





INDIA NON JUDICIAL

भीन्द्रभवन पश्चिम बंगाल WEST BENGA

2000889286 2020

4/8/2020

MV-1,47,39,799

Andmonal Registrer of Assurances IV, Kolkate 44AB 802967

Certified that the Document is admitted to Registration. The Signature Sheat and the andorsoment should attached on this document are the part of this Document

> Additional Registrar of Assumptions IV, Kolkata DAJAG 2020

THIS AGREEMENT FOR DEVELOPMENT is made on the O4 & day of August.

Two Thousand Twenty.

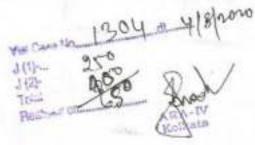
BETWEEN

4-8-20

(1) SRI GOVIND KUMAR KEDIA (Andhaar No. 9228 8242 6473),

(PANALRPK8303N), son of late Ramanand Kedia (2) SMT. POOJA KEDIA

Aadhaar Card No. 5471 3333 6803), (PAN ANHPK5868J), Sri Govind Kumar Kedia



Vision Agorand



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

GRN:

19-202021-005345185-1

GRN Date: 04/08/2020 13:04:13

Payment Mode

Online Payment

Bank:

HDFC Bank

BRN:

1187816893

BRN Date: 04/08/2020 13:05:44

DEPOSITOR'S DETAILS

ld No.:

2000889285/4/2020

[Query No./Query Year]

Name: Contact No. :

vijoy agarwal

Mobile No.:

E-mail:

+91 9830187547

Address:

5a suhasini ganguli street.

Applicant Name:

Mr Subit Majumdar

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	Amount[e]
2	2000889285/4/2020 2000889285/4/2020	Property Registration-Stamp-duly Property Registration-Registration Fees	9030-02-103-003-02 9030-03-104-001-16	2007
n Words	S : Rupees Twenty Tho	20098		

(daughter of Dinesh Agarwal), both by nationality - Indian, both by faith - Hindu, both residing at Buildin - A-5, Flat No. 10D, Brindavan Garden, 98, Christopher Road, GobindaKhatik Road, Post Office - Topsia, Police Station - Tangra, Kolkata - 700 046, hereinafter jointly called and 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 heirs, executors, administrators, legal representatives and assigns) of the "ONE PART".

AND

"JAI BALAJI HOMES & RESIDENCY (P) LTD" (PAN AABCJ7949P) a company incorporated under the companies Act, 1956, having its registered office at A:1, India Exchange Place, 2nd Floor, Room No. 215, Kolkata – 700 001, hereinafter and called and referred to as the "DEVELOPER" (which expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns) of the OTHER PART.

The company hereto is represented by one of its directors SRI VIJAY AGARWAL (Aadhaar No.8165 6780 3885), (PAN- ADAPA3270F), son of Kishan Chand Agarwal, at 5A Suhasini Ganguli Sarani, Police Station - Kalighat, Kolkata - 700 025.

WHEREAS:

By virtue of a deed of sale executed on 01.09.2008 made between one Santanu Sen referred to therein as Vendor of the one part and Smt. Pooja Kedia and Sri Govind Kumar Kedia, referred to therein as purchaser of the other part, registered in the office of Addl. Registrar of

Assurances - I, Kolkata and recorded in Book No. I, C.D. Volume No. 3, Pages 318 to 332, Being No. 00818 for the year 2010, said vendor therein, for the consideration mentioned therein, sold, transferred, granted, assigned and assured to and in favour of said purchasers therein, ALL THAT the homestead land measuring about 01 cottah 14 chittack 43½ square feet, along with a dilapidated building standing thereon at the Kolkata Municipal Corporation, premises No. 29B, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081, Kolkata – 700 033 (hereinafter referred to as the SAID PLOT No. A).

- 2. By virtue of a deed of sale executed on 06.01.2010 made between one Jayanta Kumar Chakraborty and others, all jointly referred to therein as Vendor of the one part and Sri Govind Kumar Kedia and Smt. Pooja Kedia, jointly referred to therein as purchasers of the other part, registered in the office of District Sub-Registrar-I at Alipore and recorded in Book No. 1, Volume No. 1, Pages 1631 to 1657, Being No. 00083 for the year 2010, thus said vendors therein, for the consideration mentioned therein, sold, transferred, granted, assigned and assured to and in favour of said purchasers therein, ALL THAT homestead land measuring about 02 cottah 07 chittack 05 square feet, along with a dilapidated building standing thereon at the Kolkata Municipal Corporation premises No. 27, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081, Kolkata 700 033(hereinafter referred to as the SAID PLOT No. B)
- By virtue of a deed of sale executed on 23.12.2009 made between one Asha Sen, referred
 to therein as Vendor of the one part and Sri Govind Kumar Kedia and Smt. Pooja Kedia
 purchasers of the other part, registered in the office Dist. Sub-Registrar-I at Alipore and recorded

in Book No. I, C.D. Volume No. 1, Pages 1612 to 1630, Being No. 00082 for the year 2010, the said vendor therein, for the consideration mentioned therein, sold, transferred, granted, assigned and assured to and in favour of said the purchasers therein, ALL THAT homestead land measuring about 01 cottah 05 chittack 3¼ square feet, along with a dilapidated building standing thereon at the Kolkata Municipal Corporation, premises No. 29A, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081, Kolkata – 700 033 (hereinafter referred to as the SAID PLOT No. C).

- 2. The said plot Nos. A, B and C got amalgamated into a single identity aggregating to by physical measurement 04 cottah 11 chittack 7.5 square feet, be the same or a little more or less, with dilapidated building standing thereon (described in the first schedule hereunder and hereinafter for brevity referred to as the SAID PREMISES).
- The said premises comprises land measuring 04 cottah 11 chittack 7.5 square feet, be the same or a little more or less, with dilapidated building standing thereon, stands mutated in the record of the Kolkata Municipal Corporation as premises No. 27, Charu Chandra Avenue, vide assessee No. 11-081-02-0055-8.
- 6. The owners namely (1) Sri Govind Kumar Kedia (2) Smt. Pooja Kedia, having thus seized and possessed of the said premises, entered into an oral development agreement with the developer "Jai Balaji Homes & Residency (P) Ltd" for the terms and conditions which are now reduced in writing herein. Meanwhile however, the developer, in terms of the said oral agreement, obtained building permit bearing No. 2015100206 dated 11.03.2016 from the Kolkata Municipal Corporation to construct building in the said premises.

therein. In terms of said development agreement the developer obtained building plan being permit No. 2015100206 dated 11.03.2016 from the Kolkata Municipal Corporation to construct building thereon.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings:

ARTICLE: I

- 1.1. OWNERS: (1) SRI GOVIND KUMAR KEDI and (2) SMT. POOJA KEDIA.
- 1.2. DEVELOPER :"JAI BALAJI HOMES & RESIDENCY (P) LTD"
- 1.3. PREMISES :ALL THAT homestead land measuring about 04 cottah 11 chittack 7.5 square feet, at the Kolkata Municipal Corporation Premises No. 27, Charu Chandra Avenue, within the Kolkata Municipal Corporation Ward No. 081, Kolkata 700 033.(described in the first schedule hereunder).
- 1.4. DEVELOPMENT AGREEMENT: The instant agreement made between the owners and the developer.
- 1.5. POSSESSION :The ownershave already made deliveryto the developer the peaceful vacant walled-up physical possession of the said premises in entirety free from all encumbrances whatsoever upon of execution of the agreement.

- 1.6. BUILDING: ALL that the G +4 storied building to be construct by the developer at its cost in the said premises.
- 1.7. PLAN: The building permit No. 2015100206 dated 11.03.2016 to be prepared by the developer sanctioned by the Kolkata Municipal Corporation for construction of the said building at the said premises with such additions, alterations and modifications as would be deemed necessary by the developer.
- 1.8. ARCHITECT: The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.
- 1.9. ADVOCATE: The person to be appointed by the developer who only looks after all legal matters in connection with the project under this agreement.
- 1.10. OWNERS'ALLOCATION: Save and except the developer's allocation the area the owners will be entitled to in the building (more fully and particularly described in the second schedule hereunder written).
- 1.11. DEVELOPER'S ALLOCATION: Save and except the owners' allocation the area the developer will be entitled to in the building (more fully and particularly described in the third schedule hereunder written).
- 1.12. SALEABLE PORTION: All the portion in the building pertaining to developer's allocation.
- 1.14. COMMON SERVICE AREAS: All the common service facilities to be enjoyed by both the owners and the developer in the building (more fully and particularly described in the fourth

schedule hereunder written).

- 1.15. TRANSFERORS: In context of this agreement the owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.
- 1.16. TRANSFEREE: The purchaser who will purchase flat in the building from the areas pertaining to developer' allocation.
- 1.17. TRANSFER: Transfer of proportionate undivided share/interest of land in the premises by the owners attributable to the developer's allocation
- 1.18. CONSIDERATION:Owners' allocation at the cost of the developer will be treated as consideration to be given to the owners against which the owners will transfer the undivided proportionate share of land in the premises attributable to the developer's allocation
- 1.20. TIME: The developer will complete the said building and deliver the peaceful vacant physical possession of the owners allocation to the owners within eighteen months from the date of obtaining building plan sanctioned from the Kolkata Municipal Corporation.
- 1.21. POWER OF ATTORNEY: The owners will execute power of attorney appointing the developer or its nominee as their lawful constituent attorney to do the acts stipulated hereunder. If required, the owners will execute several Power of Attorney apart from the Power of Attorney herein.
- 1.22. COMMON EXPENSES: The expenses and cost of maintaining the common parts of the building which will be borne or paid proportionately by the owners and the developer and/or

their respective nominee (more fully and particularly described in the fifth schedule hereunder written).

- 1.23. UNDIVIDED SHARE: The undivided proportionate share or interest in the land of the premises attributable to the flat/car parking pertaining to the developer's allocation.
 - 1.24. PROJECT: The work of development of the said premises undertaken by the developer.
 - 1.25. UNIT: Any independent flat/car parking space in the new building, which is capable of being exclusively owned, used and/or enjoyed by any unit owners and which is not the common portion.
 - 1.26. UNIT OWNERS: Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owners and the developer for the units held by them from time to time.
 - 1.27. MANNER OF WORK and SPECIFICATIONS: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the annexure annexed hereto)

ARTICLE-II

- OWNERS represent as follows:-
- The owners are absolute joint owners in respect of said premises.
- There is no agreement holder in respect of the said premises.

- 2.3 There is no suits, litigations or legal proceedings in respect of the premises or part thereof.
- 2.4. No person other than the owners have any right, title and interest of any nature whatsoever in the premises or any part thereof.
 - 2.5. The right, title and interest of the owners in the premises are free from all encumbrances and the owners has a marketable title thereto.
 - 2.6. The premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owners.
 - 2.7. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.
 - 2.8. The owners have not in any way dealt with the premises whereby the right, title and interest of the owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
 - 2.9. The owners are fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement.

ARTICLE III: OWNERS' RIGHT:

3.1. The owners will get the owners allocation described in the second schedule hereunder written without any hindrance from the developer.

- 4.1. The owners shall rectify all latent defects in the title of the property, if any, at their own costs and expenses.
- 4.2. The developer shall be entitled to construct and complete the building in accordance with the sanction of the building plan without any interference or hindrance from the side of the owners.
- 4.3. During the continuance of this agreement the owners will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the developer.
- 4.4. The owners will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building in accordance to the terms and conditions stipulated in these presents.
- 4.5. The owners herein namely SRI GOVIND KUMAR KEDIA (Aadhaar No.9228 8242 6473), son of late Ramanand Kedia (2) SMT. POOJA KEDIA (Aadhaar Card No. 5471 3333 6803), wife of Sri Govind Kumar Kedia, both residing at Building A-5, Flat No. 10D, Brindavan Garden, 98, Christopher Road, Gobinda Khatik Road, Post Office Topsia, Police Station Tangra, Kolkata 700 046, doth hereby appoint "JAI BALAJI HOMES & RESIDENCY (P) LTD" (PAN AABCJ7949P), a company incorporated under the companies Act, 1956, having its registered office at A:1, India Exchange Place, 2nd Floor, Room No. 215, Kolkata 700 001, represented by one of its directors SRI VIJOY AGARWAL (Aadhaar No. 8165 6780 3885), son of Kishan Chand Agarwal, residing at 5A, Suhasini Ganguly Sarani, Police Station Kalighat, Kolkata 700 025, by executing POWER OF ATTORNEY

nominating and appointing him, to do the following acts, deeds and things in respect of the said premises:

- To develop the said premises by constructing building thereon.
- ii. To represent to the Kolkata Municipal Corporation and/or any competent authority.
- iii. To sign the plan and all the relevant papers in respect of the building and all other relevant documents relating to the said premises present the same to the Kolkata Municipal Corporation and/or any competent authority.
- To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including Fire Brigade, Police, the Authorities of Urban Land ceiling, Department, and all other competent authorities as may be necessary.
- vi. To sign and apply for sanction of drainage, water, electricity and other utilities as may be necessary for the convenience.
- vii. To appear before any officer of the Kolkata Municipal Corporation or any court ortribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- viii. To represent before any court of law.
- ix. To appear and to act in all courts, civil, criminal and tribunal whenever required.

- x. To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits, and applications of all kind and file those in any court of law.
- xi. To engage and appoint any advocate or counsel wherever required.
 - xii. To represent to the Registration Office, Land Acquisition Department and any other competent authority for obtaining clearances, if any, in respect of the said property.
 - xiii. To settle any dispute arising in respect of the said property.
 - xiv. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell developer's allocation in the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers.

 and/or to cancel and/or repudiate the same.
 - xv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said developer's allocation in the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.
 - xvi. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof infavour of the said purchaser or his nominee or assignee.
 - xiii. To sign and execute all other deeds, instruments and assurances which our attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be

required for fully and effectually conveying the said developer's allocation in the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof.

xviii. To present any such conveyance or conveyances in respect of the said developer's allocation in of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which our said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers fully and effectually in all respects.

- 4.6. The owners will, if required, execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the developer's allocation and present the same before the registration authority in respect of flats, pertaining to the developer's allocation for registration at the cost of the developer and/or its nominee.
- 4.7. The owners, with the execution of this agreement, will hand over all original documents, title deeds etc. relating to the said premises to the developer against proper

receipt. Those documents will remain with developer till the completion of the building.

Thereafter those documents will remain with the Association of the said building owners.

4.8. The owners will be solely responsible for delivering the peaceful, physical possession of the premises to the developer free from all encumbrances whatsoever.

- 4.9. The owners will extend all reasonable cooperation to the developer for effecting construction of the said building.
- 4.10. The owners shall from time to time, sell and convey to the developer and/or his nominee the undivided proportionate share in the land in the premises pertaining to the developer's allocation in the said building and the consideration for the same payable to the developer shall be a part of the cost of construction of the owners allocation. The cost of preparation, stamping, and registration of the conveyances shall be borne and paid by the unit owners.
- 4.11. In case of any encumbrances relating to the title or ownership be found on the

premises, then in such event the owners shall be liable to meet up and remove the same at their own costs and expenses. In case the owners do not than the developer shall be liberty to do so and to recover the said costs from the owners.

- 4.12. That the owners shall, if required from time to time, grant such further power or authorities to the developer concerning the project, for the developer doing the various works envisaged hereunder, including the entering into an agreement for sale and/or construction of the building and/or portion thereof (excluding the owners' area) and to receive all amount in pursuance there.
- 4.13. The owners will, from execution of the agreement, handover and deliver the peaceful vacant physical possession in entirety to the developer.
- 4.14. The owners will bear all the previous/pending taxes and impositions on the premises and/or part thereof till the execution of this agreement.

4.15. The owners will take all liabilities of the local dispute if arise during development of said premises at their own cost and initiatives.

ARTICLE - V : DEVELOPER'S RIGHT

- The owners hereby grant exclusive right to the developer to build and complete the building.
- 5.2. The owners hereby grant exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owners. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the developer's allocation at any price of his discretion and receive advance/consideration in full thereof.
- 5.3. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement, duration of the project. The developer shall be entitled to use the premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.
- 5.4. Upon being inducted into the premises, the developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water in the premises, at his costs and expenses. The developer shall have the right to obtain temporary connection of utilities for the project and the owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required. The owners however will have no liability to pay the said electricity bill as aforesaid and the developer will pay the entire the

said electricity bill during the period of project.

- 5.5. The developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any financial and/or legal liability of the owners.
- 5.6. The developer shall cause such changes to be made in the plans as the architect may approve and/or shall be required by the concerned authorities, from time to time.
- 5.7. The developer will be authorized necessary to apply for and obtain quota of cement, steel, brick and other building materials for construction of the building.
- 5.8 The developer will be entitled to deliver unit pertaining to the developer's allocation to the intending purchaser.
- 5.9. The developer will be entitled to transfer the undivided proportionate share of land in the premises attributable to the developer's allocation by virtue of the Power of Attorney to be given by the owners to the developer to the intending purchaser
- 5.10. The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the developer's allocation in the building.
- 5.11. The developer will be entitled to get the peaceful vacant peaceful possession of the said premises free from all encumbrances whatsoever from the owners without any obstruction from any quarter.
- 5.12. The owners shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.

ARTICLE - VI : DEVELOPER'S OBLIGATION :

- 6.1. The developer will deliver the owners allocation in complete habitable condition to the owners as agreed upon and described in the second schedule hereunder written within eighteen months from the date of getting peaceful vacant physical possession of the said premises from the owners. Notwithstanding the developer will be entitled to another six months as extended time to complete the project.
- 6.2. All costs, charges and expenses for construction of the building and/or the development of the said premises shall exclusively be borne and paid by the developer.
- 6.3. The developer will complete the owners allocation with the specification annexed hereto.
 The owners will have to pay money for any extra work not averred in the annexure.
- 6.4. The developer shall construct the building with standard materials available in the market.
- 6.5. The developer will bear all cost arising out of the construction of the building.
- 6.6. The developer will bear all the taxes and impositions on the premises and/or part thereof from the date of execution of this agreement till it delivers the owners allocation to the owners.
- 6.7. The developer will be entitled to take loan from any financial institution and/or any nationalized bank for completion of the said project without infringing the owners right and interest of the property in any manner whatsoever and the owners will not be liable in any manner for the outstanding loans of the developer.
- 6.8. The developer shall bear, pay and discharge all costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said

premises including charges for other bodies and the ownersshall have no liability whatsoever in this context.

ARTICLE VII : INDEMNITY TO OWNERS:

- 7.1. The developer will indemnify the owners against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.
- 7.2. The developer will indemnify and keep the owners indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.
- 7.3. The developer will keep the owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof including.
- 7.4. The developer will indemnify the owners against all claims or demand that may be made due to anything done by the developer during the construction of the said building.
- 7.5. The developer will indemnify the owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss
- 7.6. The developer will indemnify the owners against any demand and/or demand/claim made by the unit holder in respect of the developer's allocation.
- 7.7. The developer will indemnify the owners against any action taken by the Corporation and/or other authority for any illegal or faulty construction or otherwise of the building.

ARTICLE VIII: COMMON UNDERSTANDINGS:

- 8.1. In case it is required to pay any outstanding dues and/or any other outgoings and liabilities to any competent authority in respect of the premises till the date the owners hand over the vacant and peaceful possession of the premises to the developer, the developer shall pay such dues and bear the costs and expenses thereof. On behalf of the owners which the owners will refund to the developer before taking possession of the owners allocation. The developer shall pay the rates and taxes and electricity bills from the date of taking possession of premises from the owners till he delivers to the owners the owners allocation.
- 8.2. The owners shall be solely and exclusively entitled to the owner's allocation and the developer shall be solely and exclusively entitled to the developer's allocation.
- 8.3. The owners allocation shall be constructed by the developer for and on behalf of the owners. The rest of the building shall be constructed by the developer for and on behalf of himself.
- 8.4. The owners and the developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective allocations SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto, common expenses and other matter of common interest, the owners and the developer shall adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties

hereto, but the same shall be in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata.

- 8.5. The owners shall be entitled to all monies that be received from the unit owners of the owners allocation whether the same by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units owners till formation of the society or any other association of the unit owners.
 - 8.6 The developer will provide electricity connection for the entirety of the building including the owners' allocation and the owners shall reimburse the developer proportionately, the total of deposits and expenses as be required to obtain electricity from the CESC.
 - 8.7 If so required by the developer, the owners shall join and/or cause such persons as may be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the developer shall join in respect ofthe owners' allocation.

ARTICLE IX : COMMON RESTRICTIONS :

9.1. Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any activity detrimental to the peaceful living of the other occupiers of the building.

- 9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.
- 9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- 9.4. Both parties will jointly form an ad-hoc common body/committee to look after the maintenance of the building. But with the owners takes possession of the owners allocation and the developer sell major parts of the developer's allocation, the developer will have no liability to the said committee and/or any association to be formed.
- 9.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 9.6. Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- 9.7. Both parties will bear proportionate tax, maintenance cost, day-to-day expenditure of their respective allocation.

ARTICLE X: MISCELLANEOUS:

- 10.1. The owners and the developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- 10.2. Save and except this agreement no agreement and/or oral representation between the

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parties hereto exists or will have any validity.

10.3. The owners' allocation and the developer's allocation in the building will be demarcated

after obtaining the building plan from the competent authority.

ARTICLE XI : FORCE MAJURE :

11.1. The developer will make plan and complete the owners' allocation within the stipulated

period unless he is prevented by the circumstances like natural calamities, dearth of labourer,

want of building materials etc. which may be found beyond control of the developer.

ARTICLE XII: JURISDICTION:

12.1. The court under which jurisdiction the property under this agreement lies will have the

exclusive jurisdiction over this agreement.

ARTICLE XIII: ARBITRATION:

13.1. All disputes and differences between the parties hereto in any way relating to and/or

arising out of this agreement shall be referred to such person or persons as be mutually accepted,

failing which two Arbitrators, one to be appointed by each of the parties. The Arbitrators shall be

entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the

Arbitration and Conciliation Act 1996 and the amendment thereafter. No parties will have the

prerogative to proceed to any court without invoking the arbitration clause as averred.

ARTICLE XIV :STATUTORY PROVISION AS IMPOSED BY THE REGISTRATION

AUTHORITY:

developer in any way. This clause shall have overriding effect to anything written in the documents in contrary to this clause

14.2. Nothing in these presents shall be constrained as a demise or assignment or conveyance in land by the owners of the said premises or any part thereof to the developer or in creating any right, title or interest in respect thereof to the developer save and except to commercially explore the same in terms hereof by constructing the buildings on the said premises and to deal with the developers allocation in the building in the manner herein stated without creating any liability financial or otherwise whatsoever upon the owners.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(description of the said premises)

ALL THAT homestead land measuring 04 cottah 11 chittack 7.5 square feet, be the same or a little more or less, along with a one storied building with cemented floor measuring 633 square feet, be the same or a little more or less, at the Kolkata Municipal corporation Premises No. 27, Charu Chandra Avenue, within the Kolkata Municipal Corporation Ward No. 081, Police Station – Charu Market, Kolkata – 700 033, butted and bounded in the following manner:

On the North:

by 22' feet wide road

On the South :

by homestead land with building standing thereon

On the East

by homestead land with building standing thereon

On the West :

by homestead land with building standing thereon

THE SECOND SCHEDULE AS REFERRED TO ABOVE
(OWNERS' ALLOCATION)

more of his

On the South : by homestead land with building standing thereon

On the East : by homestead land with building standing thereon

On the West : by homestead land with building standing thereon

THE SECOND SCHEDULE AS REFERRED TO ABOVE (OWNERS' ALLOCATION)

Save and except the developer's allocation as described in the third schedule hereunder written the owners will be entitled to 70% constructed areas in the building TOGETHER WITH undivided proportionate share and interest in the land underneath and all rights on the common areas and facilities attached thereto as per plan. The common areas in the building and/or the said premises will be used in common with the developer.

THE THIRD SCHEDULE AS REFERRED TO ABOVE (DEVELOPER'S ALLOCATION)

SAVE and except the owners allocation as described in the second schedule hereinabove the developer will be entitled to ALL THAT the rest 30% area in the building TOGETHER WITH undivided proportionate share and interest in the land underneath the and all rights on the common areas and facilities attached thereto The common areas in the building and/or the said premises will be used in common with the owners.

THE FOURTH SCHEDULE AS REFERRED TO ABOVE
(common areas)

Visigy Agranmel

- R. C. C. Columns,

. Under ground water reservoir,

Overhead water tank, boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Stair and stair case, stair top room,

Electric installations

Lift

THE FIFTH SCHEDULE AS REFERRED TO ABOVE (common expenses to be effected from the date of transfer)

Expenses for maintaining, repairing, redecorating the building and/or part thereof and pending taxes and duties

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the association upon its formation.

IN WITNESSES WHEREOF the parties hereto have put their respective hands and seal on

these presents on the day month and year first above written.

WITNESSES:

1. Biswajit glosh vill+P.O- Joy Pul. P.S- balta Pukus Dist- 24 P.G.S(N) Pin- 743234

GK-dil (Governd Kuma Koda)
GOVIND KUMARKEDIA

PODJA KEDIA (OWNERS)

2. Sourau Chakroabarty. Arrambagh, Hooghly. PIN-712613

"JAI BALAJI HOMES & RESIDENCY (P) LTD"

(DEVELOPER)

Drafted by me and prepared in my office

Santanu Singha

and onlying o

Advocate (WB/785/1992),

Alipore Judges' Court,

Bar Library No. 2,

Kolkata - 700 027.

ANNEXURE

Technical specification

Scope of works & Amenities inside the Flat

FOUNDATION:

The foundation of the building shall be reinforced cement concrete.

STRUCTURE:

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION:

Attractive designed front elevation with exclusive finish.

WALLS:

The external walls of the building be 8" thick brick and partition wall inside the flats shall be of 5"thick,. Both to be bounded with cement morter.

PLASTERING:

All internal surface shall be plastered with cement sand finished with plaster of paris. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make.

FLOORING AND SKIRTING:

28

All and other flooring and skirting inside the flat including the balcony shall be made with

marble/tiles. The toilets shall have 6' glazed white ceramic tiles with marble flooring. The

kitchen will have marble flooring with situ gray.

DOORS:

All doors frame will be made of sal wood. The main door will be of flush door. Internal door

shall be commercial water proof flush type affixed on proper timber frame painted with primer

paint. Toilets will have P.V.C. Frame and Door. The main door shall be provided with one magic

eye.

WINDOWS:

All window shall be aluminum/steel frame with integrated grill and will be fitted with glass.

TOILET FITTINGS:

All toilets will have marble flooring. Al, toilets be provided with concealed plumbing for water.

Each bath room shall have European W.C. or Indian type pan which the purchaser will choose,

one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower. The

commode and the basin will have white colour.

KITCHEN FITTINGS/FIXTURES:

The kitchen will have marble flooring The kitchen shall have R.C.C. cooking platform with

black stone. 3' dodo ceramic tiles on cooking slab.

ROOF

Proper roof treatment with water proofing.

STAIRS

All landings and steps of the stair-case will be of marble.

29

ELECTRICALS

Meter-Individual meter to be fitted by individual costing.

(One no. meter will be allotted this owners each).

All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with in front cover of parapet sheet with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS:

Bed Rooms : Two light points, one fan point, one multi-plug point (5 Amps) computer points in all bed rooms only.

Toilets:

One light point, one exhaust fan point, 15 Amps, one Geezer point.

Living/Dining Room: Two light points, one fan point one plug point (15 amps), one T.V. point and one Refrigerator point.

Kitchen:

Aqua guard point and exhaust point with a 15amp. point

Stairs :

One light point in each landing.

Roofs':

To light points

Ground floor:

Adequate light points.

Stairs :

All landings and steps of the stair-case will be of marble/mosaic.

WATER SUPPLY:

One underground water reservoir for storing water to be supplied by the Kolkata Municipal Corporation is to be provided with adequate horse power capacity of pump of reputed make. The owners will not pay any extra charge for the building and for getting the specification as annexed hereto. But they have to pay extra money for any extra work other than what are stated in hereto

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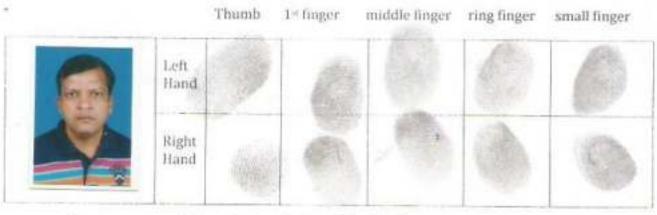
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Right Hand				6	100

Name POOJAKEDIA

Signature Pooja Kedia



Name GOVING VIJAY AGARWAL

Signature Vijay Agrowal



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क्षात्र विभिन्न अवस्थान Unique identification Authority of India

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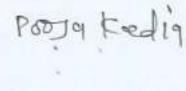
স্কালঃ
 ত্রান্ত রামানশ কেডিরা,
 বিনিট্র-25. ফাউ-10 ডি,
 বিন্যানন গার্ডন, 98 ডিপ্টোনার
 ব্যান্ত রাজি রোড,
 কোবিন্দ বার্টিক রোড,
 কোবারে Road, Košata, Gabinda
 স্কিম বঙ্গ, 700046
 সেরাড, Road, West Bengal,
 সেতেও CHRISTOPHER ROAD, Gobinda 700045

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भारतीय विजिष्ट पहचान प्राधिकरण क्ष्माव्यक्तामानव्याका स्थामकावपु का गाठाव

Address

W/O Govind Kumar Kedia, Block AS,Flat 10 D, 98,Christopher Road, Brindavan Garden, Topsla, Gobinda Khatick Road S.O, Kolkata, West Bengal – 700046





hatp@uldat.gov.in

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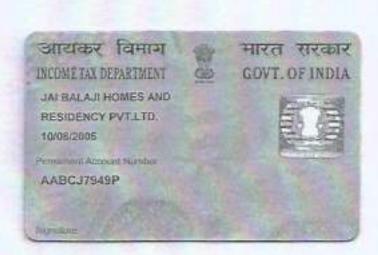
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Vijay Agaswal



Kijay Agamual





Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name : Kolkata

Signature / LTI Sheet of Query No/Year 19042000889285/2020

	 Signature of the Person(s) admitting the Execution at Private Residence. 							
SI	Name of the Executant	Category	Photo	Finger Print	Sign			

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with 3
1	Mr Govind Kumar Kedia Building A-5, Flat No. 10D, Brindavan Garden, 98., P.O:- Topsia, P.S:- Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Land Lord			04/8/20 Giradi
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mrs Pooja Kedia Building A-5, Flat No. 10D, Brindavan Garden, 98, P.O:- Topsia, P.S:- Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Land Lord			Possythach
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Vijay Agarwal 5A, Suhasini Ganguli Sarani, P.O:- Kalighat, P.S:- Kalighat, DistrictSouth 24-Parganas, West Bengal, India, PIN - 700025	Represent ative of Developer [JAI BALAJI HOMES AND RESIDEN CY PRIVATE LIMITED 1			Visiay Agamil

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sourav Chakraborty Son of Mr Suvasis Chakraborty Arambagh, P.O:- Gourhati, P.S:- Arambag, District:- Hooghly, West Bengal, India, PIN - 712613	Mr Govind Kumar Kedia, Mrs Pooja Kedia, Mr Vijay Agarwal			Nowmer Cachonolosky. - 4/8/20

(Sriani Ghosh)

ADDITIONAL REGISTRAR

OF ASSURANCE

OFFICE OF THE A.R.A.
IV KOLKATA

Kolkata, West Bengal



ভাগতের নির্বাচন কমিলন विक्रह नहा ELECTION COMMISSION OF INDIA IDENTITY CARD

SNV1848142



निर्मात्रकार माम

: সৌরক চক্রবর্তী

Clevitor's Name . Source Chakraborty

चित्रकार माध

্ সূতাশীৰ চক্ৰবৰ্ত্তী

Father's Name : Sovasia Chakraburty

Re/Scx

M VP

orn or by Date of Birth : 18/07/1997

SNV1848142

(नीवप्रकृति का चेर प्रतिवृत्ति काम प्रत्य क प्रवासन नाहरू (नोवप्रकृति स्वासन्तिम् क्रमेत्री र 12813

Address:

GAURHATI ER KHAN, CHOWDHURY, BAG, DEY AND DONGAL PARA, GAURHATI, ARAMIAGH, HOOGHLY-712413

Date: 25/11/2015

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200-Arambag (SC) Constituency

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to make of change to address regulate this Card No. or the relevant Form for including year turns or the oil at the charged address and to obtain the part STORES SESSE THE

Sourrav Clakeraborty.

Major Information of the Deed

Deed No:	1-1904-03583/2020	Date of Registration 06/08/2020			
Query No / Year	1904-2000889285/2020	Office where deed is registered			
Query Date	02/08/2020 5:02:10 PM	1904-2000889285/2020			
Applicant Name, Address & Other Details	Subit Majumdar Alipore Judge Court, Thana: Alip - 700027, Mobile No.: 83890401	Alipore, District : South 24-Parganas, WEST BENGAL, PIN 40143, Status :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4002] Power of Attorne Attorney [Rs : 0/-], [4305 Property, Declaration [N	5] Other than Immovable		
Set Forth value	Miles Market State Company	Market Value			
		Rs. 1,47,39,799/-			
Stampduty Paid(SD)		Registration Fee Paid	THE SECTION		
Rs. 20,080/- (Article:48(g))		Rs. 112/- (Article E, E, E)			
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip (Urban		

Land Details:

District: South 24-Parganas, P.S.- Charu Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Charu Chandra Avenue, , Premises No: 27, , Ward No: 081 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		4 Katha 11 Chatak 7.5 Sq Ft		1,42,81,665/-	Width of Approach Road: 22 Ft.,
	Grand	Total:			7.7516Dec	0 /-	142,81,665 /-	

Structure Details:

Total:

633 sq ft

0 /-

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	633 Sq Ft.	0/-	4.58,134/-	Structure Type: Structure

4,58,134 /-

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Mr Govind Kumar Kedia Son of Late Ramanand Kedia Building A-5, Flat No. 10D, Brindavan Garden, 98., P.O Topsia, P.S Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ALRPK8303N, Aadhaar No: 92xxxxxxxxx6473, Status: Individual, Executed by: Self, Date of Execution: 04/08/2020 , Admitted by: Self, Date of Admission: 04/08/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 04/08/2020 , Admitted by: Self, Date of Admission: 04/08/2020, Place: Pvt. Residence
2	Mrs Pooja Kedia Wife of Mr Govind Kumar Kedia Building A-5, Flat No. 10D, Brindavan Garden, 98., P.O Topsia, P.S Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANHPK5868J, Aadhaar No. 54xxxxxxxx6803, Status: Individual, Executed by: Self, Date of Execution: 04/08/2020 , Admitted by: Self, Date of Admission: 04/08/2020 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 04/08/2020 , Admitted by: Self, Date of Admission: 04/08/2020 ,Place: Pvt. Residence

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature				
	JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED A :1, India Exchange Place, 2nd Floor Room No. 215, P.O:- GPO, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AABCJ7949P, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative				

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Vijay Agarwal (Presentant) Son of Mr Krishan Chand Agarwal 5A, Suhasini Ganguli Sarani, P.O Kalighat, P.S Kalighat, District:- South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADAPA3270F, Aadhaar No: 81xxxxxxxxx3885 Status: Representative, Representative of: JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED (as Director)

Identifier Details:

Photo	Finger Print	Signature	
	Photo	Photo Finger Print	Photo Finger Print Signature

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Govind Kumar Kedia	JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED-3.87578 Dec
2	Mrs Pooja Kedia	JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED-3.87578 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mr Govind Kumar Kedia	JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED-316.50000000 Sq Ft
2	Mrs Pooja Kedia	JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED-316.50000000 Sq Ft

On 04-08-2020

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

Presented for registration at 17:35 hrs on 04-08-2020, at the Private residence by Mr Vijay Agarwal ...

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 1,47,39,799/-

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

Execution is admitted on 04/08/2020 by 1. Mr Govind Kumar Kedia, Son of Late Ramanand Kedia, Building A-5, Flat No. 10D, Brindavan Garden, 98., P.O. Topsia, Thana: Tangra, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by Profession Service, 2. Mrs Pooja Kedia, Wife of Mr Govind Kumar Kedia, Building A-5, Flat No. 10D, Brindavan Garden, 98., P.O. Topsia, Thana: Tangra, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by Profession House wife

Indetified by Mr Sourav Chakraborty, , , Son of Mr Suvasis Chakraborty, Arambagh, P.O. Gourhati, Thana: Arambag, , Hooghly, WEST BENGAL, India, PIN - 712613, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 04-08-2020 by Mr Vijay Agarwal, Director, JAI BALAJI HOMES AND RESIDENCY PRIVATE LIMITED (Private Limited Company), A :1, India Exchange Place, 2nd Floor Room No. 215, P.O.- GPO, P.S.-Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Sourav Chakraborty, , , Son of Mr Suvasis Chakraborty, Arambagh, P.O. Gourhati, Thana: Arambag, , Hooghly, WEST BENGAL, India, PIN - 712613, by caste Hindu, by profession Law Clerk

glade/

Srijani Ghosh ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 06-08-2020

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 112/- (E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2020 1:05PM with Govt. Ref. No: 192020210053451851 on 04-08-2020, Amount Rs: 28/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1187816893 on 04-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 20,070/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 17344, Amount: Rs. 10/-, Date of Purchase: 19/02/2020, Vendor name: S Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2020 1:05PM with Govt. Ref. No: 192020210053451851 on 04-08-2020, Amount Rs: 20,070/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1187816893 on 04-08-2020, Head of Account 0030-02-103-003-02

had

Srijani Ghosh ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2020, Page from 213600 to 213651 being No 190403583 for the year 2020.



Digitally signed by SRIJANI GHOSH Date: 2020.08.13 10:34:14 +05:30 Reason: Digital Signing of Deed.

grade/

(Srijani Ghosh) 2020/08/13 10:34:14 AM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)