

# ANNEXURE-A8

No.0666915

## THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT - COLLECTION DEPARTMENT

5, S. N. BANERJEE ROAD, KOLKATA - 700 013

### MUTATION CERTIFICATE

CASE No.: O/056/26-MAR-13/74181

SUB : Your application for mutation dated 26/03/2013

in respect of

Premises Number: 18, RADHANATH CHOWDHURY ROAD

Assessee No. 110561200592

Nature of Premise: D.H. & COR. WARE SHED /FACTORY/

To,  
Sri/Smt

LESSOR: SMT. PILLABAI SAPHUI  
SMT MIRABAI NASKAR AS EXECUTRIX TO THE ESTATE OF  
LT. SWARNAMOYI DAS  
LESSEE-MACFARLANE & CO LIMITED

Mailing Address of the Applicant (s):  
C/O MACFARLANE & CO LIMITED  
9/1, R.N. MUKHERJEE ROAD, KOLKATA-1

700001

Dear Sir/Madam,

With reference to the aforesaid subject you are hereby informed that the prayer of mutation has been granted in your favour by this department on 28/03/2013 and henceforth the person(s) who will be treated as owner(s)/ person(s) liable to pay tax in respect of the premises in question is/are as follows.

LESSOR: SMT. PILLABAI SAPHUI  
SMT MIRABAI NASKAR AS EXECUTRIX TO THE ESTATE OF  
LT. SWARNAMOYI DAS  
LESSEE-MACFARLANE & CO LIMITED

Dated: 05/04/2013

Yours faithfully

*[Signature]*  
Dy. Assessor-Collector

*[Signature]*

# ANNEXURE- A 9



## THE KOLKATA MUNICIPAL CORPORATION

### MUNICIPAL ASSESSMENT BOOK (Portal Copy) LANDS AND BUILDINGS ASSESSMENT DEPARTMENT

Plot No.	Area	Volume	Height	Address	NO	NO	Assessor No	Rate No
7	056	12	18	RADHANATH CHOWDHURY ROAD	NO	NO	110561200592	0000

Sl. No.	Description	Area	Height	Volume	Rate	Operative GR Quarter	Operative SR Quarter	Operative GR Quarter
1	D.H. & COR.ASB SHED	43000		Bigha 04,Cottah 06,Chatak 14,SqFt 31		1/2018		

Name of the Property: _____ Owner : LESSOR: SMT. PILLABAI SAPHUJ ,SMT MIRABAI NASKAR AS EXECUTRIX TO THE ESTATE OF LT.SWARNAMOYI DASI,LESSEE-MACFARLANE & CO LIMITED,..... Address : C/O MACFARLANE & CO LIMITED,9/1,R.N.MUKHERJEE ROAD,KOLKATA-1,.....		Name of the H/A/Asst. Collector (2)
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Annual Valuation	Area	Volume	Height	Rate	Amount	Amount After Allowing Rebate (Col. 8 minus Col. 9)(10)
39000	40	09/12/1987	1988-10-01 00:00:00.0	3900	0	3900
43200	40	16/06/2004	2002-10-01 00:00:00.0	4320	0	4320
850000	40	03/01/2023	2017-01-01 00:00:00.0	85000	0	85000
1337470	20	03/01/2023	2017-04-01 00:00:00.0	102850	0	102850
2674940	20	03/01/2023	2018-04-01 00:00:00.0	137091	0	137091

Area	Volume	Height	Rate	Amount	Amount After Allowing Rebate (Col. 8 minus Col. 9)(10)	Remarks (22)
46.75	50	1950	5899	294.95	5604	ARV
54	50	2160	6634	328.7	6207	ARV
1062.5	50	42500	126563	6428.15	122135	ARV
43.2	0	0	102850	5142.5	97707.5	UAA
3343.68	0	0	137091	6854.55	130236.45	UAA

Annual Valuation and Tax Capping in Unit Area Assessment System are subject to Verification and final determination by KMC, as applicable.

ANNEXURE- A10

GOVERNMENT OF WEST BENGAL  
Office of the Competent Authority, Kolkata under  
The Urban Land (Ceiling and Regulation) Act, 1976  
Nagarayan, 4<sup>th</sup> floor, DF-8, Bidhannagar  
Kolkata - 700 064

No ..... 504 ..... - U.L.  
XVI - 3760/2015

Dated ..... 17/11/2016

To

Shri/Smt. M/s Macfarlane & Co. Ltd.- Lessee  
9/1, R.N. Mukherjee Road  
Kolkata - 700 001

Sub : Your application for No-objection Certificate dated 15.12.2014 in respect of  
Premises No. 18, Radhanath Chowdhury Road, Kolkata-15 in terms of Rule 4(4) the  
Kolkata Municipal Corporation Building Rules 1990.

1. In consideration of your application and prayer thereof No-objection certificate is hereby granted in terms of rule 4(4) of the Kolkata Municipal Corporation Building Rules, 1990 in respect of the landed property mentioned hereunder.
2. A statement required in terms of provision of section 22(1) of the Urban Land (Ceiling and Regulation) Act, 1976 must be filed by you after demolition or destruction of existing structures within the stipulated time.
3. It is, however, mentioned that this certificate will not deter the undersigned from proceeding against the holder if it is subsequently reveals that there is excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976.

Schedule of land

Premises No. : 18, Radhanath Chowdhury Road, Kolkata-15 Ward No. 56  
Area :- 5813.92 Sq.mtr.(Five thousand eight hundred thirteen point nine two)  
Sq..mtr.

  
17.11.16

Competent Authority, U.L.C.  
Kolkata.

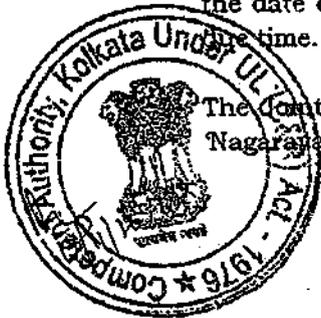
No ..... - U.L.  
XVI - 3760/2015

Dated ..... 2016

Copy forwarded to :

1. The Deputy Chief Engineer (Building), The Kolkata Municipal Corporation, 5 S.N. Banerjee Road, Kolkata - 700 013 for information. He is also requested to intimate the date of demolition or destruction of existing structures of the premises land in the time.

The Joint Secretary, Urban Development Department, Urban Land Ceiling Branch,  
Nagarayan, 3<sup>rd</sup> Floor, Salt Lake City, Kolkata - 700 64.



Competent Authority, U.L.C.  
Kolkata.



# SURVEY OBSERVATION REPORT

Chief Valuer & Surveyor's Department  
The Kolkata Municipal Corporation  
5, S.N. Banerjee Road, Kolkata - 700013

REF. Assessee No./Nos. ....  
Premises No. & Street Name: 112511240192; RAJAWATH CHOWDHAT ROAD  
Dag No. (C.S.): ..... Dag No. (R.S.): ..... Touzi No.: ..... Holding Map No.: .....  
Mouza: ..... Khatian No.: ..... J.L. No.: .....  
Ht. of Building: ..... Mt. No. of Block: ..... Area of Land: ..... Sq. M.  
4046.39

### 1) K.M.C. Alignment on Abutting Road / Passage (if any)

There is no sanction line exists on the above section premises as record provided by trainees.

### 2) Character of Abutting Road / Passage

The road abutting on Western and northern side (partly) of the premises are recorded as per record. The passage partly abutting on Northern and Southern side of the premises are not recorded as per record.

### 3) Width of Abutting Road / Passage

The width of the road abutting on Western side of the premises is 51'-00" as per record. The width of the road partly abutting on Northern side of the premises is 20'-00" as per record. The width of the passage partly abutting on Northern and Southern side of the premises can not be certified by this department.

### 4) Other Observation if any

1) The above all report is framed as per site plan of the annexed drawing & also based on the Dept. record found till date. 2) The SOB has been prepared as per condition laid down on the back of the SOB with the annexed drawing duly signed by me.

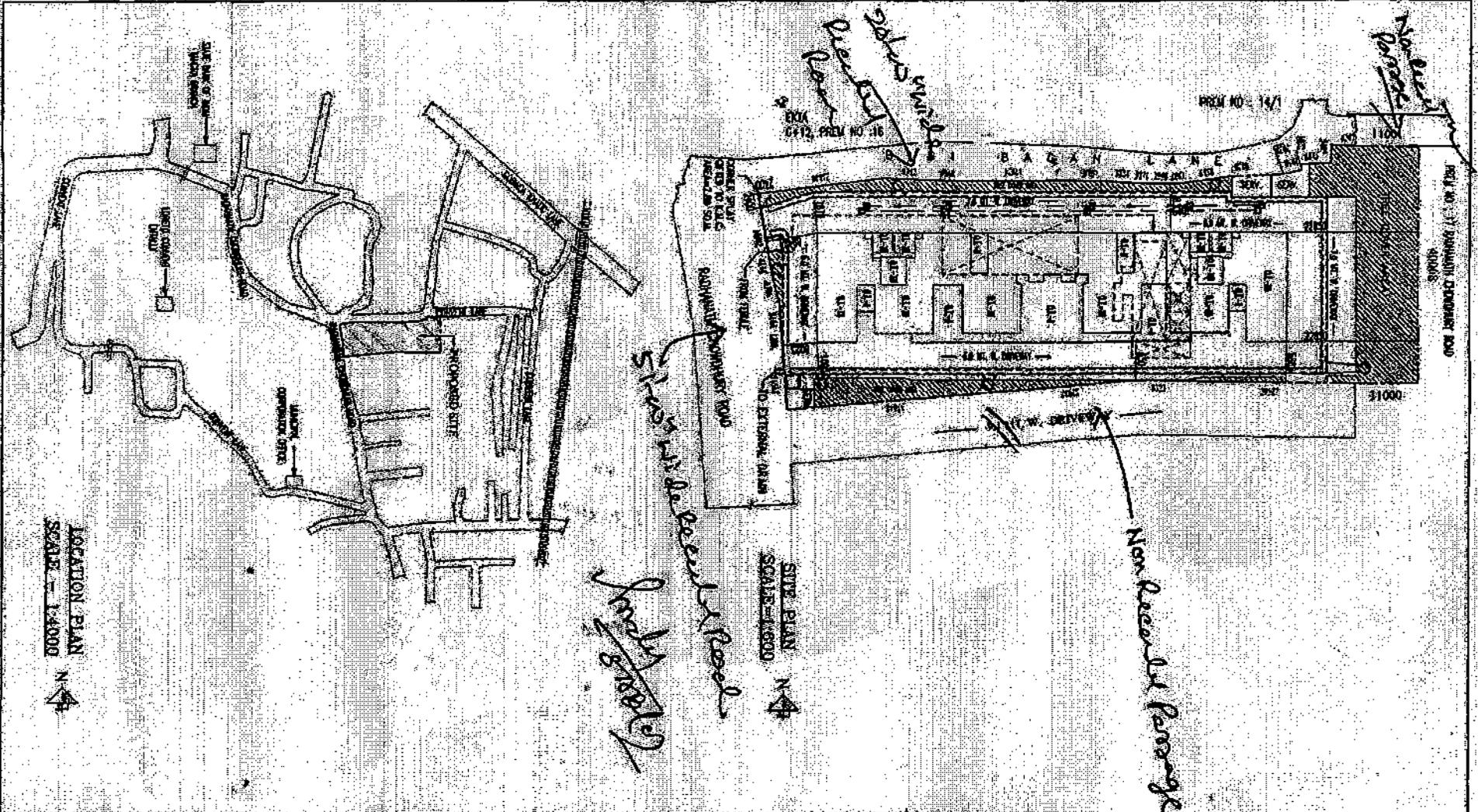
Report of A.E. (C)

*[Signature]*  
Signature of A.E. (C)

THIS REPORT IS STRICTLY RELATED WITH THE ABUTTING ROAD / PASSAGE ONLY AS SHOWN IN THE ANNEXED DRAWING.

*[Signature]* 08/09/2012  
Signature of A.E. (C)

Note :- The report is granted on the basis of condition as laid down on the back page. The above all dimensions, if any marked in the Column 4), has been shown in the Site Plan of the Annexed Drawing.



1. AREA OF LAND (AC PER LOT)	404.29 SQM
2. AREA OF LAND (AC PER SITE)	944.28 SQM
3. AREA OF THE BUILDING	2625.00
4. AREA OF THE ROAD	4806.00
5. TOTAL COVERED AREA	14512.00
6. TOTAL AREA	130129.00

**WONG KWAN & CO., LIMITED**  
 Chartered Accountants  
 (Qualified/Authorized Signatories)

SIGNATURE OF LESSEE

Registered Architect  
 Member of Council of  
 Architects (CA/94/17940)  
 SIGNATURE OF ARCHITECT

TITLE	SITE PLAN & LOCATION PLAN			
PROJECT	SITE PLAN OF 6-148 STOKED (S&B) W.C. IN RECONSTRUCTION BUILDING AT PROPOSED NO. 148, BAGOAN LANE, STOKED INDUSTRIAL ESTATE, SINGAPORE. (700915, 700916, 700917, 700918, 700919, 700920, 700921, 700922, 700923, 700924, 700925, 700926, 700927, 700928, 700929, 700930, 700931, 700932, 700933, 700934, 700935, 700936, 700937, 700938, 700939, 700940, 700941, 700942, 700943, 700944, 700945, 700946, 700947, 700948, 700949, 700950, 700951, 700952, 700953, 700954, 700955, 700956, 700957, 700958, 700959, 700960, 700961, 700962, 700963, 700964, 700965, 700966, 700967, 700968, 700969, 700970, 700971, 700972, 700973, 700974, 700975, 700976, 700977, 700978, 700979, 700980, 700981, 700982, 700983, 700984, 700985, 700986, 700987, 700988, 700989, 700990, 700991, 700992, 700993, 700994, 700995, 700996, 700997, 700998, 700999, 701000)			
DATE	REVISED	BY	DATE	REVISION
21/01/01	01/01/01	WONG KWAN	01/01/01	ISSUED FOR PERMIT
PREPARED BY: <b>A R Q H I T E C T S</b> 301 ARCADE, 1 & ASSOCIATES 40, ROY STREET, SINGAPORE				



ANNEXURE- A 12  
11305/22 VC-3062/22

S - 11143/2022



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AH 352597

15/7/22  
350

Ge - 29232918

Certified that the document is submitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Registrar-II  
Alipore, South 24-parganas

21

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is made this the 15<sup>th</sup> day of July (2022) Two Thousand and Twenty-Two

BETWEEN

1468

04 JUL 2022

No. **100/-** Date

Name

Address

Vendor

Alipur Collectorate, 24 Pgs. (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kat. 27

CHANDRANATH MATHURAM  
65A, SARAT BOSE ROAD  
Kolkata-28

*Subhankar Das*



8292

PS GROUP REALTY PVT. LTD.

*Subhankar Das*

Director/Authorised Signatory



8293

For Macfarlane & Company Ltd.

*J. D. Ratan*

Director



DISTRICT SUB-REGISTRAR-II  
SOUTH 24 PGS., ALIPORE  
15 JUL 2022



8294

*Pravaakar Das*

**PRAVAKAR DAS**  
S/o Mr. S. Das  
Vill- Nabagram, Shyampur  
P.O.- Nabagram, P.S.- Shyampur  
Dist.- Howrah, Pin- 711315

(1) **MACFARLANE & CO. LIMITED (CIN : L51909WB1919PLC003356)** (**PAN AABCM9446L**) a company incorporated in accordance with the provisions of the Companies Act 1913 as extended by the Companies Act 2013 having its registered office situated at 9/1 R.N. Mukherjee Road, P.S. Hare Street, P.O. R.N Mukherjee Road, Kolkata - 700001 and represented by its Director, **GHANSHYAM DAS RATHI (PAN:ADBPR1417J) (AADHAR 2678 1782 9903)** son of Late Brij Ratan Rathi residing at 26 P.K. Tagore Street, P.O. Beadon Street P.S. Jorabagan Kolkata 700006 in pursuance of a Resolution of the Board of Directors dated 12<sup>th</sup> October 2020 hereinafter referred to as the "**LESSOR**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors in office and/or interest and/or assigns) of the **ONE PART**

AND 

(2) **PS GROUP REALTY PRIVATE LIMITED (PAN:- AABCP5390E)** (**CIN:U65922WB1988PTC044915**) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 1002 EM Bypass, P.S. Pragati Maidan, P.O.- Dhapa, Kolkata - 700105 and represented by its Director **SHRI SURENDRA KUMAR DUGAR (PAN ACUPD1317K) (AADHAR 8876 4445 8052)** son of Late J.M.Dugar residing at 2B, Dover Road, P.O. Ballygunge, P.S. Ballygunge, Kolkata - 700019 in pursuance of a resolution of the Board of Directors dated 16<sup>th</sup> October 2020, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors in office and/or interest) of the **OTHER PART**.

(the Lessor and the Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**") 

**WHEREAS :** 



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- A. By an Indenture of Lease dated 2<sup>nd</sup> January 2013 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.1 Pages 589 to 618 Being No.00028 for the year 2013 and made between Pillabai Saphui and Mirabai Naskar therein jointly referred to as the Lessors of the One Part and Macfarlane & Co Limited, therein referred to as the Lessee of the Other Part the Lessors thereto granted and demised by way of Lease unto and in favour of Macfarlane & Co Limited ALL THAT piece and parcel of land containing an area of 4 bighas, 6 cottahs, 14 chittacks and 31 sq.ft. be the same a little more or less together with the structures standing thereon (measuring about 3229 sq ft. pucca in nature and tin shed 31710 sqft) situate lying at and being Municipal Premises No.18, Radhanath Chowdhury Road (formerly Tangra Road), Kolkata - 700015(in short "**demised property**") for a term of 99 years with effect from 1<sup>st</sup> day of February, 2010 and expiring on 31<sup>st</sup> day of January, 2109 with an option on the part of the Macfarlane & Co Limited for renewal thereof for a further period of 99 years at the rent and subject to the terms and conditions contained and recorded in the said Indenture of Lease.
- B. In terms of Clause V (h) of the Indenture of Lease dated 2<sup>nd</sup> January 2013, the lessee therein i.e., Macfarlane & Co Limited is entitled to sub-let, transfer, assign, sub-lease or sub-demise the demised property and/or otherwise transfer and/or part with possession and/or alienate the demised property or any portion thereof on such terms and conditions as the lessee therein may deem fit subject to the terms and conditions contained and recorded in the said Indenture of Lease.
- C. By a Deed of Assignment/Sub Lease dated 1<sup>st</sup> May, 2022 made between Macfarlane & Co Limited, the Lessor herein and therein referred to as the Assignor/Sub Lessor of the First Part AND Texmaco Infrastructure & Holdings Limited (Texmaco) therein referred to as the Assignee/Sub Lessee of the Second Part, the Assignor therein



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has, granted an assignment/Lease of the divided and demarcated portion of Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata - 700015 being ALL THAT piece and parcel of land containing by estimation an area of 13.34 Cottahs (more or less) situate lying at and being Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata - 700015, hereinafter referred to as the "**PRIVATE PASSAGE AREA**" unto and in favour of Texmaco for a term of 99 years commencing from 1<sup>st</sup> May 2022 and expiring on 30<sup>th</sup> day of April 2121 at the rent and on the terms and conditions contained therein.

- D. In the abovementioned circumstances after providing for the Private Passage Area, the Lessor is seized possessed and entitled to ALL THAT the divided and demarcated piece and parcel of land containing an area of 3 bighas, 13 cottahs, 9 chittacks and 11 sq.ft. be the same a little more or less together with the structures standing thereon (measuring about 3229 sq ft. pucca in nature and tin shed 31710 sqft) situate lying at and being Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata 700015 (hereinafter referred to as the "**said Property**" and morefully and particularly described in the First Schedule hereunder written)
- E. The Lessor and the Developer have jointly agreed to the development of the Said Property and pursuant to such understanding the Lessor provided inspection of the said Property and furnished the documents connected therewith to the Developer.
- F. The Lessor having decided to appoint the Developer for developing and/or promoting the Said Property by way of construction of new residential buildings consisting of flats/apartments capable of being occupied independently, hereinafter collectively referred to as the "**said Housing Complex**" it has been agreed between the Lessor and the Developer hereinthat the Lessor herein shall grant a lease for unexpired period of the said Deed of Lease dated 2<sup>nd</sup> January 2013 as



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mentioned in Recital A in favour of the Transferees/Association in the Housing Complex to be developed at the said Property.

- G. The Lessor does not have expertise to develop or promote the Said Property by way of construction of the said Housing Complex and as such the Lessor herein approached the Developer with proposal to develop the Said Property.
- H. The Developer has expertise and resources and has accepted the proposal of the Lessor in respect of the development of the Said Property by way of erection and construction of the said Housing Complex in terms of plan or plans to be sanctioned by the Municipal authorities (including the Kolkata Municipal Corporation) and include all modifications and/or alterations as may be made thereto.
- I. In view of what is stated hereinabove the Lessor and the Developer have mutually agreed about the manner and the terms and conditions in respect of the development of the Said Property by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties hereto as follows:-

**I. LESSOR'S REPRESENTATIONS:** The Lessor hereby unconditionally and irrevocably represents and warrants to the Developer:

1. That it is in the background recited above, the Lessor is, absolutely seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute Lessor to All that the said Property being a divided and demarcated portion Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata - 700015 i.e., the Said Property comprising of an area of 3 bighas, 13 cottahs, 9 chittacks and 11 sq.ft. be the same a



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little more or less together with the structures standing thereon (measuring about 3229 sq ft. pucca in nature and tin shed 31710 sqft) more fully described in the First Schedule hereunder written.

2. That the Deed of Lease dated 2<sup>nd</sup> January 2013 executed in favour of the Macfarlane & Co Ltd in respect of the Municipal Premises No. 18 Radhanath Chowdhury Road, Kolkata 700015 is valid and subsisting and the Macfarlane & Co Ltd has not committed any breach of any of the terms and conditions contained and recorded therein.
3. That the Lessor has full right and authority to enter into this Agreement in respect of the development of the Said Property and it shall, in accordance with the terms of this agreement, join as a necessary party in all Deeds and Documents to be executed and registered by the Lessor and the Developer in respect of the Units in the said Housing Complex to be transferred in favour of the intending Transferees in the said Housing Complex.
4. That no part or portion of the Said Property is subject to any notice of acquisition and/or requisition and/or road widening.
5. That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the Said Property or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received by or served on the Lessor.
6. That the Lessor is not carrying on any manufacturing activities on and from the Said Property.
7. That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Lessor.



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8. That the representations assurances warranties and covenants, if any contained in the title deeds by which the Lessor acquired the Said holds true and the Lessor has not done any act deed or thing which could in any manner encumber or affect their title or interest in the Said Property.
9. That there is no subsisting agreement for transfer by way of assignment, sub lease or otherwise affecting the Said Property or any part thereof or any undivided share therein.
10. That, there is no restraining order or legal bar or restriction or impediment or any other difficulty in the Lessor leasing or transferring the Said Property and/ or in entering into this Agreement with the Developer.
11. That each of the representations of the Lessor contained herein are true and correct and relying upon the same, the Developer has agreed to develop the Said Property on the terms and conditions as stated herein.

## **II. DEVELOPER'S REPRESENTATIONS:**

1. The Developer has sufficient knowledge and expertise in the matter of development of immovable property and construction of new residential/ commercial buildings/housing complexes.
2. The Developer has sufficient resources of arranging finance and infrastructure as may be required for carrying out the development of the Said Property and/or the construction of the said Housing Complex.
3. The Developer shall carry out and complete the said development work on the Said Property as per the sanctioned plan or plans to be sanctioned by the concerned authorities of the Kolkata Municipal Corporation which shall include any



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amendments and/or modifications thereto made in accordance with the relevant terms and conditions in connection therewith (Plans) and entire construction work shall be of a good quality of materials and workmanship and shall be as per the Specifications mentioned in the Second Schedule hereunder written and subject to the approval of the Architect of the Housing Complex.

4. It is agreed and recorded that the Developer on behalf of the Lessor shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as may be required from time to time including obtaining the N.O.C. from the appropriate authorities under the Urban Land (Ceiling & Regulation) Act, 1976 for development of the said property.
5. The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the said Housing Complex.
6. That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
7. The Developer is fully satisfied in respect of the lease in favour of the Lessor.
8. The Developer agrees to the scheme of transfer of leasehold right in favour of the intending Purchasers of the flats/units of the said Housing Complex.
9. The Developer shall apply and get registration of the said Housing Complex as Real Estate Project under the provisions of the Real Estate Regulation Act, 2016 without any obligation or liability upon the Lessor save and except as recorded in this Agreement.



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10. The Developer agrees that the Lessor shall transfer by sub-lease and/or assignment, as the case may be, the undivided proportionate impartible share in the Said Property unto and in favour of the intending transferees of the Units ("Transferees") and/or the Association/Organisation as per the applicable laws subject to compliance of the terms and conditions of this Agreement.
11. It is agreed and recorded that relying upon the said representations to be true and correct the Lessor has agreed to development of the Said Property by the Developer on the terms and conditions as stated herein.
12. That, the developer has ascertained and confirmed that there is no restraining order or legal bar or restriction or impediment or any other difficulty in the Lessor leasing or transferring the Said Property and/ or in entering into this Agreement with the Developer.

### **III. LEASEHOLD DOCUMENTS**

1. The Developer has carried out due diligence and is satisfied with the leasehold interest of the Lessor in respect of the Said Property prior to the date of signing of this Agreement. Except as contained herein the Lessor shall not during the subsistence of this agreement do any act whereby leasehold interest of the Lessor to the Said Property is prejudicially affected during the currency of this Agreement. If any past encumbrance or liability is found in respect of the Said Property, the Lessor shall clear the same at their own costs.
2. The Lessor undertakes to answer any questions and/or requisition in respect of any new facts in respect of the title/leasehold/interest of the Said Property.



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3. It is agreed and recorded that the Lessor shall give inspection of original lease deeds of the said Property and when required by the Developer.

(The documents referred herein above are hereinafter collectively referred to as the "Lease Deeds")

4. The Lessor has agreed that the Lease Deeds of the Said Property shall remain in custody of the Lessor (in trust and for the purpose of giving effect to this Agreement) and the Lessor shall keep the same safe un-obliterated and uncanceled and shall produce the same before the Developer or its agents and/or any person or authority authorised by the Developer and also permit to be examined, inspected and given in evidence and also furnish true or attested or otherwise copies of or extracts or abstracts from the same as may be reasonably required by the Developer. Upon Completion of the said Housing Complex the Lessor shall make over the Lease Deeds to the Holding Organisation and/or Association as the case may be.

#### **IV. COMMENCEMENT**

It is agreed and recorded that this Agreement shall commence upon execution of these presents and shall, subject to Clause XXIII herein, continue in force till the fulfilment of all the terms and conditions by the Lessor and the Developer as envisaged herein.

#### **V. APPOINTMENT**

1. The Lessor, hereby appoints the Developer as developer and irrevocably permit and grant exclusive right to the Developer for carrying out the development at the Said Property as per the sanctioned plans for mutual benefit and for the consideration and subject to the terms and conditions recorded herein.



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2. The Developer hereby accepts its appointment by the Lessor as the Developer in respect of the Said Property and further agrees to carry out the development of the said Housing Complex in the manner and on the terms as envisaged herein.
3. The Lessor hereby agrees and undertakes that upon sanction of plans the Developer (and its advisors, consultants, agents and other authorized representatives) shall be permitted to enter upon the Said Property for the purpose of development and construction of the Housing Complex on the terms and conditions as envisaged herein without either delivery or acceptance of any form of possession by the Lessor to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the said premises shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the said Property shall until issuance of Completion Certificate remain vested in the Lessor.

#### **VI. DEMOLITION OF EXISTING STRUCTURE**

1. The Developer shall undertake the work of development at the Said Property immediately after the Lessor complying with its obligations herein contained.
2. It is agreed and recorded that the Developer shall engage competent contractor to pull down the whole existing structure at the Said Property in a workmanlike and skilful manner and shall remove all building materials including stones, bricks and rubbles and shall keep the Said Property cleared of all things and in a levelled condition.



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3. It is agreed and recorded that while pulling down buildings and structures and clearing the Said Property, the Developer's contractor shall ensure to observe all the rules and regulations of the local authorities and will not cause damage to the adjoining properties.
4. It is agreed and recorded that all sale proceeds of demolished materials and scrap after deducting all costs and expenses incurred by the Developer in this regard, belong to and be appropriated by the Lessor.
5. It is agreed and recorded that the work of demolition and removal of materials and the levelling of the Said Property shall be done in such manner as may be convenient and practical within six months from the date of sanction of the plan or plans as the case may be.
6. It is agreed and recorded that the Developer hereby agrees to indemnify and keep the Lessor indemnified against all liabilities, any accident, loss and damages, action or proceeding in respect of the Said Property which the Lessor may incur or suffer in course of or owing to demolition of the existing structure at the Said Property, including those arising due to any accident, loss and damages, action or proceeding arising out of Force Majeure. For the avoidance of doubt Force Majeure shall mean any delay, obstruction, interference, impediment, obstacle in the work of construction or in the performance by the Developer of any of its obligations stipulated herein caused by (i) fire or explosion; (ii) natural calamity, any act of God, earthquake, lightning, flood, environmental issues and/or any other unforeseeable severe weather conditions; (iii) riots, civil disturbances, insurrection, enemy action, embargoes, blockades, war (declared or undeclared), civil commotion, terrorist action, litigation, bandh, armed conflict, curfew, acts of government and/or of any



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Governmental Authority (iv) injunctions or orders or restrictions of/imposed by any government entity/Governmental Authority (v) any prohibitory order, notice, rule or notification of/from the court and/or sanctioning authorities and/or any of the Governmental Authorities and/or statutory bodies and/or the municipal corporation/municipality and any other authority, statutory or otherwise (vi)epidemic/pandemic.

#### **VII. PERMISSIONS/APPROVALS BY THE DEVELOPER**

1. It is agreed and recorded that the Developer (for and on behalf of the Lessor) shall apply and obtain at its costs and expenses all necessary consents, approvals, permissions, licences, preparation of building plan and sanction of the plan or plans required for carrying out the development at the Said Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authority, Police Authorities, Kolkata Municipal Corporation or any other Statutory Authorities. The Developer shall also obtain necessary Completion Certificate from the Kolkata Municipal Corporation in respect of the Housing Complex. The Developer shall at its own costs and expenses obtain registration under the Real Estate Regulation Act, 2016 ("RERA") in respect of the Said Property for construction of the said Housing Complex.
2. It being clarified that the Lessor shall extend all necessary assistance and cooperation to the developer for the purposes of the procuring any consents, approvals, permissions and licences and shall sign and execute from time to time throughout the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said



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Housing complex at the Said Property which are required to be signed by the Lessor for the purpose and fulfilment of the terms of this Agreement.

3. The preparation of the Plans shall be done by the Developer alone and the Developer shall obtain prior written approval of the same from the Lessor before submitting for sanction and a copy of the finalized plans shall be provided to the Lessor for its record. The planning shall be done in a manner to achieve and utilize the maximum Floor Area Ratio (FAR) as available on the Said Property (to the extent possible as per the sanctions plan and as may be permitted by applicable law) and also additional areas/FAR on account of Green Building and altogether getting a minimum saleable area of 1,33,000 Square feet (more or less) in respect of saleable flats. If the Developer fails to achieve the said minimum saleable area of 1,33,000 Square feet (more or less) in respect of saleable flats, the Lessor and the Developer shall mutually decide with regard to development of the said Property.
4. The Developer shall pursue and obtain the sanctioned Plans and all approvals and permissions required for commencement of construction of the Housing Complex within a period of 15 months from the date of execution hereof and shall immediately send a copy of each of the same to the Lessor for its record.
5. The Developer, at its sole discretion may, cause modifications and alterations to the sanctioned Plans upon complying with the applicable laws without reducing the sanctioned area of the saleable flats.
6. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and Completion of the Housing Complex and obtaining utilities, facilities etc. therein and the Lessor agrees to



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execute such papers and documents without undue delay and do such other acts deeds and things as may be reasonably required by the Developer therefor.

7. The Developer shall be authorized in the name of the Lessor to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
8. The Developer shall do all acts, deeds and things as required by any statute and comply with all the requirements of all the authorities for the development and delivery of the Housing Complex at the Said Property;

#### **VIII. CONSTRUCTION AND COSTS/FINANCE**

1. All fees, costs, charges and expenses and any other outgo of whatsoever nature in respect of carrying out the planning and construction and Completion of the said Housing Complex and all fittings and fixtures thereat and all common areas and installations thereat ("**Common Areas and Installations**") including all approvals, permissions and/or N.O.C. whatsoever and also for sanction, modification and/or alteration of the Plans and also in respect of all or any obligation of the Developer hereunder shall be borne and paid by the Developer. It is made clear that Lessor shall not be liable to incur any kind of fees, costs, charges, expenses or any other outgo whatsoever in nature or howsoever in respect of the Housing Complex (save and except any amount payable by the Lessor as per clause III(1) above).
2. That the Developer shall invest and arrange required finances for construction and Completion of the said Housing Complex from its own resources. The Developer shall be entitled to arrange construction finance of upto a maximum of Rs.25 crores (Rupees twenty five Crores only) upon, (a) sanction of Plans by Kolkata



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Municipal Corporation and registration of the Housing Complex under the RERA and payment of the entire deposit to the Lessor, and (b) commencement of construction of the buildings. The said amount to be raised and disbursed to the Developer strictly for the aforesaid project and as per progress of construction and consequential mandate provided by the bank or the financial institution (viz., HDFC, LICHL or like). The Developer shall be entitled to offer security by creating charge upon 62% of the Sales Proceeds receivable by the Developer in the Distribution Account and no more. Save as permitted as aforesaid, the Developer shall have no right to obtain any finance by keeping security of the Sale Proceeds arising therefrom or any part thereof.

3. Subject to the criterion mentioned in clause 2 above being met, the Lessor at the request of the Developer shall deposit the Lease Deeds of the said Property and/or execute deed of mortgage securing to the financing bank/financial institution as also filing of charge documents in connection therewith PROVIDED THAT 38% of the Sales Proceeds receivable by the Lessor shall not be charged or encumbered in any manner whatsoever and the Lessor shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. Any such construction finance shall be conditioned as follows:-

- (i) That the entire loan amount to be taken by the Developer shall be utilised only for the purpose of construction of the said Housing Complex and quarterly statements containing the outstanding amounts in respect thereof shall be forwarded to the Lessor within 7 (seven) clear working days of expiry of a particular financial quarter.
- (ii) That the Developer alone shall be liable to repay entire loans together with interest thereon and other charges to the banks



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and/or financial institutions and/or private financier and the Lessor shall not be liable in any manner for the same.

- (iii) The security for any such construction finance shall be only 62% of the Sales Proceeds receivable by the Developer in the Distribution Account and shall not extend to any other borrowing or financial arrangement, if any of the Developer with any banks or financial institution not connected with the construction of the Housing Complex and shall not be any security to any guarantee or collateral obligation of the Developer in any manner.
- (iv) The Developer shall keep the Lessor as also the Said Property and/or the said Housing Complex absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Lessor or any Transferee in this regard. It is clarified that in case owing to any loans or finances obtained by the Developer as aforesaid, the Lessor suffers any losses damages actions claims demand or proceedings due to any non-repayment or delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the Developer hereby indemnify and keep the Lessor fully saved harmless and indemnified in respect thereof.
- (v) Within 6(six)months from the expiry of the Completion Time (defined in Clause X (4) below), the Developer shall be obligated to get the mortgage, if any created to be released and to get the original Lease Deeds of the said Property released from the concerned lender, if the same is caused to be deposited by the



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Developer from the Lessor with the lender and handover the same to the Lessor. It being agreed that if the Developer delays in getting the said documents released then in such event the Developer shall be liable to indemnify and keep the Lessor fully saved harmless and indemnified in respect of any loss, damage, cost, claim, demand, action or proceeding that may arise and shall also pay to the Lessor Rs. 2,00,000/- (Rupees Two lakh thousand only) per month as pre-determined damages till the compliance is done.

4. Upon Completion of the construction of the Housing Complex and the formation of an Association, the Lessor shall, subject to the title deeds remaining with the Lessor, deposit the original Lease Deeds to the association of co-lessees of Units in the Housing Complex, if so and as required by law.

#### **IX. MANNER OF CONSTRUCTION BY DEVELOPER**

1. The Developer shall appoint and engage professional team of reputed Architects & Designers to cause preparation of plans and all other persons as may be required for construction of the said Housing Complex on such terms and conditions as the Developer may think fit and proper and the Developer shall pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in respect thereof. It being agreed that the Developer shall inform the Lessor in advance regarding the appointment of Architect.
2. That the Developer shall appoint and employ competent building contractors and sub-contractors and other persons and all requisite tools, tackles, plant machinery etc., to carry out the construction of the said Housing Complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the



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building contractor or sub-contractor and others as the case may be. All remuneration, fees, charges, costs, fee, expenses as may be required in connection with architect, consultant, designer, contractor, sub-contractor and all other persons employed or engaged shall be borne and paid by the Developer exclusively and shall be appointees of the Developer alone.

3. That the Developer for and on behalf of the Lessor shall be entitled to apply for and obtain electric, water, sanitary, gas, telephone and other connection and/or other amenities and facilities of whatsoever nature as may be required in the said Housing Complex and the Lessor hereby accords its consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.
4. That the entire construction work of the said Housing Complex at the said Property shall be with the knowledge and approval of the reputed architects and other requisite professionals appointed by the Developer and all materials required to be used for construction of the said Housing complex shall be of best quality. The materials used and/or specifications of construction shall adhere to the minimum requirements as are more fully and particularly described in the **Second Schedule** hereunder written. It is agreed and recorded that the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation and upon



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compliance of all laws, rules, byelaws and norms applicable thereto

5. In connection with the development of the Housing Complex, the Developer shall subject to the Lessor not being in default in compliance of its obligations hereunder:
- (i) install all electricity, gas, water, telecommunications and surface and foul water drainage to the Said Property and shall ensure that the same connects directly to the mains;
  - (ii) give all necessary or usual notices under any statute affecting the demolition and clearance of the Said Property, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the Said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice.
  - (iii) remain responsible for due compliance with all statutory requirements whether local, state or central and to cause and ensure that there is or remains no deviation in construction from the Plan or the agreed Specifications and also cause and ensure that no damage (including on account of any accident and/or mishap and/or loss or injury to life or property) in respect of construction and Completion of the Housing Complex is caused nor any such damage is caused to any neighbouring property and/or building in carrying out the development of the Said Property;
  - (iv) do all acts, deeds and things required by any statute and comply with all the requirements of all the authorities for the development and delivery of the Housing Complex at the said Property; incur all costs, charges and expenses for the purpose of constructing, erecting and completing the Housing Complex and also for during and the post construction insurance of the



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entire Housing Complex against all possible risks and protection thereof as per applicable laws;

- (v) not allow any other person to encroach nor permit any encroachment by any other person and/or persons into or upon the Said Property, or any part or portion thereof;
  - (vi) not expose the Lessor to any liability and shall regularly and punctually make payment of the fees, costs and/or charges as may be necessary and/or required for the purpose of construction, erection and Completion of the said Housing Complex and other obligations of the Developer; and
  - (vii) keep the Lessor saved harmless and fully indemnified from and against all losses, costs, charges, claims, actions, suits and proceedings that may be suffered or incurred by them in respect of all or any of the aforesaid obligations of the Developer.
6. In connection with the development of the Housing Complex, the Lessor shall subject to the Developer not being in default in compliance of its obligations hereunder:
- (i) not cause any interference or hindrance in the construction of the Housing Complex by the Developer and shall not do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Housing Complex and the Lessor shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.
  - (ii) render all assistance and cooperation to the Developer in construction of the proposed Housing Complex at the said Property, if so required and found necessary.



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- (iii) not let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the Said Property or any part thereof as from the date hereof save and except in accordance with the terms hereof.

**X. DURATION FOR COMPLETION**

1. It is agreed and recorded that the Lessor hereby grants permission to the Developer for the purpose of carrying out construction of the said Housing Complex at the said Property in a phase wise manner in accordance with the terms hereof.
2. The Developer shall within 6 months from the date of execution hereof apply for and obtain the N.O.C. under ULC (Ceiling and Regulation) Act, 1976, if required and submit the plans of the said Housing Complex before the concerned authorities of the Kolkata Municipal Corporation for necessary sanctions.
3. The Developer shall make best efforts to obtain necessary sanction of the plans of the said Housing Complex from the Kolkata Municipal Corporation and all other concerned authorities required to commence construction of the said Housing Complex as early as possible but shall be bound to obtain the same within 15 months from the date of execution hereof.
4. With regard to time of Completion of the Project, it has been agreed between the Parties that the Developer commence the construction work of the Housing Complex within 3 (three) months of the date of all the approvals being received, provided that it being agreed that the said period of 3 months shall be extended till the Developer having booked 50% of the saleable area comprised in the project 17 Radhanath Choudhary Road ("**Commencement Date**"). It is agreed and recorded that the Developer shall complete the construction of the entire said



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Housing Complex at the said Property in accordance with the sanctioned building plans and agreed specifications and manner herein stated and upon duly obtaining all certificates, permissions and clearances in respect thereof including the Completion Certificate from the Kolkata Municipal Corporation ("**Completion**") within 48 (forty-eight) months from the Commencement Date with an additional grace period of 6 months from the ("**Completion Time**"). The grant of additional grace period of 6 months shall be only for finishing works, if remaining pending at the end of the Completion Time.

5. The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure (as defined hereinabove) and of which the Developer shall have informed the Lessor in writing within 7 days. In such an event the above timelines shall be extended to that extent to complete the construction of the said Housing Complex.
6. Subject to Clause 5 above, it has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the said Housing Complex within the stipulated time as agreed hereinabove, then the time for Completion of such construction shall be extended by a maximum of six months upon payment interest @ 10% per annum on the Lessor's Share that would have been paid /become payable by each of the Intending Purchaser, but for such delay, as pre-determined liquidated damages (without prejudice to any other liabilities of the Developer) and thereafter Completion Time shall not be further extended and time in this regard and in all other regard shall be the essence of the contract.

#### **XI. REVENUE SHARING**

4. In consideration of the development of the Housing Complex at the said Property by the Developer at its own costs and



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expenses and in the manner hereinstated it is agreed by and between the Lessor and the Developer that the entire constructed areas of the said Housing Complex shall be demised and transferred by the Lessor and the Developer and the entire proceeds arising in respect thereof shall be apportioned in the following manner:

- (i) 38% (Thirty Eight percent) of the Sale Proceeds of the constructed areas of the said Housing Complex shall belong to the Lessor hereinafter called the "**Lessor's Share**".
  - (ii) 62% (Sixty Two percent) of the Sale Proceeds of the constructed areas of the said Housing Complex shall belong to the Developer hereinafter called the "**Developer's Share**".
2. It is agreed and recorded that the said Revenue Share shall be computed in the manner stated hereunder.

**XII. RERA ACCOUNT AND DISTRIBUTION OF THE SALE PROCEEDS :**

1. The Sale Proceeds (defined below) and all other receipts in respect of the sale of the Units (including the Deposits and Extra Charges) in the Housing Complex shall be deposited in a separate bank account ("**Master Account**") opened by the Developer for such purpose. Suitable standing instructions (prepared by the Lessor and the Developer jointly), consistent with the provisions of the RERA and the Rules made thereunder, shall be given to the Bank for disbursement of the Sale Proceeds (defined below) collected in such Master Account and available for distribution as per RERA rules to the respective accounts of the Lessor and the Developer. The accounts between the Parties with regard to Sale Proceeds collected in such Master Account and adjustments therefrom



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and disbursement thereof shall be gone into, taken and settled every month.

2. It being clarified that from the Master Account, 70% (seventy percent) of the Sales Proceeds shall be deposited in the RERA Account. From the Master Account, 30% of the Sale Proceeds (calculated as per the RERA) shall be deposited in a separate bank account for onward distribution of the respective shares of the Lessor and the Developer ("**Distribution Account**")
3. It being further clarified that the amount which is withdrawable from the RERA Account as per RERA Act and Rules and which interalia includes the land cost and the construction cost, shall be compulsorily transferred to the Distribution Account and shall not be transferred to any other account and standing instructions shall be made in this regard.
4. It is further agreed recorded and confirmed by and between the Parties hereto that standing instructions shall be made with regard to the Distribution Account as follows:
  - A) the Developer's Share (62%) to be transferred from the Distribution Account to a different bank account ("**Collection Account**") to be opened in name of the Developer which Collection shall be used exclusively by the Developer.
  - B) the Lessor's Share (38%) shall be transferred from the Distribution Account to a different bank account to be opened in name of the Lessor after deduction of the Sales and Marketing Expenses. The said sale and Marketing expenses deducted shall be transferred to the Collection Account



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- C) Further GST collected from the Intending Purchaser/Buyer shall also be transferred to Collection Account.

It being further agreed recorded and confirmed that standing instructions as recorded herein above shall not be altered without the approval of both the parties.

5. **"Sale Proceeds"** in this context shall mean the amounts received on any account from the Transferees in respect of the transfer or agreement/contract of transfer of the Units/constructed spaces and all other transferable areas with or without proportionate share in land and Common Areas and Installations, including the price, premium, salami, rent, advance rent, car-parking charges, high-rise charges, preferential location charges, interest/compensation if any received by the Developer from Transferees on any delayed payment or otherwise, transfer/nomination charges, any amount received from Transferees as compensation on cancellation of an Agreement for Sale and any other amounts on any account received but the term shall not mean or include:
- (i) the Deposits;
  - (ii) the Extra Charges;
  - (iii) the Goods & Service taxes, duties, fees etc.;
  - (iv) amounts received by Developer by way of loan for financing the Housing Complex;
  - (v) amount received from Transferees for stamp duty and registration charges; and
6. **"Deposits"** in this context shall mean each of the amounts levied /received by the Developer from a Transferee as deposits and/or as sinking funds, maintenance deposits, municipal tax deposits etc. by whatever name called, each as determined by



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the Developer and will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the organization/ association or made over to any body/authority, statutory or otherwise.

7. "Extra Charges" shall mean the extra amounts paid by and/or the reimbursements received from a Transferee by the Developer towards club fit out charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, charges/fees towards/in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction, as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer.
8. In addition to the Sale Proceeds to form part of the Developer's Share the Developer shall be entitled to retain all amounts paid by the Transferees on account of Deposits and Extra Charges. The aforesaid amounts on account of Deposits retained by the Developer shall be made over by the Developer to the Holding Organisation/Association of the Transferees upon its formation after adjustment of expenses if any.
9. It is agreed that the Deposits shall be taken by the Developer only along with the second last instalment of consideration payable by the intending Transferees.
10. The Developer shall maintain the books of account in connection with the sale/ lease/assignment and/or transfer of the Units comprised in the said Housing Complex and provide copies of the statements on a monthly basis to the Lessor. The Lessor shall be entitled to take copies of the books. The Lessor shall also be entitled to take inspection of the Books of Account



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maintained by the Developer in respect of the Housing Complex.

11. It is agreed and recorded that if after six months from the date of issuance of the Completion certificate from the appropriate authority in respect of the said Housing Complex there are any unsold areas in the said Housing Complex then the Lessor and Developer shall allocate the same mutually as per the same ratio as applicable to the distribution of the Sale Proceeds and the allottees shall thenceforth be liable to bear the maintenance charges, taxes and/or any other charges in respect of their allocated areas in the said Housing Complex until the same are sold in favour of the Transferees. It being agreed that Parties shall bear the taxes applicable to them respectively including GST, Extra Charges and Deposits in respect of the unsold Units in their respective share immediately upon receipt of Completion Certificate.

### **XIII. SALE AND TRANSFER OF CONSTRUCTED AREAS**

1. It is hereby expressly agreed and declared that it is the intention of the Parties to commercially exploit the Said Property to the hilt and to share the revenue in the ratio as aforesaid. The Parties agree that the Developer shall have the right to market the Housing Complex but only at the pricing to be mutually agreed by the Developer and the Lessor in writing ("**Minimum Sales Price**"). No sale or otherwise transfer shall be made below the Minimum Sales Price, unless mutually agreed in writing between the Developer and Lessor. Both the Developer and the Lessor shall be entitled to from time to time to propose revision in the Minimum Sales Price. However, the Minimum Sales Price shall be modified only if mutually agreed in writing. The Developer shall be entitled to enter into agreements in its own name with the Transferees in respect of the various Units,



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apartments, constructed spaces and car parking spaces forming part of the development and to receive realize and collect the Sale Proceeds and other amounts only in the manner as stated in clause XI (1) hereinabove and the Lessor agrees to join as party to any agreements which may be entered into by the Developer.

2. That in consideration of development of the Said Property, it is agreed that the Lessor and the Developer shall execute and register with the appropriate registering authorities Deeds of Leases/under-lease for transferring and/or demising the constructed areas and other areas of the said Housing Complex together with the undivided proportionate impartible leasehold share in the said Property appertaining thereto unto and in favour of the Transferees and their under-lessees and the cost for stamp duty and registration charges in respect thereof shall be borne by the Transferees and/or their under-lessees as the case may be. It is agreed and recorded that the entire constructed areas and other areas of whatsoever nature of the said Housing Complex together with undivided proportionate impartible share in the land appertaining thereto are to be transferred or demised jointly by way of leases and/or under-lease by the Lessor and the Developer and all rents, issues and profits arising thereof shall be appropriated by the Parties in proportion to their respective share of the Sale Proceeds of the said Housing Complex as stipulated above. Further, the Lessor and the Developer shall execute and register all Deeds or other Documents as may be required to give effect to the same.
3. Without prejudice to the rights of the Developer to act as attorney of the Lessor as hereinafter contained, the Lessor shall from time to time, as and when required by and at the request of the Developer, execute and register agreement for lease/ transfer deed or deeds or other documents of transfer for lease, transfer



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or disposal of Units / car parking space and other spaces areas rights and benefits in the Housing Complex at the Said Property in favour of the respective Transferees thereof without raising any objection whatsoever. In the event of the Lessor failing and/or refusing to execute such lease / transfer deeds and other documents of transfer, the Developer and/or its nominee/s shall be entitled to execute the same for and on behalf of and as the attorney of the Lessor. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

4. In case any agreement to be entered into with the intending Transferees for the lease and/or transfer of the Units/constructed spaces are terminated, cancelled and/or rescinded for any reasons, the consequences of such termination, cancellation and rescinding shall in case such cancellation is for reasons attributable to the Developer, be binding upon the Lessor as well as the Developer. In case of such termination, cancellation and rescinding, the Lessor as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest/compensation to such intending Transferees within the agreed time frame. It being clarified that in the event such interest and compensation is payable on account of any action and/or inaction on the part of the Developer, in such cases the Lessor shall not be required to make payments/ refunds of such interest and compensation.
5. Any transfer shall be done only after sanction of Building Plans and registration of the Housing Complex under the relevant provisions of the RERA and no agreement or deed shall be executed prior thereto. Furthermore, any deed of transfer/sub-lease/under-lease shall not be executed in favour of any Transferee until the entire consideration and other amounts



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payable by such transferee are received either in the account of the parties directly to the extent their respective shares therein or are received from the Transferee in the Master Account for distribution to the Parties as hereinbefore mentioned.

#### **XIV. MARKETING AND SALES**

1. The Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing Complex. The brokerage or commission for sale and transfer of the constructed areas of the said Housing Complex shall be borne by the Developer and Developer shall adjust the Sales and Marketing Expenses (as defined below) from the Sale Proceeds payable to the Lessor in proportion to their respective shares
2. "Sales and Marketing Expenses" shall mean an amount not exceeding 5% (five percent) plus applicable GST of the Sales Proceeds which includes 2% (two percent) plus applicable GST on account of sales/brokerage expenses and 3% (three percent) plus applicable GST being on account of marketing expenses.
3. It is agreed and recorded that the Transferees (including the Lessor and the Developer for the Unsold Units) 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 in respect of transfer of their respective units or share in the constructed areas of the Housing Complex.

#### **XV. RATES, TAXES AND OUTGOINGS**

1. It is agreed and recorded that the Lessor shall bear and pay the Municipal rates, taxes, levies, surcharge, outgoings and all other impositions relating to Municipal tax concerning or relating to the Said Property upto the Commencement Date and thereafter



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till the Completion of the said Housing Complex the same shall be paid by the Developer.

2. On and from the date of obtaining Completion Certificate of the said Housing Complex and upon handing over of the Units in favour of the intending Transferees, the respective Transferees shall pay all rates and taxes with regard to their respective areas of the said Housing Complex and for other unsold Units and constructed areas, the Developer and the Lessor shall pay the same in their respective ratios stated hereinabove.

#### **XVI. POWER AND RESTRICTIONS**

1. That the Lessor shall grant a Power of Attorney in favour of the Developer and/or its nominee or nominees to act on their behalf and to do all acts, deeds or things as may be required to be done by it in terms of this Agreement only for the purpose of the development, construction of the Units in the said Housing Complex and/or the said Housing Complex at the Said Property. It being agreed that the Lessor shall grant inter-alia powers to the Developer and/or its nominees to enter into agreements and sale/lease/assignment deed with the intending Transferees to be exercised in accordance with the agreed terms hereinabove and it further being made clear that the power to execute the sale deed shall only be exercised after receipt of Completion Certificate and payment of the entire Sale Proceeds by the Transferees either to the Lessor and the Developer directly or by deposit of the same in the Master Account.
2. That the Lessor hereby appoints the Developer to also act as project manager with respect to the development of the said Housing Complex.

#### **XVII. OBLIGATIONS OF DEVELOPER TO MAINTAIN COMMON PARTS OF THE HOUSING COMPLEX**



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1. That the Developer shall frame a scheme for the management and administration of the said Housing Complex and all intending Transferees and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the said Housing Complex. A copy of such scheme shall be provided by the Developer to the Lessor.
2. That as and when the construction of the Housing Complex is completed and Completion Certificate is granted and the same is ready for occupation, the Developer shall give written notice to the Lessor and all the intending Transferees to occupy their respective constructed areas in the said Housing Complex and within 15 (fifteen) days from the date of the said notice the Lessor and Developer and their respective intending Transferees shall be liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof.

#### **XVIII. DRAFTING OF DEEDS & DOCUMENTS**

1. That all agreement for lease/sub lease/assignment, deeds of assignment/ lease/sub lease, deeds of under-lease and or other documents which are required to be executed and registered for transfer by way of lease or otherwise (as may be advised) of the constructed areas together with undivided proportionate impartible share of the said Property appertaining thereto shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Units and other constructed areas of the said Housing Complex and the Lessor and Developer shall from time to time execute and register all such Agreements for Lease/Sub Lease, Deeds of Lease/Sub Lease, under-Lease and other Deeds and documents unto and in favour of intending Transferees and



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shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.

2. That the template of all agreement for lease/sub lease/assignment, deeds of assignment/ lease/sub lease, deeds of under lease and other documents which are required to be executed and registered as envisaged herein shall be drafted by common solicitor or solicitors of the respective Parties in consonance with the RERA provided however, fees in respect thereof shall be paid from the common expenses out of the account of the Lessor and Developer.
3. That the Lessor and Developer shall not change alter and/or deviate from the said uniform drafts of the agreement for lease/sub lease/assignment, deeds of assignment/ lease/sub lease and/or other documents.

**XIX. SPECIFIC PERFORMANCE IN RESPECT OF TRANSFER DOCUMENTS:**

1. In case the Lessor fails to execute the deeds of assignment/ lease/sub lease in favour of the intending Transferees in respect of the Units and other constructed areas of the Housing Complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be paid by the Lessor to the Developer.
2. In case the Developer fails to join and sign as necessary party in the deeds of assignment/ lease/sub lease in favour of the intending Transferees in respect of Units and other constructed areas of the Housing Complex then the Lessor shall be entitled to file suit for specific performance and all the costs, charges



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and expenses on account of filing of the suit and damages shall be paid by the Developer to the Lessor.

**XX. NAME OF THE HOUSING COMPLEX**

It is agreed and recorded that the said Housing Complex shall be named as may be mutually agreed upon.

**XXI. JOINT DEVELOPMENT**

It is agreed and recorded that this Agreement shall be treated as Joint Development Agreement by and between the Lessor and the Developer and the Developer shall have right to develop the said Property on the terms as envisaged herein.

**XXII. INDEMNITY**

1. That the Lessor shall keep the Developer indemnified against all liabilities of the said Property and it is hereby made expressly clear that in the event of there being any defect in title in respect of the said Property, it shall be the obligation and responsibility of the Lessor, as the case may be, to remedy and/or cure the same at its own cost. The Lessor shall, keep the Developer and its Directors and Officers and each one of them saved harmless and fully indemnified till completion of the construction of the Project in all respects, from and against all costs charges claims actions suits and proceedings including litigation costs in the event of there being any defect in title in respect of the said Property. Further, the Developer shall keep the Lessor indemnified against all damages costs charges claims actions suits and proceedings including litigation costs that may arise in course of construction and Completion of the said Housing complex at the said Property and/or owing to any delay, default or breach of any term, condition, covenant or obligation of the Developer hereunder.



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2. The Developer may enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time but the Lessor shall not be concerned therewith nor shall the liabilities or obligations of the Developer hereunder or in pursuance hereof shall be affected in any manner whatsoever.

### **XXIII. TERMINATION**

1. The Lessor may, at its option, terminate this Agreement in the following events:-
  - (i) If the Developer commences a case or other proceeding of its voluntary winding up, reorganization, dissolution, insolvency or liquidation or similar law of any jurisdiction during the development of the said Property or otherwise suffers any order of winding up or dissolution or is insolvent or suffers any appointment of any custodian or the like for it or any substantial part of its property or calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or
  - (ii) If the Developer fails to obtain sanction of the Building Plans within the stipulated time or fails to commence construction of the said Building within the Commencement Time.
  - (iii) In case of failure on the part of the Developer to complete the said Housing Complex with all common amenities and facilities within the respective stipulated time and grace period as provided hereinabove.
2. Before determining this Agreement, the Lessor shall give to the Developer a prior written notice of at least 30 (thirty) days requiring the Developer to justify such delay or remedy such breach.



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3. It is also agreed and recorded that upon such termination the Developer shall cease to have any right title interest under this Agreement in respect of the said Property but shall continue to have all obligations and liabilities towards the Lessor, the intending Transferees, the authorities and for all claims/compensation payable to intending Transferees, third parties, authorities in respect of the Housing Complex or any part thereof. Upon such termination the Lessor shall be entitled to cause Completion the construction of incompleted portions of the said Housing Complex at the costs and expenses of the Developer together with 25% penalty thereupon. With effect from the termination, the Developer's Share of Sale Proceeds and all other Extras and Deposits shall belong to the Lessor. Upon Completion of construction, if the total amounts receivable by the Lessor from the Developer on account of costs of construction, penalty, unpaid liquidated damages, claims/compensation payable to intending Transferees, third parties, authorities etc., is less than the amounts received by the Lessor on account of the Developer's Share of Sale Proceeds, the Developer shall pay the shortfall to the Lessor immediately and otherwise the Lessor shall pay the surplus amount to the Developer immediately.
4. The rights granted to the Developer to develop the said Property shall not be revoked by the Lessor so long the Developer is not in default of its obligations hereunder, without prejudice to the rights of the Developer to rectify the defaults, if any, within 30 days of receiving prior notice in writing from the Lessor informing the Developer of the nature of the default.
5. The Developer may, at its option, terminate this Agreement in the following events:-



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- (i) If the Lessor commences a case or other proceeding of its voluntary winding up, reorganization, dissolution, insolvency or liquidation or similar law of any jurisdiction during the development of the said Property or otherwise suffers any order of winding up or dissolution or is insolvent or suffers any appointment of any custodian or the like for it or any substantial part of its property or calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or
  - (ii) If there is any defect in the title/leasehold interest of the Lessor in the said Property till completion of the construction of the Project in all respects and which the Lessor fails to remedy upon receiving a notice in writing from the Developer thereabout giving time of 30 days for the same;
6. Upon termination of this Agreement for any of the above defaults of the Lessor in that event it shall be lawful for the Developer to claim reimbursement of all costs charges and expenses incurred till then all after adjustment of the amounts until then received by the Developer (including those from the Transferees) and together with interest at the rate of 12 % per annum on the unadjusted amount. Further, upon such termination the Developer shall cease to have any right title interest under this Agreement in respect of the said Property and the Lessor shall deal with the said Housing Complex and the Transferees.

#### **XXIV. NOTICES**

Any notice or other communication given by any Party to this Agreement shall be in writing and shall be deemed to have been served if delivered personally or by registered post, speed post or facsimile or electronic mail to the following addresses:



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**If to the Lessor:**

Name : Macfarlane & Co. Limited  
Address : C/o. Texmaco Rail & Engineering Limited, Belgharia,  
Kolkata - 700056  
Attention : G. D. Rathi  
Email : gd.rathi@texmaco.in

**If to the Developer:**

Name : PS Group Realty Private Limited  
Address : The Address, 1002 EM Bypass, Kolkata 700105  
Attention : Gaurav Dugar  
Email : gaurav@psgroup.in

**XXV. ARBITRATION AND GOVERNING LAW**

1. All disputes and differences between the Parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or the determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
2. The seat and venue of arbitration shall be Kolkata and the language will be English. The awards passed by the arbitral tribunal shall be binding on the Parties.
3. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the Parties hereto.

**XXVI. WAIVERS**



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No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

#### **XXVII. MODIFICATION**

This Agreement may be modified only by a written document signed by both the Parties. A purported oral modification shall not be effective.

#### **XXVIII. SEVERABILITY**

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

#### **XXIX. ASSIGNMENT**

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other party and any such attempted assignment or transfer shall be void.

#### **XXX. HEADINGS**

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.

#### **XXXI. REPRESENTATIVES**

##### **1. APPOINTMENT OF REPRESENTATIVE**



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For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri G. D. Rathi shall be deemed to be the authorised representative for and on behalf of the Lessor for the following purposes:

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

## 2. **APPOINTMENT OF DEVELOPER'S REPRESENTATIVE**

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Mr. Surendra Kumar Dugar be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement.
  - ii) performance and responsibilities of the Developer in connection with the Development.
  - iii) For such other purposes for the purpose of facilitating the work of Completion of the said project in terms of this Agreement.
3. It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the Parties to whom such authorized representative belongs.

## **XXXII. GREEN BUILDING**

The Developer has agreed to develop the Housing Project as a green building project subject to being granted the necessary



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approvals as stipulated under the applicable law(s) provided that the fees payable for any extra floor area ratio for such green building shall be borne by the Lessor alone and for its construction shall be borne by the Developer alone. It being clarified the construction cost including the sanction fees and all other costs shall be borne by the Developer.

**XXXIII. TITLE INSURANCE**

It shall be the liability of the Lessor to obtain title insurance in respect of the said Property in terms of RERA if required in consultation with the Developer.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**THE SAID PROPERTY**

ALL THAT the divided and demarcated piece and parcel of land containing an area of 3 bighas, 13 cottahs, 9 chittacks and 11 sq.ft. be the same a little more or less together with the structures standing thereon (measuring about 3229 sq ft. pucca in nature and tin shed 31710 sqft) situate lying at and being Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata 700015 , Police Station Entally, within Ward No.56 of The Kolkata Municipal Corporation, under Sub Registration Office Sealdah, in the District of South 24-Parganas duly butted and bounded as follows:

<b>On the North</b>	:	By Bibi Bagan Lane
<b>On the South</b>	:	By Private Passage
<b>On the East</b>	:	By Municipal Premises No. 17 Radhanath Chowdhury Road
<b>On the West</b>	:	By Radhanath Chowdhury Road

Shown in the plan attached hereto and marked in Red Border herein



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**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**(SPECIFICATIONS)**

**I. Living Room/Dining Area**

Flooring : Vitrified tiles (600mm x 600mm)

Wall : Ready to Paint

Ceiling : Ready to Paint

Door and windows:

Main door : Flush doors

Balcony : Aluminum sliding door with full glazing

Windows/Glazing : UPVC/ Powder coated aluminum windows

Electrical : Modular switches and copper wiring

**II. Bedrooms**

Flooring : Vitrified tiles (600mm X 600mm)

Wall : Ready to Paint

Ceiling : Ready to Paint

Door and windows:

Shutter : Flush doors

Windows/Glazing : UPVC/ Powder coated aluminum windows

Electrical : Modular switches and copper wiring

**III. Kitchen**

Flooring : Ceramic tiles

Wall : Ceramic tiles upto 2 (two) feet height above the kitchen counter

Ceiling : Ready to Paint

Counter : Granite slab

Door and windows:

Shutter : Flush doors

Electrical : Modular switches and copper wiring



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#### IV. Toilets

Flooring : Ceramic tiles

Wall : Ceramic Tiles upto 7 (seven) feet height

Ceiling : Ready to Paint

Door:

Shutter : Flush doors

\*Sanitary ware & CP :Standard Sanitary Ware and CP Fittings

#### V. Utility

Flooring : Anti-skid tiles

Wall : Ready to Paint

Ceiling : Ready to Paint

#### VI. Balcony

Flooring : Anti skid tiles

Wall : Painted to match the exterior elevation

Ceiling : Painted with lights installed

Door:

Frame with shutter : UPVC/ Powder coated aluminum type

Windows/Glazing : Aluminum/ UPVC

Railing : MS Railing designed to match the exterior

#### VII. Stairs

Main stairs : Kota stones

Service stairs : Kota stones

#### VIII. Additional Facility

Intercom system : Apartment to apartment and all service areas

Security system : CCTV camera surveillance

#### IX. Power back up:

For common areas only



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SOUTH 24 PGS., ALIPORE  
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IN WITNESS WHEREOF the Parties hereto have set subscribed their respective hands on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata In the presence of :

1. ~~Swarnalata Mohanty~~  
68 JESSORA ROAD  
KOL-75

2. Abhishek Roy  
1002, B.M. By-pass  
KOL-700105

PS GROUP REALTY PVT. LTD.

Swarnalata Mohanty  
Director / Authorised Signatory

**SIGNED, SEALED AND DELIVERED**

by the **LESSOR** at Kolkata In the presence of :

1. ~~Swarnalata Mohanty~~  
68 JESSORA ROAD  
KOL-75

2. Abhishek Roy

For Macfarlane & Company Ltd.

S. D. Retia  
Director

Abhishek Roy

**Abhishek Roy**

Advocate

Alipore Judges Court

Enrollment No F/2047/1780/2019



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PREMISES NO. - 18 RADHANATH CHOWDHURY ROAD, KOLKATA- 700015.

WARD NO - 56, BOROUGH -VII

LAND AREA = 3 B 13 K 9 CH 11 SQFT

SCALE - N/S

PREM NO : 14/1

PREM NO : 17

B I B | B A G A N | L A N E

PREM NO : 18

PREM NO : 20A

9100

9100

91 M N ROAD  
PRIVATE PASSAGE

FKIA  
G+12, PREM NO : 16

RADHANATH CHOWDHURY ROAD

For Macfarlane & Company Ltd.

*S. D. Raitai*

Director

SIGNATURE OF LESSOR:

PS GROUP REALTY PVT. LTD.

*Sumit Kumar*

Director/Authorised Signatory

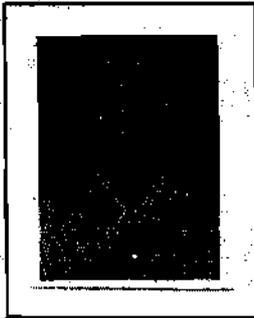
SIGNATURE OF DEVELOPER





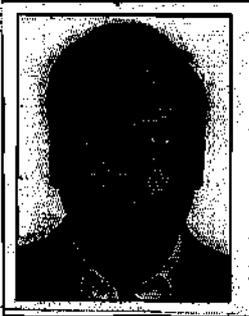
DISTRICT SUB REGISTRAR-II  
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# SPECIMEN FORM FOR TEN FINGERPRINTS



*S. Pratik*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



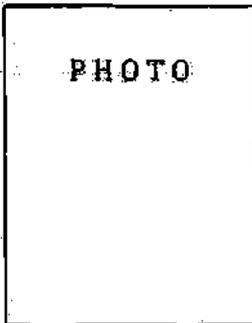
*Jeeva Kumar Singh*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Parvathamma Das*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



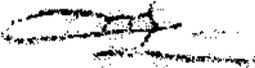
DISTRICT SUB REGISTRAR-II  
SOUTH 24 P.S. ALIPORE  
15 JUL 2022

  
 ভাৰতীয় নিৰ্বাচন কমিশ্বন  
 पबिष्टम मार  
**ELECTION COMMISSION OF INDIA**  
**IDENTITY CARD**  
 YTZ1096429




নিৰ্বাচকৰ নাম : প্রভাকর দাস  
 Elector's Name : Prabhakar Das  
 পিতাৰ নাম : শংকর দাস  
 Father's Name : Shankar Das  
 প্ৰ/সে : M  
 জন্ম তারিখ : 01/05/1991  
 Date of Birth : 01/05/1991

YTZ1096429  
 ঠিকানা:  
 নাবাগ্রাম পুৰ্বা, নাবাগ্রাম, শ্যামপুর, হোৱাৰা, ৭১১৩১৫  
 Address:  
 NABAGRAM-PURBA, NABAGRAM,  
 SHYAMPUR, HOWRAH, 711315



Date: 28/09/2019  
 (76-উলুবেড়া বাকশিন কেন্দ্রের নির্বাচন নিয়ন্ত্রক)  
 (76-উলুবেড়া বাকশিন কেন্দ্রের নির্বাচন নিয়ন্ত্রক)  
 Facilitator Signature of the Electoral  
 Registration Officer for  
 176-Ulubeda Bakshin Constituency

(76-উলুবেড়া বাকশিন কেন্দ্রের নির্বাচন নিয়ন্ত্রক)  
 (76-উলুবেড়া বাকশিন কেন্দ্রের নির্বাচন নিয়ন্ত্রক)  
 (76-উলুবেড়া বাকশিন কেন্দ্রের নির্বাচন নিয়ন্ত্রক)

In case of change in address mention the Card No.  
 in the change Form for including your name in the  
 poll at the changed address and to obtain the card  
 with serial number.



### Major Information of the Deed

Deed No.	I-1603-11143/2022	Date of Registration	21/07/2022
Query No./Year	1603-2002132918/2022	Office where deed is registered	
Query Date	14/07/2022 1:07:31 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	PRAVAKAR DAS 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement (No. of Agreement : 2)		
Sell Forth value	Market Value		
	Rs. 28,51,23,842/-		
Stamp Duty Paid (SD)	Reg. Stamp Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Radhanath Chowdhury Road, Road Zone : (R. N. Chowdhury -- Rest Portion) , Premises No: 18, , Ward No: 056 Pin Code : 700015

Sch. No.	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Sell Forth Value (In Rs)	Market Value (In Rs)	Other Details
L1	(RS :-)		Bastu	3 Bigha 13 Katha 9 Chatak 11 Sq Ft		27,43,82,567/-	Property Is on Road
<b>Grand Total :</b>				<b>121.4033Dec</b>	<b>0/-</b>	<b>2743,82,567 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Sell Forth Value (In Rs)	Market Value (In Rs)	Other Details
S1	On Land L1	3229 Sq Ft.	0/-	21,79,575/-	Structure Type: Structure
Gr. Floor, Area of floor : 3229 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	31710 Sq Ft.	0/-	85,61,700/-	Structure Type: Structure
Gr. Floor, Area of floor : 31710 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>34939 sq ft</b>	<b>0/-</b>	<b>107,41,275 /-</b>	

**Land Lord Details :**

S/No	Name Address, Photo, Finger print and Signature
1	<b>MACFARLANE &amp; CO. LIMITED</b> 9/1, R N Mukherjee Road, City:- , P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx6L, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

S/No	Name Address, Photo, Finger print and Signature
1	<b>PS GROUP REALTY PRIVATE LIMITED</b> 1002, Em Bypass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 , PAN No.:: axxxxxx0e, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

S/No	Name Address, Photo, Finger print and Signature
1	<b>Mr GHANSHYAM DAS RATHI</b> Son of Late Brij Ratan Rathi 26, P K Tagore Street, City:- , P.O:- Beadon Street, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx7j, Aadhaar No: 26xxxxxxxx9903 Status : Representative, Representative of: MACFARLANE & CO. LIMITED (as DIRECTOR)
2	<b>Mr SURENDRA KUMAR DUGAR (Presentant)</b> Son of Late J M Dugar 2B, Dover Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx7k, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as DIRECTOR)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Pravakar Das</b> Son of Mr. Shankar Das Nabagram, Shyampur, City:- , P.O:- Nabagram, P.S:-Shyampur, District:- Howrah, West Bengal, India, PIN:- 711315			
Identifier Of Mr GHANSHYAM DAS RATHI, Mr SURENDRA KUMAR DUGAR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	MACFARLANE & CO. LIMITED	PS GROUP REALTY PRIVATE LIMITED-121.403 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	MACFARLANE & CO. LIMITED	PS GROUP REALTY PRIVATE LIMITED-3229.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	MACFARLANE & CO. LIMITED	PS GROUP REALTY PRIVATE LIMITED-31710.00000000 Sq Ft

**Endorsement For Deed Number : I - 16031143 / 2022**

**On 15-07-2022**

**Presented for registration (Under Section 52 & Part 24 of the WB Registration Rules, 1982)**

Presented for registration at 15:50 hrs on 15-07-2022, at the Private residence by Mr SURENDRA KUMAR DUGAR

**Certificate of Market Value (WB PVM Rules of 2007)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 28,51,23,842/-

**Admission of Execution (Under Section 58 of the WB Registration Rules, 1982) (Representative)**

Execution is admitted on 15-07-2022 by Mr GHANSHYAM DAS RATHI, DIRECTOR, MACFARLANE & CO. LIMITED, 9/1, R.N Mukherjee Road, City:-, P.O:- R N Mukherjee Road, P.S:-Hare Street, District-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Pravakar Das, , Son of Mr Shankar Das, Nabagram, Shyampur, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 15-07-2022 by Mr SURENDRA KUMAR DUGAR, DIRECTOR, PS GROUP REALTY PRIVATE LIMITED, 1002, Em Bypass, City:-, P.O:- Dhapa, P.S:-Tiljala, District-South 24-Parganas, West Bengal, India, PIN:- 700105

Identified by Mr Pravakar Das, , Son of Mr Shankar Das, Nabagram, Shyampur, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 18-07-2022**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53/- ( E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2022 2:53PM with Govt. Ref. No: 192022230073296551 on 14-07-2022, Amount Rs: 21/-, Bank: Indian Bank ( IDIB000C001), Ref. No: IB14072022186347 on 14-07-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by by online = Rs 75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2022 2:53PM with Govt. Ref. No: 192022230073296551 on 14-07-2022, Amount Rs: 75,020/-, Bank: Indian Bank ( IDIB000C001), Ref. No: IB14072022186347 on 14-07-2022, Head of Account 0030-02-103-003-02

**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

On 21-07-2022

Certificate of Admissibility/Rule 43, WB 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 53/- ( E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 352597, Amount: Rs.100/-, Date of Purchase: 04/07/2022, Vendor name: S Das



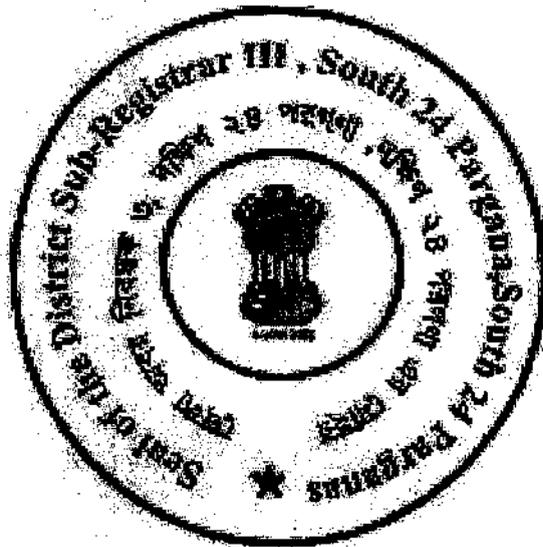
Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1603-2022, Page from 418284 to 418338**

**being No 160311143 for the year 2022.**



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2022.08.01 16:32:24 +05:30  
Reason: Digital Signing of Deed.

**(Debasish Dhar) 2022/08/01 04:32:24 PM**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS**

**West Bengal.**

**(This document is digitally signed.)**



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 931095

certified that the documents submitted for registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III  
Alipore, South 24-pargana

18.01.22

**DECLARATION DEED FOR BOUNDARY AREA**

THIS DEED OF DECLARATION, made this 18<sup>th</sup> day of January, 2022 made by **MACFARLANE & CO. LIMITED** (CIN : **L51909WB1919PLC003356**) (PAN **AABCM9446L**) a company incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 9/1 R.N. Mukherjee Road, P.S. Hare Street, Post Office:-R.N Mukherjee Road, Kolkata - 700001 and represented by its Director, **Ghanshyam Das Rathi (Mobile No- 9830015845) (PAN:ADBPR1417J) (AADHAAR No-267817829903)** son of Late Brij Ratan Rathi residing at 26 P.K. Tagore Street P.O. - Beadon Street P.S. - Jorabagan Kolkata 700006 hereinafter referred to as the "LESSEE" hereby solemnly affirm and undertake as follows:-

18/01/22

- 3 JAN 2022

15  
To: Mr. S. Chandrababu Naidu, Chief Minister, Government of Andhra Pradesh, Hyderabad.

From: Mr. S. Chandrababu Naidu, Chief Minister, Government of Andhra Pradesh, Hyderabad.

**S. CHANDRABABU NAIDU**  
Minister, Alipore Police Court  
Kolkata - 71

*[Signature]*  
Saminran Das  
Stamp Vendor  
Alipore Police Court  
South 24 Pgs. Kolkata

Subject: [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]



**DISTRICT SUB REGISTRAR - III**  
**SOUTH 24 PGS., ALIPORE**  
8 JAN 2022

*[Handwritten signature]*  
Alipore Police Court  
Kolkata

1. We are the lessee of the Premises No. 18 Radhanath Chowdhury Road, (formerly Tangra Road), Kolkata 700015, Police Station-Entally.
2. That we propose to construct a building in the aforesaid premises.
3. That the said property is held by us being Premises No. 18 Radhanath Chowdhury Road, (formerly Tangra Road), Kolkata 700015, Police Station-Entally, within Ward No.56 of the Kolkata Municipal Corporation being within Police Station -Entally comprising a total land area being equivalent to 5813.916 Sq. m (more or less) but as per physical the land area is 3 Bigha 0 Cottah 7 Chittak 19 Sq.ft i.e. equivalent to 4044.39 sq.mt. more or less within the municipal limits of Kolkata with structures standing thereon.
4. That only we shall be liable to any dispute with any of our neighbours adjoining to our premises in future. However, the Kolkata Municipal Corporation will not be liable for any litigation for the said land.
5. The actual boundary line of the property is fully mentioned below and shown in the plan annexed herewith demarcated with red border.
6. There is no civil or original suit pending against the said property and the said property is free from all encumbrances.
7. That, in case of any dispute of boundary, the sanctioned plan may stand revoked.

That the aforesaid site plan is part of the affidavit.



3 25 2012

**THE SCHEDULE ABOVE REFERRED TO :**  
**LEASEHOLD PROPERTY**

ALL THAT piece and parcel of land with structure measuring about 4044.39 sq.mt more or less situate lying at being Premises No. 18 Radhanath Chowdhury Road, (formerly Tangra Road), Kolkata 700015, Police Station-Entally, within Ward No.56 of the Kolkata Municipal Corporation, being butted and bounded as follows :-

- ON THE NORTH : Bibi Bagan Lane;  
ON THE SOUTH : 9.1 meter driveway and 20A Radhanath Choudhary Road;  
ON THE EAST : Premises No 17 Radhanath Choudhary Road;  
ON THE WEST : Radhanath Chowdhury Road ;

IN WITNESS WHEREOF the parties hereto have put their seals and signatures on the day month and year first above written.

Witness:

1. *Sandj man haw*  
*At police station*
2. *for sh.*  
*At police station*  
*41-22*

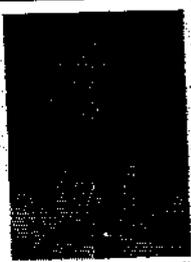
MACFARLANE & CO. LIMITED  
*K. O. Ratai*  
(Director/Authorised Signatory)

(DECLARANTS)

*Prepared by me*  
*at the office of the*  
*for sh.*  
*At police station*  
*41-22*  
*11/2/2011*



18 JAN 2022

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

Name G. HANSHYAM DAS RATHI  
 Signature K. Rath

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name \_\_\_\_\_  
 Signature \_\_\_\_\_

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name \_\_\_\_\_  
 Signature \_\_\_\_\_

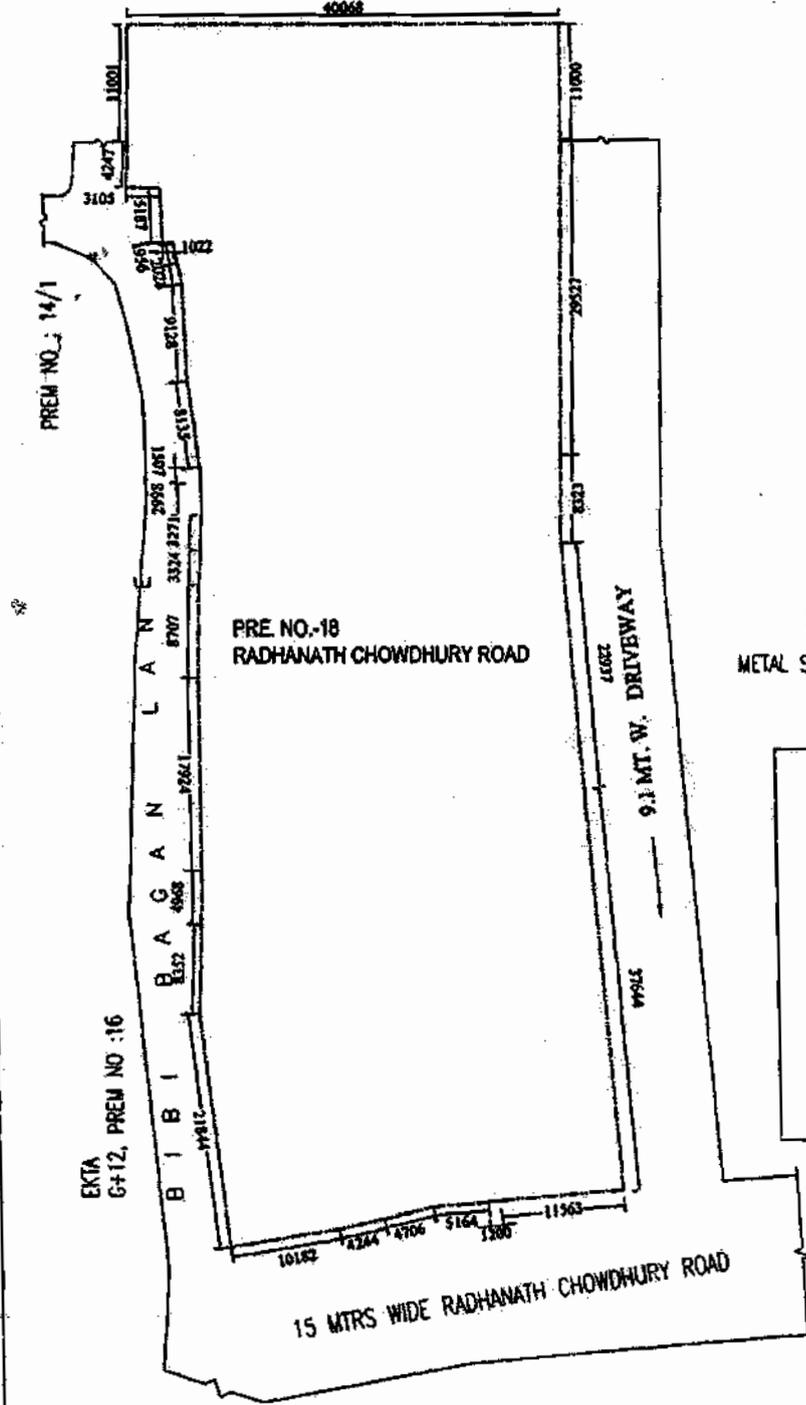


DISTRICT COURT OF THE DISTRICT OF COLUMBIA  
CLERK OF COURT  
8 JAN 2022

PREMISES NO. - 18 RADHANATH CHOWDHURY ROAD, KOLKATA.  
 WARD NO - 58, BOROUGH - VII  
 LAND AREA (AS PER PHYSICAL)= 4044.39 SQM.  
 SCALE - 1:600



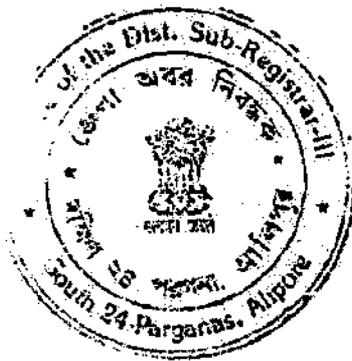
PREM NO : 17 RADHANATH  
 CHOWDHURY ROAD



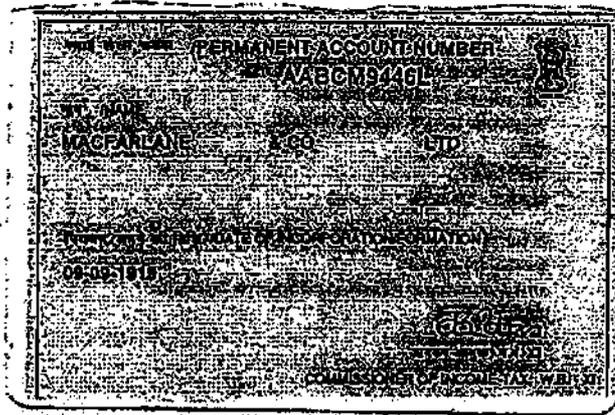
PREM NO : 20A  
 METAL SHED ROOF FRAMING.  
 G+1

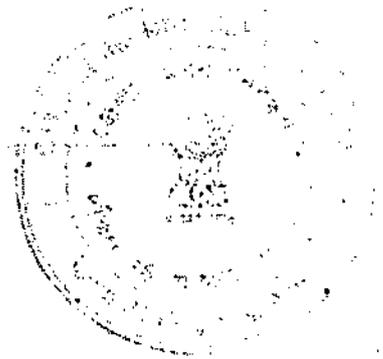
MACFARLANE & CO. LIMITED  
*S. D. Kati*  
 (Director/Authorised Signatory)

SIGNATURE OF LESSEE



DISTRICT S...  
SOUTH 24 PARGANAS  
18 JAN 2022







भारत सरकार  
GOVERNMENT OF INDIA



गणेश दश राठी  
Ghanshyam Das Rathi  
DOB: 25-11-1953  
Gender: Male



2678 1782 9903

आधार - आम आदमी का अधिकार



भारत सरकार  
GOVERNMENT OF INDIA

१६, सि. ए. टैगोर स्ट्रीट, बेंदुन स्ट्रीट, कोलकाता  
कोलकाता, पश्चिम बंगाल, ७००००६

Address:  
26, P.K Tagore Street, Bendon  
Street, Bendon Street, Kolkata,  
Kolkata, West Bangal, 700006

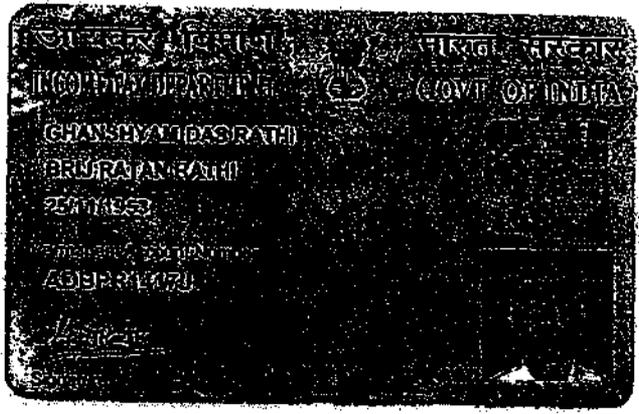


1947  
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

P.O. Box No.1947,  
Bangalore-560 001





GOVERNMENT OF INDIA

GOVERNMENT OF INDIA

CHANDIGARH

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CHANDIGARH

AGRICULTURE

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Office of the Dist. Sub-Registrar  
South 24 Parganas, Alipore

1938

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1938

### Major Information of the Deed

	I-1603-00476/2022	
	1603-2000106379/2022	
	11/01/2022 10:15:46 PM	1603-2000106379/2022
<b>Applicant Name, Address &amp; Other Details</b>	Bapi Das Alipore Polica Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8334980846, Status :Advocate	
<b>[0901] Declaration, Declaration relating to immovable property</b>		
Rs. 1/-	Rs. 22,93,69,093/-	
Rs. 50/- (Article:4)	Rs. 39/- (Article:E)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)	

#### Land Details :

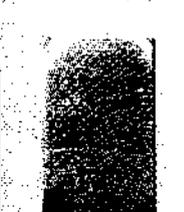
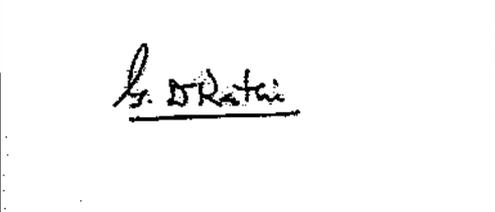
District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Radhanath Chowdhury Road, Road Zone : (R. N. Chowdhury – Rest Portion) , , Premises No: 18, , Ward No: 056 Pin Code : 700015

L1	(RS :-)	Bastu	43533.8 Sq Ft	1/-	22,93,69,093/-	Width of Approach Road: 30 Ft.,
<b>Grand Total :</b>			<b>99.7651Dec</b>	<b>1 /-</b>	<b>2293,69,093 /-</b>	

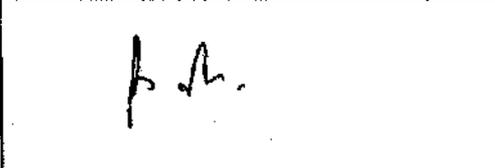
#### Declarant Details :

<b>1</b>	<b>MACFARLANE &amp; CO LTD</b> 9/1 R.N. Mukherjee Road, City:- , P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx6L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
----------	---

**Representative Details :**

1	<b>Mr Ghanshyam Das Rathi</b> (Presentant) Son of Late Brij Ratan Rathi Date of Execution - 18/01/2022, Admitted by: Self, Date of Admission: 18/01/2022, Place of Admission of Execution: Office			
	Jan 18 2022 12:15PM LTI 18/01/2022 18/01/2022	26 P.K. Tagore Street, City:- , P.O:- Beadon Street, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxx7J, Aadhaar No: 26xxxxxxxx9903 Status : Representative, Representative of : MACFARLANE & CO LTD (as Director)		

**Identifier Details :**

<b>Mr BAPI DAS</b> Son of Late SUNIL DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			
	18/01/2022	18/01/2022	18/01/2022
Identifier Of Mr Ghanshyam Das Rathi			

**Endorsement For Deed Number : I - 160300476 / 2022**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 of Indian Stamp Act 1899.

Presented for registration at 12:01 hrs on 18-01-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Ghanshyam Das Rathi ..

Execution is admitted on 18-01-2022 by Mr Ghanshyam Das Rathi, Director, MACFARLANE & CO LTD, 9/1 R.N. Mukherjee Road, City:- , P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr BAPI DAS, , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 39/- ( E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 39/-

Certified that required Stamp Duty payable for this document is Rs. 10/- and Stamp Duty paid by Stamp Rs 50/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no AC1095, Amount: Rs.50/-, Date of Purchase: 03/01/2022, Vendor name: SAMIRAN DAS



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1603-2022, Page from 22187 to 22200**

**being No 160300476 for the year 2022.**



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2022.01.18 13:00:20 +05:30  
Reason: Digital Signing of Deed.

**(Debasish Dhar) 2022/01/18 01:00:20 PM**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS**  
**West Bengal.**

**(This document is digitally signed.)**

# MACFARLANE & COMPANY LIMITED.

---

Memorandum

AND

Articles of Association.

( As adopted on the 25th day of May, 1964. )

---

*Incorporated on 8-9-1919 under the Indian Companies Act, 1913.*

No. 2645.

IN THE OFFICE OF  
THE REGISTRAR OF COMPANIES UNDER ACT VII OF 1913.

IN THE MATTER

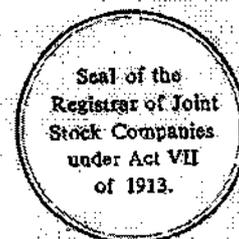
OF

**Macfarlane and Company, Limited.**

I DO HEREBY CERTIFY that pursuant to Act VII, 1913, of the Legislative Council of India, entitled "The Indian Companies Act, 1913," Memorandum of Association and Articles of Association (annexed) have been this day filed and registered in my office, and that the said Company has been duly incorporated and is a Company limited by shares, pursuant to the provisions of the said Act.

*Dated this 5th day of September, One Thousand  
Nine Hundred and Nineteen.*

MEMO. OF FEES.		Rs.	As.	P.
2283	For Registering the Company	275	0	0
	Do. Articles of Association	3	0	0
TOTAL		278	0	0



Rupees Two Hundred and Seventy-eight only.

(Sd.) W. STATHER HALE,  
Registrar of Companies under Act VII of 1913.

KISHOR KUMAR RAJGARIA  
Digitally signed by KISHOR KUMAR RAJGARIA  
DN: cn=KISHOR KUMAR RAJGARIA, o=, ou=, email=kishor.rajgaria@nic.gov.in, c=IN  
Date: 2022.05.12 14:32:26 +0530

# MACFARLANE & COMPANY

## LIMITED

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**MEMORANDUM OF ASSOCIATION**  
OF  
**MACFARLANE & COMPANY, LIMITED.**

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1. The name of the Company is "MACFARLANE & Co., LIMITED."

2. The Registered Office of the Company will be situate in Bengal.

3. The objects for which the Company is established are all or any of the following (and in construing the following sub-clauses the scope of no one of such sub-clauses shall be deemed to limit or effect the scope of any other of such sub-clauses) :—

(1) To acquire and take over as a going concern and carry on the business carried on by James Macfarlane under the style or firm of Macfarlane & Co. and all or any of the assets and liabilities of such business and with view thereto to enter into and carry into effect (either with or without modification) an agreement which has already been prepared and is expressed to be made between the said James Macfarlane of the one part and the Company of the other part a copy whereof has for the purpose of identification been endorsed with the signature of F. H. Eggar, Solicitor.

(2) To carry on the businesses of manufacturers, importers, exporters, buyers and sellers of, and dealers in, all kinds of medicines, pharmaceutical and medicinal preparations, drugs, chemicals and foods suitable for invalids and infants.

(3) To carry on the business of manufacturers, importers, exporters, buyers, sellers on hire-purchase or otherwise, letters to hire, repairers, storers and warehousemen of automobiles, motor cars, motor lorries, motors, cycles and velocipedes, and vehicles of all kinds whether moved by mechanical power or not, and all machinery, implements, utensils, appliances, apparatus, lubricants, fuel oil, petrol, spirits, cements, solutions and all accessories and things capable of being used therewith

or in the manufacture, maintenance, repair or working thereof respectively.

- (4) To carry on the businesses of manufacturers, importers, exporters, buyers and sellers of and dealers in paints, enamels, varnishes and oils of every description.
- (5) To carry on the business of merchants ; of manufacturers, producers, importers, exporters, buyers and sellers of and dealers in minerals, products, produce, goods and merchandise of every kind, whether in a manufactured or unmanufactured or raw state ; of bankers, and financiers ; of shipowners ; of carriers by land or water ; of managing agents, secretaries, shipping agents, insurance agents, or manufacturers, mine-owners, or mercantile agents or any kind of manufacturing, commercial, financial or agency business.
- (6) To carry on the business of prospectors, miners, smelters, refiners, iron masters, quarry masters, colliery proprietors, coke manufacturers, iron founders, brass founders, steel makers, metallurgists, potters and lime, brick, cement, artificial stone and concrete manufacturers in all their respective branches.
- (7) To purchase take on lease, or acquire by licence, concession, grant or otherwise, any mines, minerals, metalliferous land or mining, prospecting or quarrying rights.
- (8) To search for, win, get, raise, quarry, crush, smelt, calcine, refine, dress, amalgamate, manipulate, prepare for market, sell, buy or deal in tin, wolfram, manganese, mica, coal, iron, ironstone, marble, limestone, silica, brickearth, fireclay, bauxite clay, chalk, stone, flint, gravel, sand, ballast, and ore, metal and mineral substances of all kinds ; and to manufacture and deal in coke, patent fuel, lime, bricks, fire bricks, paper, tiles, pottery, cement, artificial stone and any other substances, articles and commodities.
- (9) To carry on the businesses of builders, civil engineers, mechanical engineers, manufacturers of metal castings, machinery and implements, tool makers, metal workers, boiler makers, mill wrights, wagon builders, machinists, welders, tin smiths, copper smiths, electro platers, galvanisers, japanners, painters and wood-workers.
- (10) To carry on the businesses of electric engineers and contractors, and manufacturers and repairers of and dealers in electric, magnetic, galvanic and other

apparatus and all machinery, apparatus and things required for or capable of being used in connection with the generation, supply, accumulation and employment of electricity.

- (11) To carry on the business of Marine engineers and of building, converting, repairing, letting for hire, buying and selling ships, steamers, steam, electric and motor launches, barges and any other vessels or craft, whether sea-going or otherwise.
- (12) To carry on the business of manufacturers of and dealers in ropes, hemp, fibre, cork, wire and any materials and articles used for or in connection with the manufacture of rope by patent or other process.
- (13) To grow, cultivate, produce, prepare, grind, mill, decorticate, manufacture, prepare for market, and deal in rice, tea, coffee, cinchona, rubber, fibre, cocoanuts, seeds, fruits and every kind of produce or products of the soil and products of agriculture or husbandry and either by wholesale or retail.
- (14) To carry on the businesses of timber growers, timber merchants and saw-mill proprietors, and to grow, prepare for market, manipulate, and deal in timber, wood and fuel of all kinds, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used.
- (15) To take on lease, hire, purchase or otherwise acquire any lands, plantations, rights over or connected with lands, buildings, works, plant, machinery, apparatus, stock-in-trade and immovable or movable property of any description and any patents, rights or privileges which may be deemed necessary or convenient for any business which the Company is authorized to carry on.
- (16) To erect, construct, maintain or alter, or assist in the erection, construction, maintenance or alteration of any buildings, erections or works, and to pull down, alter and rebuild any buildings, erections or work acquired by the Company.
- (17) To acquire, construct, maintain, alter, improve, develop, manage, work, control or superintend any roads, ways, waterworks, ponds, tanks, wells, reservoirs, aqueducts, canals, watercourses, docks, wharves, railways, tramways, branches, sidings, bridges, factories, warehouses, workshops, offices, vessels, boats,

barges, launches and other works and conveniences and to contribute to the expense of constructing, improving, maintaining and working any of the same.

- (18) To lease, let out on hire, mortgage, pledge, sell or otherwise dispose of the whole or any part of the undertaking of the Company, or any lands, business, property, rights or assets of any kind of the Company or any share or interest therein respectively, in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other corporation having objects altogether or in part similar to those of the Company.
- (19) To pay brokerage or commission to any person or persons in consideration of his or their subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares or debentures of the Company, or procuring or agreeing to procure subscriptions whether absolute or conditional for the same and to pay such brokerage or commission either in cash or in debentures or in shares of the Company credited as fully or partly paid up, or partly in one of such modes and partly in another.
- (20) To remunerate any person or persons for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
- (21) To pay any premiums or salaries and to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and to issue any such shares either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company.
- (22) To pay all or any costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (23) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or corporation carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of the Company.

- (24) To promote any other Company for the purpose of acquiring all or any of the property of this Company or advancing directly or indirectly the objects or interests thereof, and to take or otherwise acquire and hold shares in any such Company, and to guarantee the payment of any debentures or other securities issued by any such Company.
- (25) To take or otherwise acquire and hold shares in any other Company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (26) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventures, reciprocal concession or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any business or transactions which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in any such Company.
- (27) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- (28) To invest moneys of the Company not immediately required upon such securities as may from time to time be determined.
- (29) To lend money to such persons and on such terms as may seem expedient; and, in particular, to customers of and to other persons having dealings with the Company, and to guarantee the performance of contracts by members of or persons having dealings with the Company.
- (30) To appoint and employ Agents, Managers, Technical Advisers and Experts and constitute Agencies of the Company in India or in any other country whatsoever.
- (31) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, charges upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem, or pay off any such securities.

- (32) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependants of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies, funds or objects.
  - (33) To distribute any of the Company's property among the members in specie.
  - (34) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, subcontractors, trustees or otherwise.
  - (35) To do all such other things as are incidental or as the Company may think conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.

MACFARLANE & CO. LTD.

The following Ordinary Resolution was passed at the Annual General Meeting of the Company held on 18th July, 1996.

"Resolved that 5,000 Cumulative Preference Shares of Rs. 100 each forming part of the authorised Share Capital of the Company be classified as 1,00,000 Ordinary Shares of Rs. 5 each. Further resolved that Clause 5 of the Memorandum of Association of the Company be altered accordingly."

except from the Financial Year in which the dividend is declared and paid as and when the profits permit and the Directors recommend.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
J. MACFARLANE, 14, Camac Street, Calcutta, Merchant.	1
A. N. WARDLEY, 4, Fairlie Place, Calcutta, Merchants' Assistant.	1
W. E. BREMNER, 4, Fairlie Place, Calcutta, Merchants' Assistant.	1
A. L. B. TUCKER, 4, Fairlie Place, Calcutta, Merchant.	1
H. BENSON, Managing Director, Crawford & Co., Ltd., 308, Bow Bazar St., Calcutta.	1
HUGH F. MYTTON, 8, Clive Row, Calcutta, Jute Broker.	1
J. R. MILLER, 3, Clive Row, Calcutta, Jute Broker.	1
Total ...	7

Dated the 3rd day of September, 1919.

Witness :-

J. S. DALLAS,

3, Short Street,

Calcutta.

**ARTICLES OF ASSOCIATION**  
**OF**  
**MACFARLANE & COMPANY**  
**LIMITED.**

*Adopted by Special Resolution passed at an Extra Ordinary  
General Meeting of the Company held on the  
25th day of May, 1964.*

**I. PRELIMINARY.**

1. Save as provided herein, the regulations contained in Table "A" in Schedule I to the Act, or in the Schedule to any previous Act shall not apply to the Company.

Table "A" not  
to apply.

2. The following expressions shall have the following meanings unless there be something in the subject or context inconsistent therewith —

Interpretation.

\* "The Company" means "MACFARLANE & COMPANY LIMITED."

"The Act" means the Companies Act, 1956.

"The Directors" means the Directors of the Company or as the case may be, the Directors assembled at a Board meeting.

"The Secretaries & Treasurers" means the Secretaries & Treasurers of the Company.

"The Office" means the Registered Office of the Company.

"The Register" means the Register of Members to be kept pursuant to the Act.

"The Registrar" means the Registrar of Companies of the State in which the office is situated.

"Dividend" includes bonus.

"Month" means calendar month.

"Seal" means the Common Seal of the Company.

"In Writing" and "Written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number, and "vice versa."

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act.

The marginal notes are inserted for convenience and shall not affect the construction of these Articles.

II. CAPITAL

(1) SHARES.

Redeemable Preference Shares.

3. Subject to the provisions of these Articles and of Section 80 of the Act, the Company shall have power to issue preference shares, which are, or at the option of the Company are to be liable to be redeemed on such terms and in such manner as the Company may determine.

Allotment of shares.

4. Subject to the provisions of these Articles, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times, as the Directors think fit and with power to issue any shares as fully paid up in consideration of services rendered to the Company in its formation or otherwise. Provided that where the Directors decide to increase the issued capital of the Company by the issue of further shares, the provisions of Section 81 of the Act will be complied with. The Directors with the sanction of the Company in General Meeting, shall have full power to give to any person the right to call for the allotment of any shares either at par or at a premium, and for such period, and for such consideration as the Directors think fit.

Further issue of Capital by Directors.

Power to issue shares at a discount.

5. Subject to the provisions of the Act it shall be lawful for the Company to issue at a discount shares of a class already issued.

Power to pay certain Commissions for placing shares.

6. The Company may, subject to the compliance with the provisions of Sections 76 of the Act exercise the powers of paying commission on the issue of shares and debentures. The commission may be paid or satisfied in cash or in shares, debentures or debenture stock of the Company.

Brokerage.

7. The Company may pay a reasonable sum for brokerage.

8. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognise any trust, *benami* or equitable or other claim to or interest in such share on the part of any other person or any interest in any fractional part of a share whether or not it shall have express or other notice thereof.

Trusts not recognized.

(2) CERTIFICATES.

9. The certificates of title to shares shall be issued under the Seal of the Company.

Certificates.

10. Every member shall be entitled free of charge to one or more certificates for all the shares of each class registered in his name in marketable lots, or if the Board so approves to several certificates each for one or more of such shares, but in respect of each additional certificate, the Company, if the Board so determines, shall be entitled to charge a fee of not exceeding Re. 1.

Members' right to certificate.

11. If any certificate be worn out or defaced, then, upon production thereof to the Company, the Board may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Board and on such indemnity as the Board deems adequate being given, a new certificate in lieu thereof may be given. For every such new certificate and for every new certificate issued on the consolidation or sub-division of certificates, there shall be paid to the Company, if the Board so determines, a sum not exceeding Re. 1. In case of destruction or loss the member to whom such new certificate is given shall also bear and pay to the Company all legal costs and other expenses of the Company incidental to the investigation by the Company of the evidence of such destruction or loss and to the preparation of such indemnity.

As to issue of new certificate in place of one defaced, lost or destroyed, etc.

(3) JOINT-HOLDERS OF SHARES.

12. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint-tenants with benefit of survivorship subject to the provisions following and to the other provisions of these Articles relating to joint-holders :—

Joint-holders.

- (a) The Company shall not be bound to register more than four persons as the joint-holders of any share.
- (b) The joint holders of a share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share.

Maximum number.

Liability severally as well as joint.

Survivors of joint-holders only recognised.

(c) On the death of any one of such joint-holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to or interest in such share but the Board may require such evidence of death as it may deem fit.

Delivery of certificate.

(d) Only the person whose name stands first in the Register as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share.

(4) CALLS.

Calls.

13. The Directors may, from time to time, subject to the terms on which any shares may have been issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

When call deemed to have been made.

14. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

Notice of call.

15. Not less than 14 days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

Amount payable at fixed times or by instalments payable as calls.

16. If by the terms of issue of any share or otherwise, the whole or part of the amount or issue price thereof is made payable at any fixed time or by instalments at fixed times, every such amount or issue price or instalment thereof shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall apply to such amount, or issue price or instalment accordingly.

When interest on call or instalment payable.

17. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 12 per cent. per annum, from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine but they shall have power to waive the payment thereof wholly or in part.

Evidence in actions by Company against share-holders.

18. On the trial or hearing of any action or suit brought by the Company against any member or his representative to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name

of the defendant is, or was, when the claim arose, on the Register of the Company as a holder, or one of the holders of the number of shares in respect of which such claim is made, that the resolution making the call is duly recorded in the minute book and that the amount claimed is not entered as paid in the books of the Company, and it shall not be necessary to prove the appointment of the Directors who made any call, nor that a quorum of Directors was present at the meeting at which any call was made nor that such meeting was duly convened or constituted, nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.

19. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may at the option of the Directors either pay interest at such rate as may be agreed or provide for payment of dividend in proportion to the amounts paid up (which shall include amounts paid in advance as aforesaid), but the member shall not be entitled to any voting rights in respect of money so paid by him until the same would but for such payment become presently payable.

Payment of  
calls in advance

#### (5) FORFEITURE AND LIEN.

20. If any member fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may, at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

If call or  
instalment not  
paid, notice  
may be given.

21. The notice shall name a day (not being less than 21 days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place or places appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.

Form of notice.

22. If the requisitions of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeitures shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. Neither the receipt by the Company of a portion of any money

If notice not  
complied with  
shares may be  
forfeited.

which shall from time to time be due from any member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided.

Notice after forfeiture.

23. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Forfeited share to become property of the Company.

24. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture.

25. The Directors may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Arrears to be paid notwithstanding forfeiture.

26. Any member whose shares have been forfeited shall notwithstanding such forfeiture, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereupon, from the time of the forfeiture until payment at 12 per cent. per annum or such other rate as the Directors may determine and the Directors may enforce the payment thereof without any deduction or allowance for the value of the shares at the time of forfeiture but shall not be under any obligation to do so.

Effect of forfeiture.

27. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incidental to the share except only such of those rights as by these Articles are expressly saved.

Evidence of forfeiture.

28. A duly verified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares.

Company's lien on shares.

29. The Company shall have a first and paramount lien upon all the shares (not fully paid up) registered in the name of each member (whether solely or jointly with others), and upon the

proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares, and no equitable interest in any share shall be created except upon the footing and condition that Article 8 hereof is to have full effect and the said lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

30. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have elapsed and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, or his committee, *curator bonis* or other person recognised by the Company as entitled to represent such member and default shall have been made by him or them in the payment of the sum payable as aforesaid for seven days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable by such member, and the residue (if any) paid to such member, his executors, administrators, or other representatives or persons so recognised as aforesaid.

As to enforcing  
lien by sale

Application of  
proceeds of sale

31. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers by these presents given, the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the Register in respect of such shares his title to such shares shall not be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition, nor impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Validity of  
sales.

32. Where any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered to the Company by the former holder of the said shares the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

Power to  
issue new  
certificate.

#### (6) TRANSFER AND TRANSMISSION OF SHARES

33. Subject to the provisions of the Act, no transfer of shares shall be registered unless a proper instrument of transfer duly stamped and executed by the transferor and transferee has been delivered to the Company together with the certificate or

Execution of  
transfer, etc.

certificates of the shares, or if no such certificate is in existence, along with the letter of allotment of shares. The instrument of transfer of any shares shall be signed both by the transferor and the

transferee and shall contain the name, and other particulars both of the transferor and the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

Application for transfer.

34. Application for the registration of the transfer of a share may be made either by the transferor or the transferee provided that, where such application is made by the transferor, no registration shall in the case of partly paid shares be effected unless the Company gives notice of the application to the transferee in the manner prescribed by the Act, and, subject to the provisions of Articles 8 and 37 hereof, the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

Notice of transfer to registered holder.

35. Before registering any transfer tendered for registration the Company may, if it so thinks fit, give notice by letter posted in the ordinary course to the registered holder that such transfer deed has been lodged and that, unless objection is taken, the transfer will be registered and if such registered holder fails to lodge an objection in writing at the Office of the Company within seven days from the posting of such notice to him he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder, the Company shall be deemed to have decided not to give notice and in any event the non-receipt by the registered holder of any notice shall not entitle him to make any claim of any kind against the Company in respect of such non-receipt.

Indemnity against wrongful transfer.

36. Neither the Company nor its Directors shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognised as the holder of such share and the previous holder shall so far as the Company is concerned be deemed to have transferred his whole title thereto.

37. Subject to the provisions of Section 111 of the Act, the Board, without assigning any reason for such refusal, may, within two months from the date on which the instrument of transfer was delivered to the Company, refuse to register any transfer of a share upon which the Company has a lien and, in the case of a share not fully paid up, may refuse to register a transfer to a transferee of whom the Board does not approve.

In what case to decline to register transfer of shares.

38. No transfer shall be made to a minor or person of unsound mind or firm without the consent of the Board.

No transfer to minor or person of unsound mind.

39. All instruments of transfer which shall be registered shall be retained by the Company.

When instrument of transfer to be retained.

40. If the Directors refuse to register the transfer of any shares, the Company shall, within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal.

Notice of refusal to register transfer.

41. On giving seven days' notice by advertisement in a newspaper circulating in the District in which the Office of the Company is situated, the Register of Members may be closed during such time as the Directors think fit not exceeding in the whole forty-five days in each year but not exceeding thirty days at a time.

Power to close transfer books and register.

42. The executors or administrators or the holder of a succession certificate in respect of shares of a deceased member (not being one of several joint-holders) shall be the only person whom the Company shall recognise as having any title to the shares registered in the name of such member and, in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognising any legal representative or heir or a person otherwise claiming title to the shares the Company may require him to obtain a grant of probate or letters of administration or succession certificate or other legal representation, as the case may be, from a competent Court: Provided nevertheless that in any case where the Board in its absolute discretion thinks fit it shall be lawful for the Board to dispense with the production of probate or letters of administration or a succession certificate or such other legal representation upon such terms as to indemnity or otherwise as the Board may consider desirable.

Transmission of registered shares.

43. Any person becoming entitled to or to transfer shares in consequence of the death or insolvency of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give),

As to transfer of shares of deceased or insolvent members.

Transmission Article.

be registered as a member in respect of such shares or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares. This Article is hereinafter referred to as "The Transmission Article". Subject to any other provisions of these Articles, if the person so becoming entitled to shares under this or the last preceding Article shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to transfers of shares. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid.

Notice of election to be registered as a shareholder.

Provisions of Articles relating to transfer applicable.

Rights of unregistered executors and trustees.

44. Subject to any other provisions of these Articles and if the Directors in their sole discretion are satisfied in regard thereto, a person becoming entitled to a share in consequence of the death or insolvency of a member may receive and give a discharge for any dividends or other moneys payable in respect of the share.

#### (7) SHARE-WARRANTS.

Power to issue Share warrants.

45. Subject to the provisions of Section 114 and 115 of the Act and subject to any directions which may be given by the Company in General Meeting, the Board may issue share-warrants in such manner and on such terms and conditions as the Board may deem fit. In case of such issue clauses 40 to 43 of Table 'A' in Schedule I to the Act, shall apply.

#### (8) STOCKS.

Conversion of Shares into Stock and re-conversion.

46. The Company may exercise the power of conversion of its shares into stock and in that case clauses 87 to 89 of Table "A" in Schedule I to the Act shall apply.

#### (9) ALTERATION OF CAPITAL.

Power to sub-divide and consolidate.

47. The Company may by ordinary resolution from time to time alter the conditions of the Memorandum of Association as follows:—

- (a) Increase the Share Capital by such amount, to be divided into shares of such amount as may be specified in the resolution;
- (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) Subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum, so however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and

(d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Notwithstanding anything contained in this Article so long as any money remains due by the Company to West Bengal Financial Corporation its successors and assigns (hereinafter called the 'Corporation') under or by virtue of any Deed or Deeds of Mortgage or charge executed by the Company in favour of the Corporation no change shall be made in the capital structure of the Company except for increase of share capital without the previous consent in writing of the Corporation.

48. The resolution whereby any share is subdivided or consolidated may determine that, as between the members registered in respect of the shares resulting from such subdivision or consolidation, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other subject nevertheless to the provisions of Sections 85, 87, 88, 93 and 106 of the Act.

On what conditions new shares may be issued.

49. Subject to the provisions of Sections 100 to 104 inclusive of the Act, the Board may accept from any member the surrender of all or any of his shares on such terms and conditions as shall be agreed.

Surrender.

#### (10) MODIFICATION OF RIGHTS

50. Whenever the capital (by reason of the issue of preference shares or otherwise) is divided into different classes of shares, all or any of the rights and privileges attached to each class may be varied in the manner provided in Section 106 of the Act and all the provisions hereinafter contained as to General Meetings shall, *mutatis mutandis*, apply as regard class meetings. Provided that the rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied under this Article by the creation or issue of further shares and such new shares may be issued with such preferential rights as may be decided at the time of issue thereof.

Power to modify rights.

#### (11) LOANS AND DEBENTURES.

51. The Board may from time to time at its discretion, subject to the provisions of the Act, raise or borrow from the Directors or from elsewhere and secure payment of any sum or sums of money for the purposes of the Company.

Power to borrow.

52. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of bonds, notes, convertible redeemable or otherwise, perpetual or redeemable debentures or debenture-stock or any mortgage or other

Conditions of borrowing.

security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

Issue of debenture.

53. Any debentures, debenture-stock, bonds and other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, or conversion, appointment of Directors and otherwise. Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

(12) RESERVES.

Reserves.

54. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit. The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as a reserve.

III. GENERAL MEETINGS.

(1) CONVENING OF MEETINGS.

55. The Board or the Secretaries & Treasurers may, whenever they think fit, call a general meeting provided however if at any time there are not in India Directors capable of acting who are sufficient in number to form a quorum any Director may call a general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.

(2) PROCEEDINGS AT GENERAL MEETINGS.

Quorum.

56. The quorum for a General Meeting shall be five members present in person.

Chairman.

57. At every General Meeting the Chair shall be taken by the Chairman of the Board of Directors. If at any meeting the Chairman of the Board of Directors be not present within fifteen minutes after the time appointed for holding the meeting or, though present, be unwilling to act as Chairman, the members present shall choose one of the Directors present to be Chairman, or if no Director shall be present and willing to take the Chair, then the members present shall choose one of their number, being a member entitled to vote, to be Chairman.

Sufficiency of ordinary resolution.

58. Any act or resolution which, under the provisions of this article or of the Act, is permitted or required to be done or passed by the company in general meeting shall be sufficiently so

done or passed if effected by an ordinary resolution unless either the Act or the Articles specifically require such act to be done or resolution passed by a special resolution.

59. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon a requisition of shareholders shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place, unless the same shall be a public holiday when the meeting shall stand adjourned to the next day not being a public holiday at the same time and place and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for the meeting, those members who are present and not being less than two persons shall be a quorum and may transact the business for which the meeting was called.

When, if quorum not present, meeting to be dissolved and when to be adjourned.

60. In the case of an equality of votes the Chairman shall, both on a show of hands and at a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

How questions or resolutions to be decided at meetings.

61. The Chairman of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give notice to the members of such adjournment or of the time, date and place appointed for the holding of the adjourned meeting.

Power to adjourn General Meeting.

62. If a poll be demanded, the demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Business may proceed notwithstanding demand of poll.

MACFARLANE & CO. LTD.

The following Special Resolution was passed at the Annual General Meeting of the Company held on 18th July, 1995

The words and figures "holding a Preference Share shall be entitled to 20 votes and every member" appearing in Article 63 be deleted.

64. Subject to the provisions of the articles, any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that seventy-two hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or *non compos mentis*, he may vote whether on a show of

Votes in respect of deceased, insolvent and insane members.

hands or at a poll by his committee, *curator bonis* or other person recognised by the Company as entitled to represent such member and such last mentioned persons may give their votes by proxy.

Joint-holders.

65. Where there are jointholders of any share any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting either personally or by proxy then that one of the said persons so present whose name stands prior in order on the Register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Article be deemed joint-holders thereof.

Instrument appointing proxy to be in writing.

66. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his Attorney duly authorised in writing or if such appointor is a corporation under its common seal or the hand of its Attorney.

Instrument appointing proxy to be deposited at the Office.

67. The instrument appointing a proxy and the Power-of-Attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

When vote by proxy valid though authority revoked.

68. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given: Provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received at the Office or by the Chairman of the Meeting before the vote is given: Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

Form of instrument appointing proxy.

69. Every instrument appointing a proxy shall, as nearly as circumstances will admit, be in the form set out in Schedule IX to the Act.

Restrictions on voting.

70. No member shall be entitled to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable presently to the Company in respect of any of the shares of such member.

71. No objection shall be taken to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote not disallowed at such meeting or poll and whether given personally or by proxy or otherwise shall be deemed valid for all purposes.

Validity of votes.

#### IV. DIRECTORS.

##### (1) GENERAL PROVISIONS.

72. Until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than three nor more than seven.

Number of Directors.

73. At the date of the adoption of these Articles, the Directors of the Company are :—

Present Directors.

Shri K. K. Birla  
Shri G. N. Khaitan  
Shri S. S. Kanoria  
Shri K. T. Poddar

#### MACFARLANE & COMPANY LIMITED

(74) The following Special Resolution was passed at the Fifty-fifth Annual General Meeting of the Company held on 23rd September, 1974 :—

"Resolved that Article 74 of the Articles of Association of the Company be deleted."

#### MACFARLANE & CO. LTD.

*The following Special Resolution was passed at the Annual General Meeting of the Company held on 25th July, 1969.*

"Resolved that the words and figures "Unless otherwise determined by the Company in general meeting each Director shall be paid out of the funds of the Company by way of remuneration for his services the sum of Rs. 100 for every meeting of Directors he attends" appearing in Article 75 of the Articles of Association of the Company be substituted by the words "Each Director shall be paid out of the funds of the Company such sum as may from time to time be fixed by the Board of Directors for every meeting of the Board of Directors or Committee thereof attended by him but not exceeding the sum as may from time to time be prescribed under the Act."

vacancy in which case  
minimum above fixed the Directors shall not except for the purpose

of filling vacancies or of summoning a General Meeting act so long as the number is below the minimum.

Directors and Secretaries & Treasurers may contract with Company.

77. Subject to the provisions of the Act, the Directors (including a Managing Director) and the Secretaries & Treasurers shall not be disqualified by reason of his or their office as such from holding office under the Company or from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or lessee or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or the Secretaries & Treasurers or with any company or partnership, of or in which any Director or the Secretaries & Treasurers shall be a member or otherwise interested be avoided, nor shall any Director or the Secretaries & Treasurers so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director or the Secretaries & Treasurers holding that office or of the fiduciary relation thereby established.

(2) APPOINTMENT OF DIRECTORS.

Appointment of Directors.

78. The Company in General Meeting, may, subject to the provisions of these Articles and the Act, at any time elect any person to be a Director and may from time to time increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.

Appointment of Additional Director.

79. (a) The Directors shall have power at any time and from time to time to appoint any person other than a person who has been removed from the office of a Director of the Company to be a Director of the Company as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed. Any Director so appointed shall hold office only until the conclusion of the next following Annual General Meeting of the Company when he shall be eligible for reappointment.

Casual vacancy may be filled by Board.

(b) The Directors shall also have power to fill a vacancy in the Board. Any Director so appointed shall hold office only so long as the vacating Director would have held the same if no vacancy had occurred.

Power to nominate Directors.

80. (a) Subject to the provisions of the Act, any State or Credit Institutions if so agreed between them and the Company shall be at liberty to nominate Directors in terms of such agreement.

80. (b) While any money remains due by the company to the West Bengal Financial Corporation under or by virtue of any deed or deeds, mortgage or charge executed by the company in favour of the Corporation, the Corporation shall have the right to appoint and remove from time to time the Director or Directors not exceeding two on the Board of Directors of the company to protect the interest of

the Corporation subject however that the Director or Directors so appointed by the Corporation shall not be liable to retire by rotation and need not possess any share qualifications.

81. The Board may appoint any person to act as an alternate director for a director during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meeting of the Board and to attend and vote thereat accordingly; but he shall ipso facto vacate office if and when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacates office as a Director.

Alternate  
Directors.

### (3) ROTATION OF DIRECTORS.

82. At the Annual General Meeting of the Company in every year, one third of the Directors for the time being liable to retire by rotation and if their number is not three or a multiple of three then the number nearest thereto shall retire from office. The Directors to retire at such Annual General Meeting shall be the Directors (other than *ex-officio* Director or Directors or Directors who by virtue of the provisions of any agreement with any Central or State Government or credit institution are not liable to retire) who shall have been longest in office since their last election. As between Directors who became Directors on the same day those to retire shall (in default of agreement between them) be determined by lot. For the purpose of this Article a Director appointed to fill a vacancy under the provisions of Article 79 (b) shall be deemed to have been in office since the date on which the Director, in whose place he was appointed, was last elected as a Director.

Rotation of  
Directors.

83. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.

Retiring  
Director eligible  
for re-election.

84. Subject to any resolution for reducing the number of Directors, if at any meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, the meeting shall stand adjourned till the same day in the next week or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place and if at the adjourned meeting the places of the retiring Directors are not filled up the retiring Directors or such of them as have not had their places filled up shall (if willing to continue in office) be deemed to have been re-elected at the adjourned meeting.

Adjournment  
of meeting for  
election of  
Directors.

(4) PROCEEDINGS OF DIRECTORS.

Meetings of Directors.

85. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.

Summoning a meeting of Directors.

86. The Secretary or the Secretaries & Treasurers may at any time, and upon request of any two Directors shall, summon a meeting of the Directors.

Voting at meeting.

87. Subject to the provisions of the Act, questions arising at any meeting shall be decided by a majority of votes, each Director having one vote, and in case of an equality of votes the Chairman shall have a second or casting vote.

Chairman of meeting.

88. The Chairman of the Board of Directors shall be the Chairman of the meetings of Directors: Provided that if the Chairman of the Board of Directors is not present, the Directors present shall choose one of their number to be Chairman of such meeting.

Acts of meeting.

89. A meeting of Directors in which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company and the Act for the time being vested in or exercisable by the Directors.

Delegation to committees.

90. The Directors may subject to compliance of the provisions of the Act from time to time delegate any of their powers to Committees consisting of such member or members of their body as they think fit, and may from time to time revoke such delegation. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors. The meeting and proceedings of any such Committee, if consisting of two or more members, shall be governed by the provisions for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulation made by the Directors under this Article.

Validity of acts.

91. All acts done at any meeting of Directors or of a Committee of the Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors, Committee or person acting aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was duly qualified. Provided always that nothing in this Article shall be deemed to give validity to acts done by such Directors, Committee or person acting as aforesaid after it has been shown that there was some defect in any appointment or that they or any of them were disqualified.

92. A resolution may be passed by the Board by circulation in accordance with the provisions of Section 289 of the Act.

Resolution by circulation.

93 The Directors shall cause minutes to be duly entered in the books provided for the purpose—

Minutes to be made.

- (a) of all appointments of officers and Committees made by the Directors ;
- (b) of the names of the Directors present at each meeting of the Directors and of any Committee of Directors ;
- (c) of all orders made by the Directors and Committees of Directors ;
- (d) of all resolutions and proceedings of General Meetings and of meetings of Directors and Committees.

And any such minutes of any meeting of Directors or of any Committee or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

#### (5) POWERS OF DIRECTORS.

94. The business of the Company shall be managed by the Directors in the name and authorities by these

General powers of Company vested in

### MACFARLANE & CO. LTD

The following Special Resolution was passed at an Annual General Meeting of the Company held on 23.9.1965

Resolved that the following Articles be inserted after Article 94 of the Articles of Association of the Company.

94A. Without prejudice to the general powers conferred by the preceding article the Directors may from time to time subject to the restrictions contained in the Act, delegate to any of the Directors, employees or other persons including any firm or body corporate any of the powers, authorities and discretions for the time being vested in the Directors.

94B. All deeds, agreements and documents and all cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, or endorsed, or otherwise executed as the case may be, by such persons (including any firm or body corporate) whether in the employment of the Company or not and in such manner as the Directors shall from time to time determine.

persons as the Directors shall from time to time determine under the Seal appoint. The Company may also exercise the powers of keeping Foreign Registers as provided by the Act.

V. SECRETARIES & TREASURERS.

Management  
by Secretaries  
& Treasurers.

96. The Cotton Agents Private Ltd. shall, subject to the provisions of the agreement for the time being subsisting with them and of the Act, be entitled to the management and carrying out of the whole of the affairs of the Company, subject to the superintendence control and directions of the Board of Directors.

VI. THE SEAL.

Custody of  
Seal etc.

97. The Directors shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Secretaries & Treasurers shall provide for the safe custody of the Seal and the Seal shall except as otherwise empowered under the Act or rules thereunder, never be used except by the authority of the Directors or of a Committee of the Directors or of the Secretaries & Treasurers and, one Director or the Secretaries & Treasurers as the case may be, shall sign every instrument to which the Seal is affixed: Provided, never theless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors or the Secretaries & Treasurers to issue the same.

VII. BOOKS OF ACCOUNT AND DIVIDENDS.

(1) BOOKS OF ACCOUNT.

Books of  
account to be  
kept.

98. The books of account shall be kept at the Office of the Company or at such other place as the Directors think fit.

Inspection  
by members.

99. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by law or authorised by the Directors or by the Company in General Meeting.

When accounts  
to be deemed  
finally settled.

100. Every Balance Sheet and Profit and Loss Account when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

(2) DIVIDENDS.

Division of  
Profits.

101. The net profits of the Company (after making provision if any, for sinking, depreciation and reserve funds and for carrying forward balances for the next year) shall subject to the

MACFARLANE & CO. LTD.

The following Special Resolution was passed at the Annual General Meeting of the Company held on 18th July, 1995.

The existing Article 101 be substituted by the followings:

"The net Profits of the Company (after providing for depreciation and reserve funds and for carrying forward balances for the next year) shall subject to the provisions of these articles including Article 19, be divisible in the following manner:

- i) To the holders of Ordinary Shares a dividend at the rate of 7% per annum on the capital for the time being paid up or credited as paid up thereon.
- ii) Thereafter to the holders of deferred shares a dividend at the rate of 7% per annum on the capital for the time being paid up or credited as paid up.
- iii) After payment of dividends as aforesaid to the holders of ordinary shares and deferred shares, the surplus divisible profits shall be payable *pari passu* to the holders of ordinary shares and deferred shares in proportion to the capital paid up or credited as paid up on the ordinary shares and deferred shares respectively."

ordinary shares and deferred shares respectively.

102. When capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

Capital paid in advance of calls.

103. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment subject to the provision of Section 207 of the Act.

Declaration and payment of dividends.

104. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Restrictions on amount of dividends.

105. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits, and no dividend shall carry interest as against the Company.

Dividend out of profits only and not to carry interest.

106. The declaration of the Directors as to the amount of the net profits of the Company in any year shall be conclusive.

What to be deemed net profits.

107. The Directors may from time to time pay to the members such *interim* dividends as in their judgment the position of the Company justifies.

Interim dividends.

108. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Debts may be deducted.

Company may retain dividends.

109. The Directors may retain the dividend payable upon shares in respect of which any person is under "The Transmission Article" entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

Dividend and call together.

110. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members, be set off against the call.

Capitalisation of Reserves.

111. Any General Meeting may upon the recommendation of the Directors resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserve fund or special account or in the hands of the Company and available for dividend and including any profits arising from the sale of the assets of the Company or any part thereof or by reason of any other accretion to capital assets or representing premium received on the issue of shares and standing to the credit of the share premium account, be capitalised and distributed (in the manner and to the extent permissible under the provisions of the Act) amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide any unissued shares, debentures or debenture stock (in the manner and to the extent aforesaid) of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, or debentures or debenture stock, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

Fractional certificates.

112. For the purpose of giving effect to any resolution under the preceding Article, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates or ignore fractions or may vest the same in trust for the persons entitled as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with the provisions of the Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

Any one of Joint-holders can give receipts.

113. Any one of several persons who are registered as joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.

114. Unless otherwise directed, any dividend may be paid by cheque, warrant or postal money order sent through the post to the registered address of the member or person entitled thereto, or in the case of joint-holders to the registered address of that one whose name stands first on the Register in respect of the joint holding or to such person and such address as the member or person entitled or such joint-holders, as the case may be, may direct.

Payment  
post.

115. The payment of every cheque or warrant sent under the provisions of the last preceding Article shall, if such cheque or warrant purports to be duly endorsed, be a good discharge to the Company in respect thereof: Provided nevertheless that the Company shall not be responsible for the loss of any cheque, dividend warrant or postal money order which shall be sent by post to any member or by his order to any other person in respect of any dividend.

When payment  
a good  
discharge.

#### VIII. MISCELLANEOUS.

##### (1) RECONSTRUCTION.

116. On any sale of the undertaking of the Company, the Directors or the Liquidators on a winding up may, if authorised by a Special Resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, whether incorporated in India or not, either then existing or to be formed for the purchase in whole or in part of the property of the Company. The Liquidators (in a winding up, may distribute such shares, or securities, or any other property of the Company amongst the contributories without realisation or vest the same in trustees for them and may if authorised by Special Resolution provide for the distribution or appropriation of the cash, shares or other securities, benefits or property otherwise than in accordance with the strict legal rights of the contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve, and the contributories shall be bound to accept and shall be bound by any valuation or distribution so authorised and waive all rights in relation thereto, save such statutory rights (if any) under the Act as are incapable of being varied or excluded by these presents.

Reconstruction.

##### (2) WINDING-UP.

117. Upon the winding up of the Company, the holders of Preference shares, shall be entitled to be paid all arrears of dividends on Preference shares, whether earned or declared or not down to the commencement of winding up and also to be repaid the amount of capital paid up or credited as paid up on the Preference shares held by them respectively in priority to any payment in respect of any ordinary shares and Deferred shares. Thereafter the surplus

Distribution  
of Assets.

assets shall be divisible amongst the holders of ordinary shares in payment of the amount of capital paid up or credited as paid up on the ordinary shares in priority to any payment in respect of Deferred shares. Thereafter any surplus assets shall be divisible amongst the holders of deferred shares in payment of the amount paid up or credited as paid up on the Deferred shares. The remaining surplus assets shall be divisible amongst the holders of Preference shares, Ordinary shares and Deferred shares in proportion to the amount paid up credited as paid up on the Preference shares, Ordinary shares and Deferred shares respectively.

Distribution of assets in specie.

118. If the Company shall be wound up, whether voluntarily or otherwise, the Liquidators may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide among the contributories in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the Liquidators, with the like sanction, shall think fit.

### (3) INDEMNITY.

Indemnity.

119. Subject to the provisions of Section 201 of the Act, the Secretaries & Treasurers every Director, Manager, Secretary and other officer or employees of the Company shall be indemnified against, and it shall be the duty of the Directors to pay out of the funds of the Company all costs, losses and expenses (including travelling expenses) which any such Secretaries & Treasurers Directors, Manager or Secretary or other officer or employee may incur or become liable to by reason of any contract entered into or any way in the discharge of his or their duties and in particular and so as not to limit the generality of the foregoing provision against all liabilities incurred by him or them as such Secretaries & Treasurers Director, Manager, Secretary, Officer or employee in defending any proceedings whether civil or criminal, in which judgement is given in his or their favour or he or they is or are acquitted, or in connection with any application under Section 633 of the Act in which relief is granted by the Court and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

Individual responsibility of Directors.

120. Subject to the provisions of the Act and so far as such provisions permit, no Director, Auditor or other Officer of the Company shall be liable for acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property required by order of the Directors for or on behalf of

the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss occasioned by any error of judgment, omission, default, or oversight on his part, or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

(4) **SECRECY.**

121. Subject to the provisions of these Articles and the Act no member or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Company to communicate.

No member  
to enter the  
premises of the  
Company  
without  
permission

---

**Memorandum**  
AND  
**Articles of Association**  
OF  
**MACFARLANE & COMPANY LIMITED**

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The Star Printing Works, 30, Shibnagarin Das Lane, Calcutta-6.

ORIGINAL HAND BY PRAKASH  
04455/ANNEXURE-15 SANA KMR I-4412/2022



पश्चिम बंगाल WEST BENGAL

59AB 875660

DEED OF GIFT

The property value at Rs. 1 /- (Rupees One only).

**THIS INDENTURE**, made this 01<sup>st</sup> day of April Two Thousand and TWENTY TWO BETWEEN **MACFARLANE & CO. LIMITED** (CIN : L51909WB1919PLC003356) (PAN AABCM9446L) a company incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 9/1 R.N. Mukherjee Road, Police Station- Hare Street, Post Office - R.N Mukherjee Road, Kolkata - 700001 and represented by its Director, Mr. Ghanshyam Das Rathi (PAN:ADBPR1417J) (Aadhar No. 2678 1782 9903) son of Late Brij Ratan Rathi residing at 26 P.K. Tagore Street, Post office - Beadon Street, Police Station - Jorabagan Kolkata 700006 hereinafter called **THE DONOR**, (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors in office and/or interest and permitted assigns) of the **ONE PART**

Certified that the document is admitted for Registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

1  
01 APR 2022 District Sub-Register-II  
Alipore, South 24-Parganas

27391

25 OCT 2021

No 10/- Date

S. C. LAHIRI

Advocate

Address: Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol - 27

Vendor

*[Handwritten signature]*



District Sub-Registrar-II  
Alipore, South 24 Parganas

01 APR 2022

*Sankar Kumar Das*  
*Subhankar Das*  
*Alipore Police Court*  
*Kol 27*  
*SW*

**AND**

**THE KOLKATA MUNICIPAL CORPORATION**, a body Corporate constituted under the West Bengal Act, LIX of 1980 having its central office at No. 5, Surendra Nath Banerjee Road, P.S. Taltala, Kolkata - 700 013 hereinafter called **THE DONEE**, (which expression where the context will so admit shall mean and include its successors and assigns) of the **OTHER PART**.

**WHEREAS:-**  
-----

- A. The Donor is the absolute Lessee and occupier, seized and possessed of and sufficiently well entitled to of the land measuring about 5813.916 sqm but on physical measurement the area is 3 Bigha 0 Cottahs 7 Chittacks 19 sq.ft equivalent to 4044.39 sqm being Premises No. 18, Radha Nath Chowdhury Road, Police Station - Entally, Kolkata - 700 015 within the limit of The Kolkata Municipal Corporation, Ward No.56, Holding No. 136, Borough -VII, according to the Lease Deed vide No. 0028/2013, registered in the Office of the Additional Registrar of Assurances - I, Kolkata on 02.01.2013. (Hereinafter referred to as Said Premises).
- B. The Donor is going to submit a building plan to the Kolkata Municipal Corporation for construction of a building at Premises No. 18, Radha Nath Chowdhury Road, Municipal Ward No. 56, Borough No. VII, Police Station - Entally, Kolkata - 700 015 which is situated at the junction of two streets.
- C. The Donor has expressed its desire to make a free gift of the splayed portion of land measuring about 2.88 sq. mts. from Premises No. 18, Radha Nath Chowdhury Road, Police Station - Entally, Kolkata - 700 015 more fully described and written in the Schedule hereunder and delineated in the map or plan annexed hereto and demarcated with RED border line required under Section 405 of The Kolkata Municipal Corporation, 1980 for sanction of building plan and whereas the said proposal or offer of the Donors have been accepted by The Kolkata Municipal Corporation, the Donee herein and it has been decided inter alia that the gift of the splayed portion of the plot measuring 2.88 sq.mts. of the Said Premises for sanction of building plan in



District Sub-Registrar-I  
Alipore, South 24 Parganas

01 APR 2022

respect of the aforesaid premises be accepted under Section 405 of The Kolkata Municipal Corporation Act, 1980.

**NOW THIS INSTRUMENT WITNESSETH**, that in consideration of the premises the Donors of its own free will and accord and while in a sound state of body and mind hereby grant and conveys unto The Kolkata Municipal Corporation all that piece and parcel of the splayed portion of land measuring more or less 2.88 sq.mts. being a portion of Premises No. 18, Radhanath Chowdhury Road, Police Station - Entally, Kolkata - 700 015 more fully described and delineated in the map annexed hereto and demarcated with RED border line therein which is valued at Rs. 1 /- (Rupees One only) TO HOLD TO The Kolkata Municipal Corporation the said splayed portion of land free from all encumbrances as the Lessee for the purpose of widening The Kolkata Municipal Corporation road at the corner of the said premises for public purpose and the Donors hereby covenant with the Donee that notwithstanding anything done by the Donor or knowingly suffered, the Donor has full power to convey and grant the aforesaid splayed portion/corner hereby conveyed. AND further covenant that the Donor shall at all times at the cost of the Donor execute and do all such further acts, deeds and assurances for more perfectly and effectively conveying the said splayed portion to the Donee as by the latter shall be reasonably required.

#### **SCHEDULE**

**ALL THAT** piece and parcel of splay portion of land measuring 2.88 (Two point eight eight) sq. mts. be the same a little more or less situated at Premises No. 18, Radha Nath Chowdhury Road, out of total land measuring about 3 Bigha 0 Cottahs 7 Chittacks 19 sq.ft equivalent to 4044.39 sqm , Police Station - Entally, Kolkata - 700 015 within the limits of Kolkata Municipal Corporation Ward No. 56, Borough VII and delineated on the Plan and marked with colour RED, butted and bounded in manner following:

ON THE NORTH	:By Bibi Bagan Road
ON THE SOUTH	:Premises No. 18 Radha Nath Choudhary Road;
ON THE EAST	:Premises No 18 Radha Nath Choudhary Road;
ON THE WEST:	: By Radha Nath Chowdhury Road;

IN WITNESS WHEREOF the above named DONOR has set and subscribed its hands and signature hereunto on the 01<sup>st</sup> day of April, 2022

SIGNED, SEALED & DELIVERED

In the presence of:

Stamp & Sign

For Mactarlane & Company Ltd.

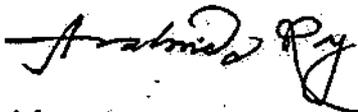
  
Director

-----  
DONOR

WITNESSES:

1. S. and J. Mani  
Alipore Police Court  
Feb 27
2. Anand Raj  
Alipore Police Court -  
Case No. 700027

Drafted by me, as per K.M.C. proforma  
Alipore Police Court Kolkata - 27

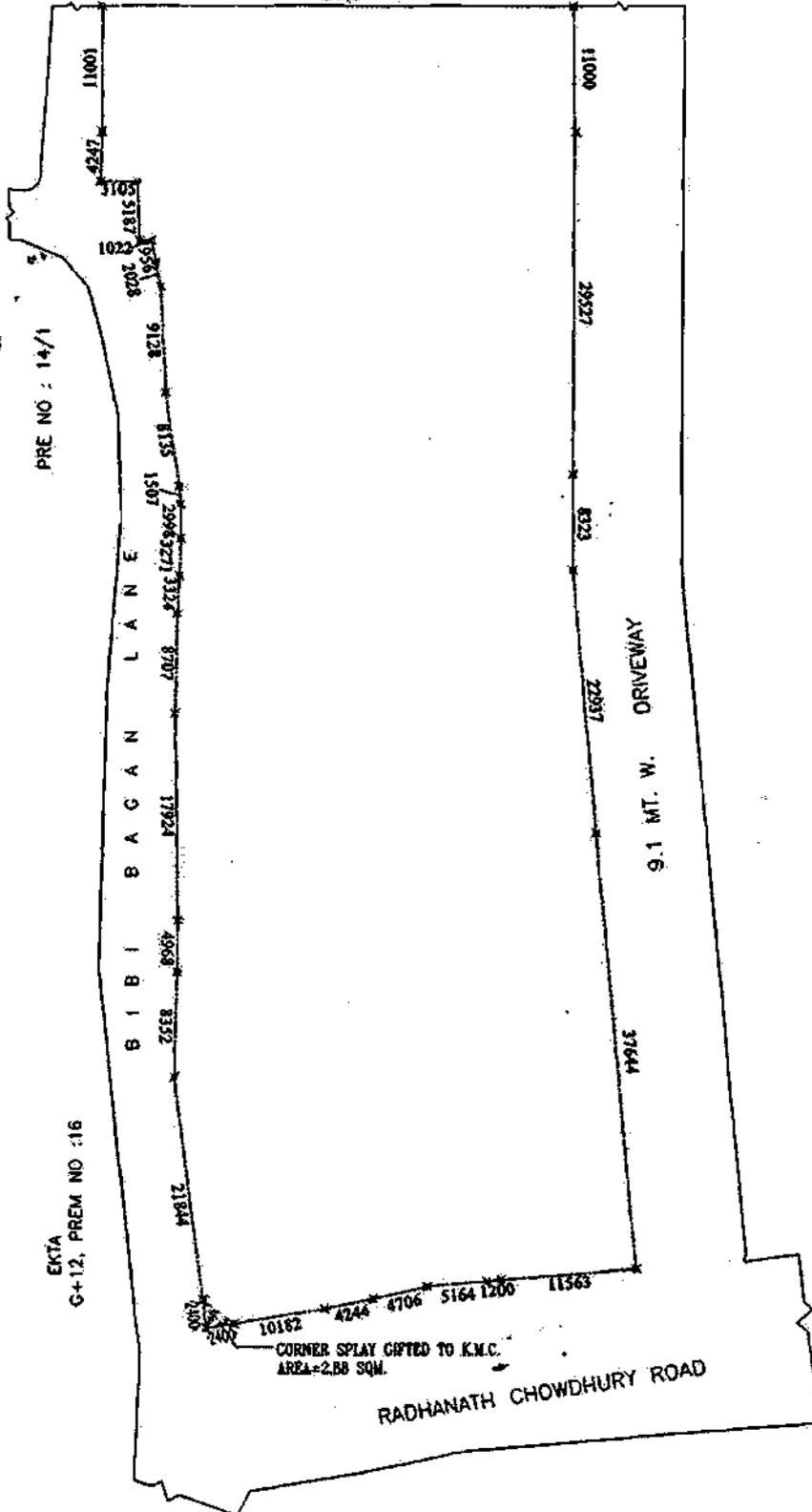


Advocate  
Enrollment No.: N.B.374/56

Typed by me

PREMISES NO - 18 RADHANATH CHOWDHURY ROAD, KOLKATA 700015  
 WARD NO. = 58, BOROUGH = VII,  
 LAND AREA (AS PER PHYSICAL MEASUREMENT) = 4044.39 SQM.  
 AREA OF CORNER SPLAY GIFTED TO K.M.C. = 2.88 SQM.  
 SCALE = 1:400

PRE NO : 17 RADHANATH CHOWDHURY ROAD  
 40068



For Macfarlane & Company Ltd

*S. D. Khatun*

Director

SIGNATURE OF LESSEE

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

Name V. O. R. I. T. I.

Signature \_\_\_\_\_

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name \_\_\_\_\_

Signature \_\_\_\_\_

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name \_\_\_\_\_

Signature \_\_\_\_\_



Government of West Bengal

Office of the D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

Query No / Year	16022000986507/2022	Serial No/Year	1602004455/2022
Transaction id	0001125256	Date of Receipt	01/04/2022 11:31AM
Deed No / Year	I - 160204412 / 2022		
Presentant Name	Mr Ghanshyam Das Rathi		
Donor	MACFARLANE & CO LTD		
Donee	THE KOLKATA MUNICIPAL CORPORATION		
Transaction	[0206] Gift, Gift in f/o Govt./Local Bodies(Exempt Cases)		
Additional Transaction			
Total Setforth Value	Rs. 1/-	Consideration Value	Rs. 1/-
Stamp Duty Paid	Rs. 10/-	Stamp Duty Articles	
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	240/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	Subhankar Das	875660	25/10/2022	10/-

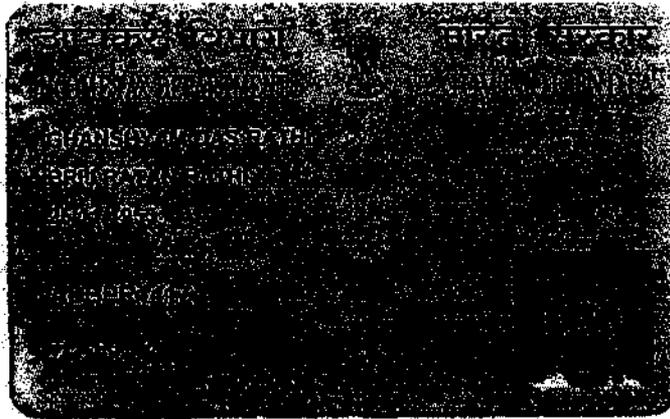
Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	240/-
Requisition Form Fee	50/-

\*Total Amount Received by Cash Rs. 290/-

(Suman Basu)  
DISTRICT SUB-  
REGISTRAR  
OFFICE OF THE D.S.R. - I  
I SOUTH 24-PARGANAS

South 24-Parganas, West  
Bengal



L. D. Stei



भारत सरकार  
GOVERNMENT OF INDIA



घनश्याम दास राठी  
Ghanshyam Das Rathi  
DOB: 25-11-1953  
Gender: Male



2678 1782 9903

आधार - आम आदमी का अधिकार



भारत सरकार  
GOVERNMENT OF INDIA

२६, पी.के.तागोर स्ट्रीट, बिजुल स्ट्रीट, बिजुलम  
स्ट्रीट, कोलकाता, पश्चिम बंग, ७००००६

Address:  
26, P K Tagore Street, Beadon  
Street, Beadon Street, Kolkata,  
Kolkata, West Bengal, 700006

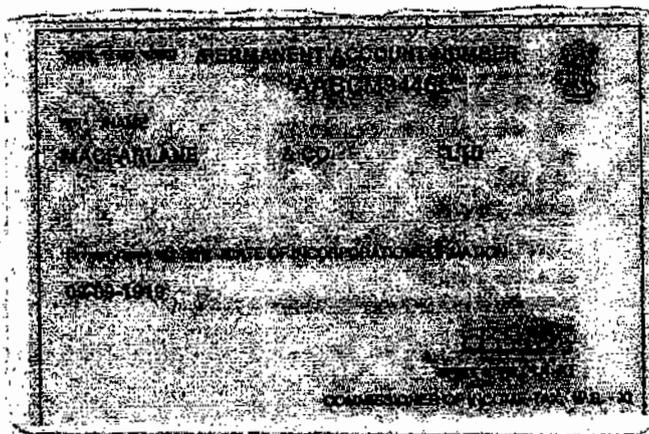


1947  
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

P.O. Box No.1947,  
Bangalore-560 001

G. D. Rathi



L. Orntai

### Major Information of the Deed

Deed No :	I-1602-04412/2022	Date of Registration	01/04/2022
Query No / Year	1602-2000986507/2022	Office where deed is registered	
Query Date	28/03/2022 8:49:25 PM	D.S.R. -11 SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9804390965, Status :Advocate		
Transaction	Additional Transaction		
[0206] Gift, Gift in f/o Govt./Local Bodies(Exempt Cases)			
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,93,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10/- (Article:33(ii))	Rs. 0/- (Article:A(1))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Radhanath Chowdhury Road, Road Zone : (R. N. Chowdhury – Rest Portion) , Premises No: 18, , Ward No: 056 Pin Code : 700015

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	31 Sq Ft	1/-	1,93,750/-	Property is on Road
Grand Total :				.071Dec	1/-	1,93,750 /-	

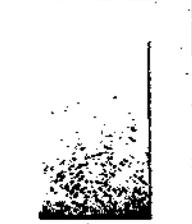
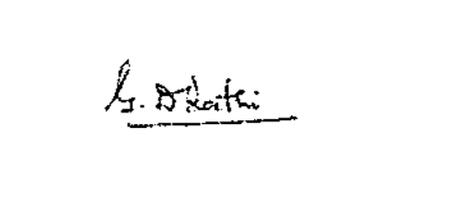
#### Donor Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MACFARLANE &amp; CO LTD</b> 9/1 R.N. Mukherjee Road, City:- , P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx6L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

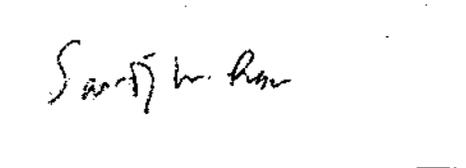
**Donee Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>THE KOLKATA MUNICIPAL CORPORATION</b> 5,Surendra Nath Banerjee Road, City:- P.O:- S N Banerjee Road, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013 , State Government Office,Aadhaar No Not Provided by UIDAI, Status :Organization, Status : Not Executed

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Ghanshyam Das Rathi</b> <b>(Presentant)</b> Son of Late Brij Ratan Rathi Date of Execution - 01/04/2022, , Admitted by: Self; Date of Admission: 01/04/2022, Place of Admission of Execution: Office	 <small>Apr 1 2022 11:35AM</small>	 <small>LTI 01/04/2022</small>	 <small>01/04/2022</small>
26 P.K. Tagore Street, City:- , P.O:- Beadon Street, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7J, Aadhaar No: 26xxxxxxxx9903 Status : Representative, Representative of : MACFARLANE & CO LTD (as Director)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Saroj Kumar Ram</b> Son of Late A K Ram Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>01/04/2022</small>	 <small>01/04/2022</small>	 <small>01/04/2022</small>

Identifier Of Mr Ghanshyam Das Rathi

Endorsement For Deed Number : I - 160204412 / 2022

On 01-04-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 0 Exempted FROM stamp duty.

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

Presented for registration at 10:50 hrs on 01-04-2022, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr Ghanshyam Das Rathi ..

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

Execution is admitted on 01-04-2022 by Mr Ghanshyam Das Rathi, Director, MACFARLANE & CO LTD, 9/1 R.N. Mukherjee Road, City:- , P.O:- R N Mukherjee Road, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Saroj Kumar Ram, , , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Payment of Stamp Duty**



**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I I SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1602-2022, Page from 146178 to 146188  
being No 160204412 for the year 2022.**



Digitally signed by SUMAN BASU  
Date: 2022.04.04 11:59:11 +05:30  
Reason: Digital Signing of Deed.

*Suman*

**(Suman Basu) 2022/04/04 11:59:11 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.**



**(This document is digitally signed.)**

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