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SANJAY KUMAR JAIN Advocate

High Court, Calcutta Enrolment No.- WB/444/2005

#### BETWEEN

M/S. MADHUR ENCLAVE PRIVATE LIMITED, (Holding PAN: AAECM1851C), a Private Limited Company, within the meaning of the Companies Act, 1956 as extended by the Companies Act 2013, having its registered office at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700026, represented by its Authorized Signatory, MR. ANUP GUPTA, son of Late Sital Prasad Gupta, holding PAN. AHMPG3857C working for gain at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700026, hereinafter, called and referred to as the "OWNER" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns etc.) of the FIRST PART.

#### AND

M/S. EDEN ELEMENTS LLP, (LLPIN: AAE-7148), Holding PAN: AAFFE4297G, is incorporated under the provisions of the "Limited Liability Partnership Act, 2008", having its office at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700026, represented by its Authorized Signatory MR. ADITYA AGARWAL, son of Mr. Sunil Agarwal, holding PAN: AFEPA7678D, and presently residing at 16/1, Palm Avenue, Kolkata - 700 019, P. S. - Karaya, hereinafter, jointly, called and referred to as the "DEVELOPER" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns etc.) of the SECOND PART.

### WHEREAS:

A. Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 05 (Five) Kattahs 07 (Seven) Chittaks, under Mouza – Garfa, Pargana - Khaspur, appertaining to R. S. Dag Nos. -2133 & 2134 under R.S. Khatian nos. -716 & 200, R. S. No. - 2, J. L. No.-19, Touzi No.-10, 12 & 13, Police Station – Anandapur (formerly – Kasba), West Bengal, more fully and particularly described in the Schedule hereunder written and hereinafter for the sake or brevity referred to as the Said Property, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever by virtue of purchase in pursuance of a 'Deed of Conveyance' dated 19th September, 2007, registered at the office of ARA-I, Kolkata being Deed No. 14057 for the year 2007, registered in Book No. – I, Volume No. I, written in Page Nos. 1 to 18 FROM One Mr. Pradeep Kanti Lala, son of Late Sudhanshu Bimal Lala, Mr.



OF ASSURANCES-IV, KOLKATA 1 4 FEB 2025 Shyamal Kumar Mazumder, son of Late Manindra Kumar Mazumder & Mr. Dipak Paul, son of Late Rash Mohan Paul.

B. The entirety of the said premises is presently under the occupation of the aforesaid owner. After being lawfully owner of the said landed property measuring 05 (Five) Kattahs 07 (Seven) Chittaks, more or less, the said owner had mutated its name in the office of Kolkata Municipal Corporation as recorded owner in respect of the said property stated hereinabove and had been numbered as being municipal Premises No. 188, Kalikapur Road, Kolkata-700 094 within the limits of Kolkata Municipal Corporation under ward no. 106 under Assessee No. 31-106-07-1266-2.

C. In consideration of what is hereinafter appearing the Owner has agreed to grant the exclusive right of Development in respect of the said total land unto and in favour of the Developer herein and the Developer has agreed to undertake development of the said land and to incur all costs, charges and expenses in connection therewith including the cost of preparation and sanction of the plan (hereinafter referred to as the CONSTRUCTION COST) and to cause new building/s and/or a decent Housing Complex to be constructed on the said land (hereinafter referred to as the HOUSING COMPLEX) and thereafter to sell and transfer the various flats, units, apartments constructed spaces and car parking spaces forming part of the said Housing Complex and to divide and distribute the gross sale proceeds accruing therefrom between the Owner and Developer in the proportion as hereinafter appearing.

D. At the request of the said owner, the Developer herein has agreed to develop the said property and to commercially exploit the same for the consideration and on the terms and conditions hereinafter appearing.

E. That the Developer shall at its cost and expenses shall construct the proposed building on the schedule property in accordance with the building plan sanctioned by the Competent authority and confirm to such specification as may be recommended by the recognized licensed holder Architect from time to time appointed for the purposes and it is hereby clearly understood that the decision of the Architect regarding the quality of materials shall be final and binding on the parties hereto.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:





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OF ASSURANCES IV, KOLKATA
4 FEB 2025

### ARTICLE I - DEFINITIONS

Unless in these presents there is something in the subject or context inconsistent therewith.

- 1.1 PREMISES shall mean the Premises No. 188, Kalikapur Road, Kolkata-700 099, measuring more or less 05 (Five) Kattahs 07 (Seven) Chittaks within the limits of Kolkata Municipal Corporation (more fully and particularly described in the 'Schedule Property' hereunder written).
- 1.2 BUILDING shall mean building or buildings to be constructed as per building plan sanctioned by the Kolkata Municipal Corporation on the said premises and shall include the parking and other spaces intended or means for the enjoyment of the building.
- 1.3 OWNER & DEVELOPER shall include their respective transferees.
- 1.4 COMMON FACILITIES shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of their thereon as the case may be.
- 1.5 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.6 OWNER'S ALLOCATION shall mean 20% (TWENTY PERCENT) of the Gross revenue/ receipts accruing consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.
- 1.7 DEVELOPER'S ALLOCATION- shall mean 80% (EIGHTY PERCENT) of the Gross revenue/ receipts consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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## Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan



[Query No/\*/Query Year]



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Depositor's Name:

Mr EDEN ELEMENTS LLP

Address:

17/1, LANSDOWNE TERRACE, KOLKATA - 700026

Mobile:

9830176766

Period From (dd/mm/yyyy): 13/02/2025

Period To (dd/mm/yyyy):

13/02/2025

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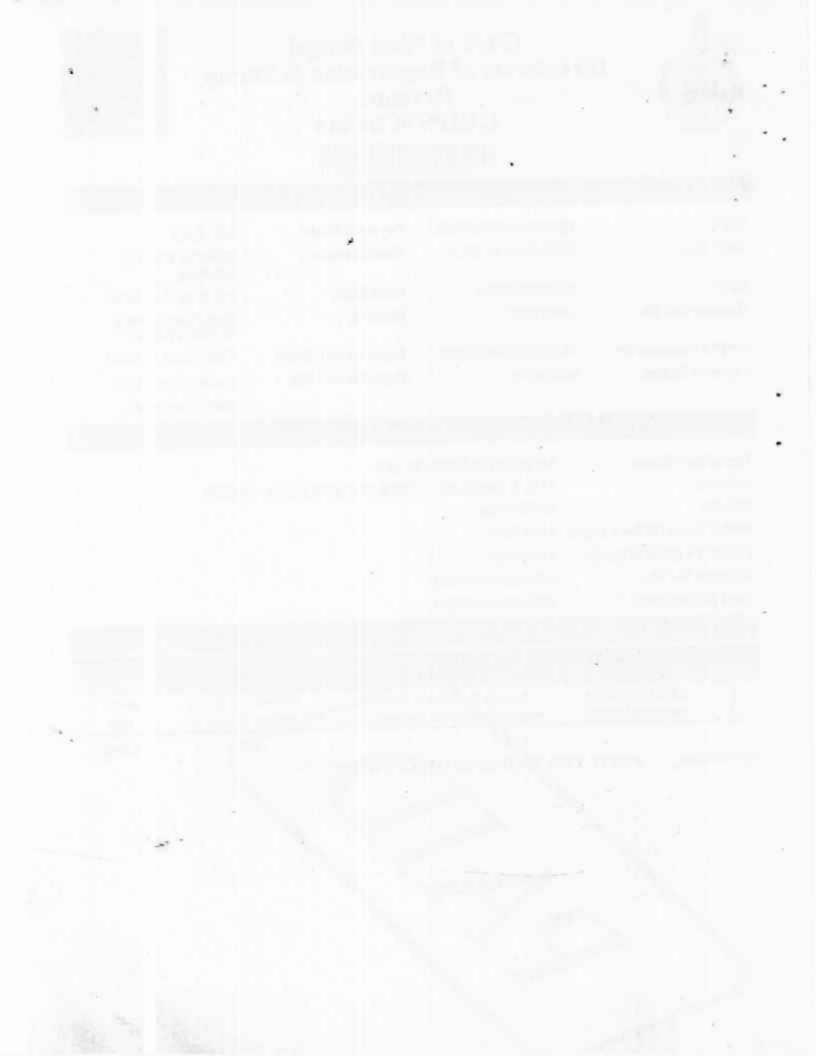
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FORTY TWO THOUSAND FORTY TWO ONLY. IN WORDS:



1.8 ARCHITECT- shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.

1.9 OWNER- shall mean the said M/S. MADHUR ENCLAVE PRIVATE LIMITED and shall mean and include its respective successor/s in its respective offices/interests and assigns.

1.10 DEVELOPER- shall mean M/S. EDEN ELEMENTS LLP, a Limited Liability Partnership, incorporated under the provisions of 'Limited Liability Partnership Act, 2008', having its registered office at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700026, and shall include its successor and/or successors in office/interest and assigns and/or nominee /s, which shall construct or develop or cause to be constructed or cause to be developed on a plot of land under the meaning of West Bengal Apartment Ownership Act, 1972 and West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, for the purpose of transfer of such building or flats.

1.11 BUILDING PLAN- shall mean the plan for construction of the building duly approved by the Owner and sanctioned by 'The Kolkata Municipal Corporation' and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owner.

1.12 TRANSFER- with its grammatical variations shall include a transfer by ownership and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

- 1.13 TRANSFEREE shall mean a person to whom any space in the building shall be transferred.
- 1.14 MASCULINE GENDER shall include feminine gender and vice versa.
- 1.15 SINGULAR NUMBER shall include plural number and vice versa.

# ARTICLE II - INTERPRETATIONS

- In this Agreement: 2.1
- Covenants where any part to this Agreement for the time being comprises of 2.1.1 two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising the party jointly and severally

A covenant expressed to be made with more than one party is a covenant made separately with each of those parties

- 2.1.2 Gender and number Words importing one gender include all other genders, words importing the singular includes the plural and vice versa
- 2.1.3 Headings The clause, paragraphs and schedules headings do not form part of this document and are not to be taken into account in its construction or interpretation
- 2.1.4 Reference to statutes unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute
- 2.1.5 Interpretation of 'this Development Agreement' where the context so allows, the expression "this Development Agreement" includes any documents supplemental to or collateral with this document or entered into in accordance with this document
- 2.1.6 Reference to clauses and schedules any reference in this document to a clause, sub-clause, paragraph, sub paragraphs or Schedules without further designation is to be construed as a reference to the clause, sub clause, paragraph, sub Paragraphs or Schedules to this document so numbered.

# ARTICLE III - REPRESENTATIONS AND WARRANTIES BY THE OWNERS

At or before the execution of this Agreement the Owners have assured and 3.1 represented to the Developer as follows:



- THAT the Owners are legally competent to enter into this agreement and that there is no legal bar or impediment in the Owners entering into this agreement
- ii) THAT there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the Southern Portion and/or Premises
- iii) THAT no part or portion of the said Premises is subject to any notice or acquisition and/or requisition
- iv) THAT all municipal rates taxes and other outgoings payable in respect of the said premises has been paid and/or shall be paid by the Owners upto the date of execution of this agreement
- v) THAT this agreement has been duly approved by the shareholders of the Owners
- 3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to undertake development of the said Premises.

# ARTICLE IV - ASSURANCES AND WARRANTIES BY THE DEVELOPER

- 4.1 At or before the entering into this Agreement the Developer has assured and represented to the Owners as follows:
  - i) THAT the Developer is legally competent to enter into this agreement and that there is no legal bar or impediment in the Developer entering into this agreement
  - ii) That the Developer has adequate financial resources to undertake the development of the said Premises \*\*
  - ii) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises
- 4.2 Relying on the aforesaid representations and believing the same to be true the Owners have agreed to allow the Developer to undertake the

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development of the said Premises subject to the terms and conditions hereinafter appearing.

# ARTICLE V - COMMENCEMENT AND DURATION

- 5.1 This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this agreement (hereinafter referred to as the COMMENCEMENT DATE).
- 5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until the said Project is completed in all regards

# ARTICLE VI - GRANT OF DEVELOPMENT RIGHT

6.1 It has been agreed by and between the parties hereto that subject to the terms and conditions herein contained the Owners have agreed to grant the exclusive right of development to the extent of its right title interest into or upon the said Premises unto and in favour of the Developer herein and in connection therewith the Developer shall perform and observe its obligations set out in the Second schedule hereunder written

### ARTICLE VII - LICENSE

- 7.1 Immediately after execution of this Agreement or so soon thereafter, the Developer and/or any person authorised by it shall be entitled to enter upon the said Premises and at the cost of the Developer shall be entitled to and is hereby authorised:
  - To cause the lands forming part of the said premises to be surveyed
  - To undertake soil testing
  - To undertake other preliminary works for the purpose of undertaking development of the said Premises
- 7.2 It is hereby made expressly clear that the possession of the said Portion is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and possession of the said Portion shall always continue to remain vested with the Owners during the continuance of this agreement.



### ARTICLE VIII - PERMISSIONS

- 8.1 For the purpose of undertaking development of the said Premises, the Developer shall be entitled to apply for and obtain all permissions consents approvals and/or consents which are needed and/or required and the Owners agrees and undertake to sign and execute deeds documents and instruments as may be necessary and/or required from time to time, and the owners shall also execute registered general power of attorney in favour of the developer for the purpose of construction work in the said scheduled mentioned property and to undertake all necessary searching and obtain clearance, if required, from appropriate government authorities like Kolkata Municipal Corporation, Fire Department, Microwave, Urban Land Ceiling Department, Land Acquisition Department, B.L. & L.R.O., KMDA, Microwaves, Airport Authority, Metro rail Authority, BSNL and such other concerned to the satisfaction of the developer. And the owners shall produce all such documents as found necessary to facilitate the above process.
  - 8.2 The Developer shall be entitled to and the Owners hereby consents to the Developer modifying and/or altering the said Plan in accordance with the prevailing building rules so long as such modification and/or alteration is beneficial for the said project.
    This Agreement shall not operate or be deemed to operate as a demise of the Portion or any part thereof and the Developer or any person claiming through or under it shall not be entitled to any estate, right, title or interest in respect of the Portion until such time the development is completed.

# ARTICLE IX - PROFESSIONAL TEAM AND BUILDING CONTRACTOR

- 9.1 The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any sub-contracts or agreements with the Developer and the appointments of the members of the Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- 9.2 Without the price consent of the Owners (which shall not be unreasonably withheld) the Developer shall not:



ABDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

1 4 FEB 2025

- (i) do of omit to do any act or thing which would entitle the Building Contractor or any member of the Professional Team to terminate the Building Contract or its appointment respectively or dismiss any member of the Professional Team or the Building Contractor or appoint another professional or contractor in addition to, or in substitution for, any of them.
- (ii) make any addition, variation, alteration or modification to the terms of appointment of any member of the Professional Team or to the Building Contract or to any contract between sub-contractors or suppliers and the Developer or to any other contracts entered into by the Developer in relation to the Development.
- (iii) discharge or release (or agree so to do) the Building Contractor, any sub-contractor or supplier or any member of the Professional Team or other persons from, or waive any of, their obligations or liabilities under their respective contracts or treat, or allow to be treated, any such agreements or contracts as determined or discharged other than by performance, or enter, into any other contract in relation to the carrying out of the Development.
- 9.3 The Developer shall, at the request of the Owner, co-operate in any manner reasonably requested by the Owner in taking proceedings against the Building Contractor and any of the Professional Team.

### ARTICLE X-SANCTION PLAN

10.1 The developer shall upon receiving vacant possession of the said land obtain the building plan to be sanctioned by the Kolkata Municipal Corporation within the period of 6 months from the date of handover of vacant and peaceful possession (with a grace period of further three months) and the Developer shall take all necessary steps and meet all the requirements of the Kolkata Municipal Corporation and bear and pay the sanction fee and other charges including the Architects' fee for the said plan.

### ARTICLE XI - THE DEVELOPMENT

11.1 After execution of this Agreement or so soon thereafter, the Developer shall immediately commence and proceed diligently to execute and complete the Development;



ABDITIGNAL REGISTRAR OF ASSURANCES-IV, KOLKATA 1 4 FEB 2025

- in a good and workmanlike manner with such materials and/or specifications as may be recommended by the Architect free from any latent or inherent defect (whether of design, workmanship or materials) and
- ii) in accordance with the Approved Plans, the Planning Permission and all planning permissions which may be granted for the Development, the consents, any relevant statutory requirements and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement;

### ARTICLE XII - TOTAL DEVELOPMENT COSTS

12.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed in the Third Schedule hereunder written:

### ARTICLE XIII- CONSTRUCTION AND COMPLETION

- 13.1 The Developer shall immediately after the execution of this Agreement or so soon thereafter shall be entitled to commence the work of construction of the said Project (hereinafter referred to as the START DATE)
- 13.2 Unless prevented by circumstances beyond the control of the Developer the said Project shall be constructed erected and completed in all regards within a period of 36 months from the date of sanction of building plan by the Kolkata Municipal Corporation with a grace period of 6 (Six) months (hereinafter referred to as the COMPLETION DATE) and time for completion is and shall always be treated as the essence of the contract. A certificate of completion issued by the Architect shall be satisfactory condition for the above.
- 13.3 The Developer shall cause the New Building to be constructed erected and completed with good quality materials and/or specifications as is normally used in construction of a first-class business as may be recommended by the Architect for the time being.
- 13.4 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction and/or for any defect therein.
- 13.5 If the event of any accident or mishap takes place during construction whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors,



ABDITIGNAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
1 4 FEB 2025

the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.

# ARTICLE XIV -DEVELOPER'S WARRANTIES AND ACKNOWLEDGEMENT

- 14.1 The Developer warrants and represents to the Owners that :
  - i) to the best of its knowledge and belief, all information known to the Developer at the date of this Agreement which is, or might be considered, material to the Owners' decision to enter into this Agreement has been fully disclosed and produced to the Owner:
  - ii) the Developer has used and will continue to use all reasonable skill and care in relation to the Development, to the co-ordination management and supervision of the Building Contractor and the Profession Team, to selection and preparation of all necessary performance specifications and requirements and to the design of the Development for the purposes for which it is to be used or specified.
  - iii) That the said new building to be constructed at the said Premises shall be free from any design defect and fit for the purpose for which it is to be used; and the Premises is fit for the carrying out of the Development:

# ARTICLE XV - MARKETING AND REVENUE SHARING

- 15.1 It has been agreed between the parties hereto that the various flats units apartments constructed spaces and car parking spaces forming part of the Developer as hereinafter appearing shall be sold and transferred by the Developer in favour of the end users.
- 15.2 In consideration of the above and in further consideration of the mutual covenants herein contained and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said Premises (hereinafter referred to as the CONSTRUCTION COSTS) it has been agreed that the entirety of the development will be sold and transferred by the Developer and the Gross receipts shall be shared between the parties hereto in the manner as hereinafter appearing out of sale proceeds of Flats, car parking Area, Store Room, etc. shall be shared between the parties in a manner whereby the Developer shall be entitled to retain for itself 80% (EIGHTY PERCENT) of such Gross receipts (hereinafter referred to as the DEVELOPER'S SHARE) and the remaining 20 % (TWENTY PERCENT) of such Gross receipts shall be made over by the Developer to





1 4 FEB 2025

that Extra Charges collected from the purchasers of units in the proposed project (on account of the installation of Generator, transformer, legal charges, sinking fund and maintenance deposit or any other account that the Developer may choose to impose and collect in respect of maintenance and upkeep of the project ) shall accrue to the Developer. It is made clear that the premium charges in respect of PLC (Preferred Location), floor escalation, parking, terrace shall be shared between the developer and the owners herein at the same percentage as agreed herein above.

- 15.3 The said Gross Receipts will be deposited by the Developer in a separate account to be opened with a nationalized bank or any other bank.
- 15.4 Each of the Owners and the Developer shall be liable to make payment of any amount which may become payable on account of GST and other statutory outgoings which may become payable on account of the respective share.
- 15.5 The books of accounts and other related papers relating to the said Project shall be kept by the Developer at its office at 17/1 Lansdowne Terrace, Koikata 700 026, or at such other place as the Developer in its absolute discretion may deem fit and proper and the Owners or any person authorised by it shall be entitled to take inspection of such books of accounts upon giving adequate notice to the Developer.

### ARTICLE XVI - EXTRA PAYMENTS

- 16.1 The Developer shall be entitled to receive realize and collect from each of the end users various amounts on account of:
  - proportionate share of CESC Transformer charges/HT Services;
  - ii) proportionate share of Generator connection to the flat;
  - proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
  - Any amount which may become payable in accordance with Rule 25 of KMC Act for flats forming part of the Owner's Allocation;
  - Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
  - iv) By way of maintenance charges;
  - v) By way of municipal rates
  - vi) Sinking Fund





1 4 FEB 2025

### vii) Legal Charges

### hereinafter referred to as the EXTRA PAYMENTS

16.2 The said Extra Payments shall not form part of the Gross receipts and the unadjusted amount shall be made over by the Developer to the Holding Organisation upon its formation.

# PORTIONS FORMING PART OF THE SAID PROJECT

17.1The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various Flats units, apartments and Car Parking spaces forming part of the said project and each of the persons intending to and/or acquiring a Flat/ unit, apartment and Car Parking space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Developer/FMC till such time the Holding Organization is formed.

### ARTICLE XVIII- HOLDING ORGANISATION

- 18.1After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, units, apartments and Car Parking spaces in the said new building and/or project shall be bound to become a member of such Holding Organisation.
- 18.2The Developer undertakes to hold the sinking fund collected from intending purchasers and be liable to transfer the same in favour of the Society/Syndicate/Association/ Company as and when the same is formed and becomes functional.
- 18.3In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a Flat/Unit/Apartment and Car Parking spaces in the said new building and/or project shall be liable to make payment of the proportionate share of the maintenance

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### ARTICLE XIX - TITLE DEEDS

19.1 Original Title Deeds of the Property in respect of the below mentioned schedule property, original title deeds will be held by the Developer.

### ARTICLE XX- FORCE MAJEURE

- 20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:
  - i) Fire
  - Natural calamity
  - iii) Tempest
  - iv) Local problem and/or local disturbance.
  - v) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
  - vi) Any other unavoidable circumstances beyond control of the Developer

### ARTICLE XXI - OWNER'S OBLIGATIONS

### 21. The Owners have agreed:

- To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
- ii) To sign and execute all deeds documents and instruments as may be necessary and/or required from time to time as may be necessary and/or required to enable the Developer to undertake construction of the said Project in accordance with the Plan which may be sanctioned
- iii) The Owner will execute a Registered Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to do all acts deeds and things which are necessary and/or required towards construction work and the Owner shall also execute a General Power of Attorney in favour of

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ADDITIONAL REGISTRAR
1 4 FEB 2025

the Developer or its nominee and/or nominees for implementation and/or giving effect to this Agreement

### ARTICLE XXII (DEVELOPER' INDEMNITY)

- 22.1The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Project.
- 22.2The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said Project and/or for any defect therein.
- 21.1 If any accident or mishap takes place during construction until completion of the Project whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

### ARTICLE XXIII- BREACHES

23.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default by any of the parties (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the Defaulting Party for specific performance of this agreement and for other consequential reliefs.

### ARTICLE XXIV - NEGATIVE COVENANTS

- 24.1 The Owners as and by way of negative covenants have assured and covenanted with the Developer as follows:
  - Not to sell transfer alienate and/or encumber the said premises.
  - Not to create any interest of any third party into or upon the said plot of land Owned by the Owners herein or any part or portion thereof
  - iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
1 4 FEB 2025

iv) To do all acts deeds and things as may be necessary and/or required from time to time.

### ARTICLE XXV- MISCELLANEOUS

25.1 TAXES - The parties agree and assure each other that each of the parties will make payment of their respective share on account of Service Tax, GST, if applicable, and all other statutory outgoings and have agreed to keep each other saved harmless and fully indemnified in this regard.

### 25.2 **RELATIONSHIP OF THE PARTIES** –

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.
  - (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.
  - (iii) The owners have already purchased additional plot of land adjoining to the existing scheduled premises and some more plots of land are under acquisition. The developer shall develop such additional land on the same terms and conditions agreed herein. And the additional areas constructed shall be the part of the same project.
- 25.3 NON WAIVER any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.
- 25.4 ENTIRE AGREEMENT this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

### 25.5 ADDRESS FOR SERVICE

25.5.1 A notice to the Owners shall be delivered or sent to the Owners at its addresses given in this Agreement or given in any notice given by the Owners to the Developer.

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ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA 1 4 FEB 2025

- 25.5.2 A notice to the Developer should be delivered or sent to the Developer at the address of the Developer given in this Agreement or given in any notice given by the Developer to the Owners.
- 25.5.3 All notice, demands or other communications required to be given shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- 25.6 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 25.7 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 25.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.9 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 25.10 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of the said Agreement shall be paid borne and discharge by the Owners and

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- thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said housing project.
- 25.11 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 25.12 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 25.13 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 25.14 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 25.15 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

## ARTICLE XXVI- REFUNDABLE ADVANCE

26.1The developer shall pay to the owner a sum of Rs. 2,00,000/- (Rupees Two Lacs Only) as interest free refundable advance within 90 (Ninety Days) from the date of execution of this agreement besides their share of 20% (Twenty Percent) of the revenue of the saleable areas. This refundable advance amount shall be refunded by the Owners to the Developer on the date of completion of the Project.

# ARTICLE XXVII - DISPUTE RESOLUTION AND JURISDICTION

27.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and

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differences to the sole arbitration of a person in whom both parties have full trust and confidence and the Sole Arbitrator shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

- 27.2 The Arbitrator shall have summary power and shall be entitled to lay down their own procedure
- 27.3 The Arbitrator shall be entitled to pass interim awards and/or directions.
- 27.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act.
- 27.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever.
- 27.6 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

## ARTICLE XVI-SPECIFICATIONS

Structure : RCC-framed structure with anti-termite treatment in foundation.

Cements used: Ambuja, OCL, Lafarge, Ultratech, Birla, ACC,

Ramco\*.

Brickwork

Eco-friendly, premium brickwork with Autoclaved aerated concrete

(AAC) blocks used for better quality, thermal insulation.

Elevation : Modern elevation, conforming to contemporary designs.

External Finish : Paint by certified Nerolac/Asian Paints/Berger applicator\*, and other

effects as applicable.

Lobby : Beautifully decorated & painted lobby

Doors & : Quality wooden frames with solid core flush doors. Door handles of

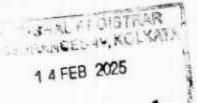
Hardware Godrej/Hafele/ Yale\*. Main door with premium stainless steel handle

and eyehole. Main Door Lock by Godrej/ Yale \*.

Internal finish : Wall Putty.

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Windows

: Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.

Flooring

: Vitrified tiles in bedrooms / living / dining / kitchen.
Granite Counter in kitchen. Premium Ceramic tiles in toilets.

Kitchen counter : Granite

Granite slab with stainless steel sink.

Wall tiles up to 2 (two) feet height above counter.

Toilets

: Hot and Cold water line provision with CPVC\* pipes.

CP fittings including Health Faucet\* of Jaquar/Kohler/Hindware\*.

Dado of ceramic tiles up to door height.

Sanitaryware with EWC with ceramic cistern and basin of Kohler/Jaquar/Hindware\*.

Pipes of Supreme/Skipper/Oriplast\*

Elevator

: Passenger Lifts of Kone / Jhonson / Otis / Schindler\*.

Electricals

- a) Concealed Polycab/Havells/RR Kabel\* copper wiring with modular switches of Anchor Roma/Schneider Electric/ RR Kable/ Havells\*
   b) TV points in all bedroom & Telephone points in master bedroom and living
  - e) Two Light Points, one Fan Point, two 5A points in all bedrooms
  - d) One 15A Geyser point in all toilets & an exhaust fan point.
  - e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen
  - f) One AC points in all bedrooms & one AC point in living & dining room.
  - g) One washing machine point in the balcony.
  - h) Modern MCBs and Changeovers of Havells/HPL/Schneider Electric\*

Water Supply

: Suitable Electric Pump will be installed at ground floor to deliver water to overhead reservoir from underground reservoir.

Landscape

the sta

: Professionally designed and executed landscaping.



ABOITHSHAL REGISTRAR
OF ALISURANCES-IV, KOLKATA

1 4 FEB 2025

Generator

: 24 hour power backup for all common services. Generator back up of,

900 W for 2 bedroom flats and 1200 W for 3 bedroom flats.

Security

: CCTV cameras, Intercom facility and 24/7 Security Personnel.

\* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

## THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring more or less 05 (Five) Kattahs 07 (Seven) Chittaks situated within Mouza – Garfa, Pargana - Khaspur, appertaining to R. S. Dag No. - 2133 & 2134 under R.S. Khatian no. -716 & 200, R. S. No. -2, J. L. No.-19, Touzi No.-10, 12 & 13, being Premises No. 188, Kalikapur Road, Kolkata -700 099, Police Station – Anandapur (formerly Kasba), District- 24 Parganas (South), under Kolkata Municipal Corporation Ward No. - 106, Borough – XII, West Bengal, which is butted and bounded as follows:-

ON THE NORTH

: Part land of R.S. Dag No.-2134.

ON THE SOUTH

: 20ft. Municipal wide road.

ON THE EAST

: Part land of R.S. Dag No.-2133 & 2134.

ON THE WEST

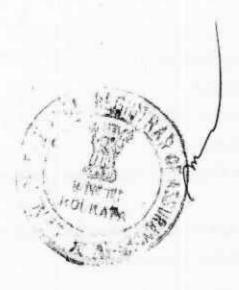
: 20ft. Municipal wide road.

ZONE

: Other than on P.A.S. Connector to other than on P.A.S. Connector

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

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ABDITIGHAL REGISTRAR OF ASSURANCES-IV, KOLKATA 1 4 FEB 2025 IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this day, month and year first above written.

### SIGNED, SEALED and DELIVERED

by the within named OWNER at Kolkata in the presence of Witnesses:-

Debarati Sergapt

17/1, Lánsdowne Terrace Kol-700 026 MADHUR ENCLAVE (P) LTD

Director/Authorised Signatory

SIGNATURE OF OWNER

SIGNED, SEALED and DELIVERED

by the within named DEVELOPER at Kolkata in the presence of

Witnesses:-

frutt the 14

17/1, Lansdowne Terrace Kol-700 026 EDEN ELEMENTS LIP

Flat ye Agende

Authorised Signator / Designated Partner

...........

SIGNATURE OF DEVELOPER

Drafted by me on the basis of information furnished by the Parties herein.

Sanjay Kumar Jain,

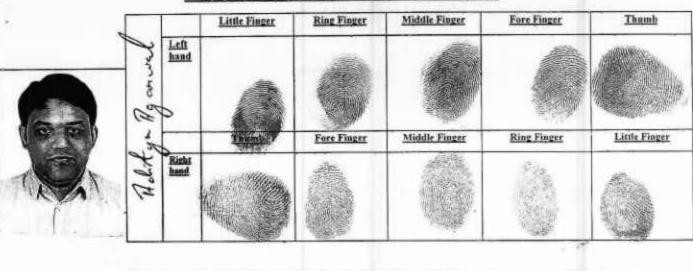
Advocate, High Court, Calcutta

Enrolment No.: WB/444/2005



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA 1 4 FEB 2025

## SPECIMEN FORM OF TEN FINGERPRINTS





		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Phy.	Left hand					
of		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
A may	Right hand					

Middle Finger

Fore Finger

Thumb

	Left	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	hand					
<u>РНОТО</u>	Blich	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right					
1		124 64			*	

PHOTO

SOC STREET Middle Finger Ring Finger Little Finger

Right hand

Ring Finger

Little Finger



ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA 1 4 FEB 2025

## Major Information of the Deed

	1-1904-01848/2025	Date of Registration	14/02/2025		
Deed No:		Office where deed is re	egistered		
Query No / Year	1904-2000420264/2025				
Query Date	11/02/2025 1:47:36 PM	A.R.A IV KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details  SANJAY KUMAR JAIN HIGH COURT, CALCUTTA, Thana: Hare Street, District: Kolkata, WEST BENGA 700001, Mobile No.: 9051444035, Status: Advocate					
The countries of the same	THE RESERVE OF THE PERSON NAMED IN COLUMN	Additional Transaction	TO BE STATE		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]			
Sel Forth value	NAMES OF THE OWNER, WHEN PARTY OF THE OWNER, W	Market Value	HEDRAL BEAUTIE		
Control of the Contro		Rs. 1,60,74,339/-			
Rs. 1/-	EWOY	Registration Fee Paid			
Stampduty Paid(SD)	STATE OF THE PARTY	Rs. 2,105/- (Article:E, E	E, B)		
Rs. 40,121/- (Article:48(g))	D - Lord D- EO/ / EIETV only	) from the applicant for issuin	the assement slip.(Urbar		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(U area)				

### Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kalikapur Road, Road Zone: (Other than on P.A.S Connector — Other than on P.A.S Connector), Premises No: 188, Ward No: 106 Pin Code: 700099

Sch	Plot	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
	(RS:-)	Number	Bastu	10.0	5 Katha 7 Chatak	1/-	1,60,74,339/-	Width of Approach Road: 20 Ft.,
_	Grand	Total:	-		8.9719Dec	1/-	160,74,339 /-	

### Land Lord Details:

Name, Address, Photo, Finger print and Signature
Madhur Enclave Private Limited  17/1, LANSDOWNE TERRACE,, City:- Kolkata, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Date of Incorporation:XX-XX-2XX5, PAN No.:: aaxxxxxx1c,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

### Developer Details :

Dev	eveloper Details :					
SI No	Name, Address, Photo, Finger paint and Signature					
1	EDEN ELEMENTS LLP  17/1, LANSDOWNE TERRACE,, City:- Kolkata, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Date of Incorporation:XX-XX-2XX5, PAN No.:: AAxxxxxX7G, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative					

#### Representative Details:

SI	Name, Address, Photo, Finger print and Signature							
1	Name 4-84	Photo	Finger Print	Signature				
(Pr So GU Da 14, Se 14,	Mr ANUP GUPTA (Presentant) Son of Late SITAL PRASAD GUPTA Date of Execution - 14/02/2025, Admitted by: Self, Date of Admission: 14/02/2025, Place of Admission of Execution: Office		Captured	Ange				
		Feb 14 2025 12:47PM	LTI 1492/2025	14/02/2025				
.0	of: India, Date of Birth:XX-XX-	, PIN:- 700026, 1XX0 , PAN No.	Sex: Male, By Caste: F :: AHxxxxxx7C, Aadha	S:-Lake, District:-South 24- lindu, Occupation: Service, Citizen ar No: 86xxxxxxxxx5513 Status : (as AUTHORISED SIGNATORY)				
2	Name	Photo	Finger Print	Signature				

Name	Photo	Finger Print	Signature
Mr ADITYA AGARWAL Son of Mr SUNIL AGARWAL Date of Execution - 14/02/2025, , Admitted by: Self, Date of Admission: 14/02/2025, Place of Admission of Execution: Office	D.	Captured	Resty - Pyl
SV22	Feb 14 2025 2:34PM	LTI 1402/2025	14/02/3925

17/1, LANSDOWNE TERRACE,, City:- Kolkata, P.O:- KALIGHAT, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5, PAN No.:: AFxxxxxxx8D, Aadhaar No: 82xxxxxxxx8016 Status: Representative, Representative of: EDEN ELEMENTS LLP

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr SANJAY KUMAR Jain Son of Late D Jain High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	歧	Captured	Sera.
	14/02/2025	14/02/2025	14/02/2025

Transfer of property for L1				
SI.No	From	To. with area (Name-Area)		
1	Madhur Enclave Private Limited	EDEN ELEMENTS LLP-8.97188 Dec		

#### Endorsement For Deed Number: I - 190401848 / 2025

#### On 14-02-2025

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

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

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

Presented for registration at 12:30 hrs on 14-02-2025, at the Office of the A.R.A. - IV KOLKATA by Mr ANUP GUPTA

#### Certificate of Market Value (MB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,60,74,339/-

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

Execution is admitted on 14-02-2025 by Mr ANUP GUPTA, AUTHORISED SIGNATORY, Madhur Enclave Private Limited (Private Limited Company), 17/1, LANSDOWNE TERRACE,, City:- Kolkata, P.O:- KALIGHAT, P.S:-Lake, District-South 24-Parganas, West Bengal, India, PIN:- 700026

Indeffed by Mr SANJAY KUMAR Jain, , , Son of Late D Jain, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , Caty/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 14-02-2025 by Mr ADITYA AGARWAL,

Indelified by Mr SANJAY KUMAR Jain, , , Son of Late D Jain, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,105.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 2.021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2025 6:41PM with Govt. Ref. No: 192024250403085808 on 13-02-2025, Amount Rs: 2,021/-, Bank: SBI EPay ( SBIePay), Ref. No. 3297641370026 on 13-02-2025, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,021/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 10980, Amount: Rs.100.00/-, Date of Purchase: 13/11/2024, Vendor name: S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2025 6:41PM with Govt. Ref. No: 192024250403085808 on 13-02-2025, Amount Rs: 40,021/-, Bank: SBI EPay ( SBIePay), Ref. No. 3297641370026 on 13-02-2025, Head of Account 0030-02-103-003-02

m

Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2025, Page from 92378 to 92410 being No 190401848 for the year 2025.



mm

Digitally signed by MOHUL MUKHOPADHYAY Date: 2025.02,19 15:54:30 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 19/02/2025 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.