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verified that the document is authentic.
No registration, the signature sheets and
the endorsement sheets attached with
this document are part of this document.

AD-530732

DEVELOPMENT AGREEMENT

District Sub-Registrar-IV
Alipore, South 24-Pgs.

THIS DEVELOPMENT AGREEMENT is executed at Kolkata on
this 24th day of July, Two Thousand and Twenty

BETWEEN

24 JUL 2020

INTREGAL DISTRIBUTORS PRIVATE LIMITED (PAN:AABCI2004G), a
company incorporated under the Companies Act, 1956, having its
Registered Office at 22, Prince Anwar Shah Road, Post Office Tollygunge,
Police Station Charu Market, Kolkata-700 033, represented by its
Authorised Signatory Mr. Krupesh Mehta (PAN:ANLPM4381J) (Aadhar No.
901996445313) son of Late Chandulal Mehta, by occupation Service, faith Hindu,
Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office
Tollygunge, Police Station Charu Market, Kolkata-700 033, hereinafter
referred to as the **"OWNER"** (which expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include its
successors or successors-in-interest and assigns), of the **FIRST PART;**

27 JUL 2020

096728

4 JUL 2020

Union

Rs.....Date.....

Name:- ARJUN GOPE, Advocate

Address:- Alipur Police Court, Kol-27

Vendor:-.....

I. CHAKRABORTY

6B, Dr. Rajendra Prasad Sarani
Kolkata-700 004



MERLIN PROJECTS LIMITED

Union

Authorised Signatory

VCT 1417



Intregal Distributors Pvt. Ltd

Director

Authorised Signatory/Director

VCT 1418



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*Sandip Kumar Das
Sole A.O. Das
Alipur police court
1-1-2-1*

AND

MERLIN PROJECTS LIMITED (PAN:AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700 033, represented by its Authorised Signatory Mr. Vikash Mimani (PAN:AGTPM1025E) (Aadhaar No.499970067908), son of Mr. Motilal Mimani, by occupation Business, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata- 700033, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns), of the **SECOND PART**.

Whereas:

- (a) The Owner herein is the Owner of **ALL THAT** the piece and parcel of land measuring 67.13 Cottahs (be the same a little more or less) equivalent to 111 decimals comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84 under Mouza : Dakshin Behala, J.L. No. 16, being Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation, more fully and particularly described in the **First Schedule** written hereunder and hereinafter referred to as the **"Said Property"**.
- (b) The details of Ownership of the 'Said Property' are more fully and particularly mentioned in the **Second Schedule** hereunder written.
- (c) The Developer is having vast experience in the development of Real Estate, with sufficient infrastructure and finance and have undertaken development of Various Landmark Residential and Commercial Building & Complex and around the city as well as other states of the country.
- (d) The Owners herein have approached the Developer for development of their 'Said Property' by constructing a Residential Complex.
- (e) The Developer has agreed to undertake development of the **"Said Property"** by constructing multistoried building complex, on the terms and conditions hereinafter appearing.
- (f) Prior to the execution of this Agreement, the Developer has made necessary searches and investigation concerning the marketable title of the Owners in respect of the **"Said Property"** and upon being fully satisfied with the title of the Owner, the Developer has discussed with the Owner, the terms and conditions upon which the development of the said project on the said Property will be undertaken and accordingly both parties herein, have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.



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

Clause 1
Definitions & Interpretations

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

"Advances and Deposits" shall mean the amounts received as advance against application of provisional booking / booking amounts from the intending transferees/purchasers of constructed areas / units in the proposed Project.

"Agreement" shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the Parties in writing;

"Architect" shall mean any architect or consultant or firm of architects whom the Developer with the consent of the Owners may, from time to time appoint for designing, planning and execution of the Project..

"Building Plan" shall mean the plans prepared by the Architect for construction of the Project and shall include any amendments thereto or modifications thereof made or caused as may be necessary and/or required from time to time as per law.

"Common Areas and Facilities" shall mean and include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, generator room and other spaces as may be required for providing the necessary amenities and facilities whatsoever required for the establishment and enjoyment of the flat Owners /occupiers of the Project, as agreed and earmarked by the Parties.

"Developer" shall mean Merlin Projects Limited and shall include its successors or successors-in-interest and/or assigns.

"Force Majeure" means, act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government



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acquisition or requisition, inability to act due to government action, interruption and/or shortage of supply of goods and construction materials, and/or skilled manpower, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the Party affected to the other Party within reasonable time.

"Gross Sale Proceeds" shall mean the total proceeds of sales or consideration received/receivable from the Transferee(s)/ Purchaser(s) against Transfer of the flats / units in the Project together with other rights and interests including Goods & Services Tax.

"Said Property" shall mean land comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84 under Mouza : Dakshin Behala, J.L. No. 16, being Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, as described in **First Schedule** hereunder written.

"Sanctioning Authority" shall primarily mean Kolkata Municipal Corporation and/or any other statutory authority (ies) entrusted by the Government who shall sanction the Building Plan, and accord the necessary permission, clearance & NOC as may be necessary to complete the project.

"Net Sale Proceeds" shall mean Gross Sale Proceeds less Goods & Services Tax (GST) as may be applicable from time to time.

"Owners" shall mean Party of the First Part and shall include its successors or successors-in-interest and assigns.

"Parties" shall mean collectively the Owners and the Developer and **"Party"** means individually each of the Parties.

"Said Project" shall mean the design, development and construction of new residential buildings on the Said Property, comprising of various self-contained independent flats / apartments along with other spaces, car parking areas, necessary infrastructure facilities and Common Areas and Facilities in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and other permissions, clearances from the concerned authorities.

"Transfer" shall mean and include a transfer pursuant to the execution of the sale / lease deed, other documents etc. in respect of a unit / flat in the Project or any part or portion of the buildings comprised in the Project and/or transfer by possession either after completion of the project or at mutually agreed date or by other means



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adopted for affecting what is understood as a transfer of space in a building to transferee(s)/purchaser(s) / lessee(s) / licensee(s) thereof although the same may not amount to a transfer in law.

"Transferee/Purchaser" shall mean a person to whom any flat / unit or any part or portion of the buildings in the Project will be sold and transferred.

"Saleable Areas" shall mean residential flats/apartments with right of car parking and use of specified common areas to be duly demarcated for the said purpose.

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

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

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

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

Clause 2

Purpose & Commencement

- 2.1. This Agreement describes the terms and conditions for implementation of the Project and outlines the key roles and responsibilities of the Parties and also the entitlements of each Party. Each Party shall carry out and perform its respective obligations in accordance with the terms and conditions set out in this Agreement, aimed at the implementation of the Project.
- 2.2. This Agreement shall be deemed to have commenced on and with effect from the date hereof.

Clause 3

Grant of License & Consideration

- 3.1 The Owners doth hereby permit and grant license and permission to the Developer, with right and authority to build upon Said Property by constructing one or more building(s) thereon in accordance with sanctions/permissions herein mentioned and to sell, transfer and



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dispose of or agree to sell transfer and dispose of the constructed areas either after completion of the project or at mutually agreed date to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.

- 3.2 The Developer shall be entitled to undertake the construction work at the Said Property and the Owners shall allow the access for the sole purpose of carrying out and completing the development and commercial exploitation of the Said Property. The legal domain, possession and control of the Said Property shall continue to vest with the Owners till the time transfer of undivided share of land to Transferee(s)/Purchaser(s), after completion of the project.
- 3.3 In as much as the construction on the Said Property is concerned, the Developer shall act as a Licensee of the Owners and shall be entitled to be in permissive access to the Said Property as and by way of a Licensee of the Owners as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the Said Property which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the Said Property for any purposes other than the purpose of construction.
- 3.4. The Developer shall complete the Project within a period **7 (seven)** years from the date of sanction of Building plans from concerned Authorities. It is clarified that the Project shall be deemed to be complete only when the full Completion Certificate is issued by the Competent Authority and such date on which the said full Completion Certificate is issued shall be considered as the Project completion date.
- 3.5. The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the **Third Schedule** hereunder written and approved by the Architect appointed.
- 3.6. In consideration of the Owners granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owners and the Developer shall jointly Transfer the flats /units and other rights and benefits in the Project and share the Net Sale Proceeds received from the prospective Transferees / Purchasers in the ratio as mentioned in the **Fourth Schedule** hereunder written. The aforesaid agreed consideration amount to Owners shall be paid on yearly basis or at mutually agreed period.



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- 3.8 The Developer shall be entitled to receive consideration/allotment money/ advance consideration, etc. in its own name in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account as per WB-HIRA.
- 3.9 The Owners hereby agree and the Developer hereby agrees, undertakes and acknowledges that subsequent to registration of the proposed residential project with WBHIRA Authority, the Developer shall exclusively be entitled to receive booking, enter into agreement for sale allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the 'Said Property'.
- 3.10. The necessary accounts and statements pertaining to Transfer of flats / units and other rights and benefits in the Project and sharing of Net Sale Proceeds will be maintained by the Developer for each financial year (i.e. the period beginning from 1st April of the current year to 31st March of the following year).

Clause 4 **Security Deposit**

- 4.1. On or before the execution of this Agreement, the Developer has paid to the Owner, a sum of Rs.5,00,000/- (Rupees Five Lakh only) hereinafter referred to as the "Interest Fee Refundable **Security Deposit**" for due and punctual performance of the obligations of the Developer hereunder. The said Refundable Security Deposit will be refunded by the Owner prior to final settlement of their accounts under this agreement with the Developer.

Clause 5 **Representations and Covenants of the Owners**

The Owners hereby declares and covenants with the Developer as follows:

- 5.1. The Owners are absolute Owners of the Said Property.
- 5.2. The Said Property is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 5.3. The Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of the Said Property.



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- 5.4. During the subsistence of this Agreement, the Owners shall not transfer and/or part with the Said Property or any portion thereof.
- 5.5. The Owners shall execute a registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the said Project, sale of flat/Units or constructed spaces in terms of this agreement and execution of Deed of Conveyance on behalf of Owners.

Clause 6

Representations and covenants of the Developer

The Developer hereby undertakes and covenants with the Owners as follows:

- 6.1. In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Building Plan and other approvals and the provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.
- 6.2. All costs, charges and expenses for the development and implementation of the Project till its completion (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.
- 6.3. The Developer shall comply with all applicable laws, clearances, and applicable permits (including renewals as required) in the performance of its obligations under this Agreement.
- 6.4. The Developer shall discharge its obligations in accordance with Good Industry Practice.
- 6.5. The Developer shall indemnify, protect, defend and hold harmless the Owners and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.



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- 6.6. The Developer acknowledges and recognizes that time is the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- 6.7. The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 6.8. The Developer shall not transfer and/or assign this Agreement without the consent of the Owners in writing nor shall create any charge or encumbrance in respect of its interest in the Project.
- 6.9. The Developer shall comply with the requirements and requisitions of the Sanctioning Authority and other authorities relating to the construction of the Project and to obtain necessary approval/s, consent/s and license/s from the appropriate authorities as and when required.
- 6.10. The Developer shall not employ (directly or indirectly) any child labour for carrying out construction work at the Said Property.
- 6.11. The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, damage, interference to the occupiers of the adjoining or neighbouring properties or to the public.
- 6.12. ~~The Owners shall make proper arrangement for the security of the Said Property, however the Owners shall not be responsible for safe keeping of construction material, equipments, for that the developer shall make its own arrangement.~~
- 6.13. The Developer shall ensure that upon completion of the Project, all surplus materials, rubbish, and waste are cleared of and removed from the Said Property as well as roads and pavements adjoining the Said Property.

Clause 7
Access to Said Property

- 7.1. The Owners shall give the right of way and access of the Said Property to the Developer for the development of the Project upon commencement of work.
- 7.2. Within 7 days after the Developer having obtained all other necessary permissions, approvals and sanctions, the Developer shall be entitled to commence, carry out construction of the Project as per the Specifications fully mentioned in the **Third Schedule** hereunder written.



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- 7.3. The Developer shall be entitled to right of way and access of the Said Property as licensee, for the purpose of construction and allied activities during the subsistence of this Agreement and until such time the Project is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with the construction of the Project on the Said Property, except in such circumstances when the Owners have reasons to believe that the Developer is not carrying out its function in terms of this Agreement.
- 7.4. The physical possession of the Said Property shall be under the full control and possession of the Owners and except the right of way, and access to the Said Property, the Developer shall have no other right in respect of the same. It is clarified that the Developer shall have no power or authority to part with the possession of the Said Property or any portion thereof.

Clause 8

Transfer of flats / units in the Complex

- 8.1. The Owners and the Developer shall jointly Transfer the flats / units in the Project and for such purpose both the Parties shall enter into necessary agreements, sale / conveyance deeds, and/or other agreements, deeds, documents etc. with the Transferee(s)/ Purchaser(s) to Transfer the flats / units and other rights and benefits in the Project. It is hereby clarified that the sale / conveyance deed for absolute Transfer of the flats / units in the Project shall be executed with the Transferee(s)/ Purchaser(s) only after the completion certificate in respect of the buildings in the Project is obtained from the Competent Authority.
- 8.2. All agreements, deeds (including allotment letter, sale/conveyance deed, and/or other agreements, deeds, documents etc.) pertaining to allotment and/or Transfer of flats/units in the Project shall be drafted and approved by the Parties in consultation with each other as per format approved by the WBHIRA Authority. The Parties shall ensure that the Transferee(s)/ Purchaser(s) shall observe, perform and fulfill all the terms, conditions, stipulations and covenants as contained in the allotment letter and the agreement for sale and or any modifications thereof.



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Clause 9
Mortgage of the Said Property for Loan

- 9.1 The Developer shall be entitled to arrange financing for the Project (Project Finance) by a Bank / Financial Institution (Financier). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the Said Property with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owners' share of Project Revenues. For the aforesaid purpose, the Owners will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance / Project Finance Liability. The loans obtained by the Developer against the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.
- 9.2 In the event the Developer fails to repay the loan amount within the time specified therein, the Owners shall have the option to repay the loan and in such event the Owners shall be entitled to recover such amount from the Developers share of project Revenue to the extent of such amount paid by them. It is also agreed that as a matter of necessity, the intending purchasers shall also be entitled to mortgage and/or create charge over or in respect of their respective Units while obtaining loans for purchasing the same in the said Project the Developer shall obtain necessary NOC from their financier for the said purpose.

Clause 10
Mutual covenants

- 10.1. The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer, nor shall the Owners and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.



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- 10.2. The Owners and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- 10.3. The Developer shall in consultation with the Owners and with its prior approval frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally captured / mentioned in the sale / conveyance deeds/agreements/allotment letters/ documents.
- 10.4. Nothing in these presents shall be construed as a sale / transfer or assignment in law by the Owners in respect of the Said Property or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.
- 10.5. The Transferee(s)/Purchaser(s) shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the flats / units / space in the Complex proposed to be transferred in his/her/its-favour as per prevailing banking laws.
- 10.6. The Owners during the term of this Agreement shall have option to assign their right title and interest under this agreement.
- 10.7. The Government of West Bengal has already introduced West Bengal Housing Industry Regulatory Act, 2017 (WB-HIRA) as per the central Govt. Real Estate Regulatory Act and parties herein will be bound to comply with their respective obligation under the said Act.

Clause 11 **Miscellaneous**

- 11.1. The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.
- 11.2. This Agreement sets forth the entire agreement and understandings between the Parties relating to the Said Property and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.



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- 11.3. In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.
- 11.4. The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Developer.
- 11.5. Upon completion of the construction of the Project in all respects, the Developer shall send a notice to the Owners along with the completion certificate issued by the Competent Authority certifying that the construction has been done in accordance with the sanctioned and/or revised sanctioned Building Plans and fit for occupation. Upon receipt of the notice, the Owners along with the Developer shall execute the necessary sale / conveyance deeds in favour of the Transferees / Purchasers for Transfer of the flats / units and other rights and benefits in the Project. The possession of land will be transferred jointly to all the Transferees/Purchasers of flats/units in the proposed development

Clause 12

Notices, Correspondence and Communication

- 12.1. All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address recorded in this agreement or such other address as may be recorded by the parties herein from time time.
- 12.2. Unless another address has been specified by a Party hereto by a written notice to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 4 (four) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

Clause 13

Dispute resolution & Jurisdiction of Courts

- 13.1. In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 12.2 below.



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- 13.2. If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 12.1 above within 30 (thirty) days, it shall be settled through Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.
- 13.3. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- 13.4. The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- 13.5. Any decision/award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Property)

ALL THAT the piece and parcel of land measuring 67 Cottahs (be the same a little more or less) equivalent to 111 decimals comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84 under Mouza : Dakshin Behala, J.L. No. 16, being Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation, which is butted and bounded in the manner as follows:

On the North : By Ho-Chi-Minh Sarani;
On the South : By Plot of Land comprised in Dag No. 85;
On The West : By Plot of Land comprised in Dag No. 72, 298, 295 & 296;
On The East : By Patton Factory.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DETAILS OF OWNERSHIP)

Mr. Chandra Kant P. Shah and 7 others were the joint owners of **ALL THAT** the piece and parcel of land measuring 67 Cottahs (be the same a little more or less) equivalent to 111 decimals together with structure standing thereon, comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84 under Mouza : Dakshin Behala, J.L. No. 16, being Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.



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The said Mr. Chandra Kant P. Shah and 7 others by virtue of an Indenture of Conveyance duly registered at ADSR Behala, South 24 Parganas, recorded in Book No. I, Volume No. 1607-2018, Pages from 215346 to 215406, Being No. 160706782 for the year 2018, sold transferred and conveyed unto and in favour of Intregal Distributors Private Limited (PAN:AABCI2004G), a having its Registered Office at 22, Prince Anwar Shah Road, Kolkata-700 033, being the Owner herein ALL THAT the piece and parcel of land measuring 20 Cottahs (be the same a little more or less) equivalent to 33 decimals together with structure standing thereon, comprised in R.S. Dag No. 69 and 70, under Mouza : Dakshin Behala, J.L. No. 16, being part of the Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.

The said Mr. Chandra Kant P. Shah and 7 others by virtue of another an Indenture of Conveyance duly registered at ADSR Behala, South 24 Parganas, recorded in Book No. I, Volume No. 1607-2018, Pages from 232266 to 232323, Being No. 160707111 for the year 2018, sold transferred and conveyed unto and in favour of Intregal Distributors Private Limited, having its Registered Office at 22, Prince Anwar Shah Road, Kolkata-700 033, being the Owner herein ALL THAT the piece and parcel of land measuring 47 Cottahs (be the same a little more or less) equivalent to 78 decimals together with structure standing thereon, comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84, under Mouza : Dakshin Behala, J.L. No. 16, being remaining part of the Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.

By virtue of the aforesaid purchase the Owner herein becomes the absolute owner and well sufficiently entitled to the Municipal Premise No. No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Specifications)

- | | |
|--------------|--|
| Foundation | : R.C.C foundation resting on cast-in-situ reinforced concrete bonded piles. |
| Structure | : Earthquake resistant RCC framed structure. |
| Water Supply | : 24 - hour treated water supply. |
| Electrical | : Provision for sufficient electrical points in each and every flats and common area as may be required and suggested by the consultant. |



District Sub-Registrar-IV
Alipore, South 24-Pgs.

12 4 JUL 2020

Provision for Telephone & T.V points in Living and all bedrooms.

Modular switches of reputed brand.

Safety equipment such as M.C.B for all flats.

- Wiring** : Fire resistance concealed, electrical wiring in entire project/complex.
- Wall Finish** : Interior – Smooth putty or POP finished walls.
Exterior - Combination of antifungal paint.
- Flooring & Dado** : Vitrified tiles for living, dining, all bedrooms and balcony. Kitchen / Toilet floors to be made with heavy duty mat finish ceramic/vitrified tiles.
- Toilet** : Ceramic/vitrified tiles of a reputed brand (up to lintel height).
White porcelain sanitary ware of reputed brand CP fittings of a reputed brand & Hot and cold water provision.
- Door** : Door frames made of seasoned and treated wood.
Flush doors or teak wood finished doors.
Quality locks/handles (hardware) for all doors of reputed brand.
- Window** : Color Anodized/ powder - coated glazed aluminum window.
- Kitchen** : Granite counter top.
Dado (wall) of ceramic tiles above counter upto 2 feet height
Stainless steel Sink.

Amenities

- Firefighting system
- Automatic Elevators
- CCTV monitoring & surveillance system on the ground floor
- Water Filtration/Treatment Plant
- Power Backup for common area and flats.
- Children's Play Area
- Intercom
- Community Hall
- Indoor Games Room
- Gymnasium
- Swimming Pool



District Sub-Registrar-IV
Alipore, South 24-Pgs.

24 JUL 2020

THE FOURTH SCHEDULE ABOVE REFERRED TO
(NET SALE PROCEEDS SHARING RATIO)

~~In consideration of~~ The Party of the First Part granting development rights to the Party of the Second Part ^{they} shall share the Net Sale Proceeds receivable from the prospective Transferees/Purchasers in the following ratio:

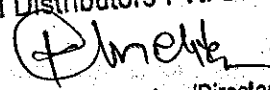
Party of the First Part : 25% (Twenty Five percent) of the net sale proceeds.

Party of the Second Part : Balance 75% (Seventy Five percent) of the net sale proceeds.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

SIGNED SEALED AND DELIVERED
by the **OWNERS** in the presence of:

1. *Soma Sengupta*

Intregal Distributors Pvt. Ltd

 Authorised Signatory/Director

2. *Ganjam Roy*

SIGNED SEALED AND DELIVERED
by the **DEVELOPER** in the presence of:

1. *Soma Sengupta*

22, Prince Anwar Shah Road,
Kolkata-700 033

MERLIN PROJECTS LIMITED

 Authorised Signatory

2. *Ganjam Roy*
 22, Prince Anwar Shah Road,
Kolkata-700 033

Prepared by me
to Mr
Alpin police Const
Kol-27
 WB-613/2001



District Sub-Registrar-IV
Alipore, South 24-Pgs.

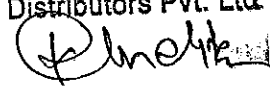
24 JUL 2020

MEMO OF CONSIDERATION

Received from the Merlin Projects Limited a sum of Rs.5,00,000/- (Rupees Five Lakh only) as and by way of interest free security deposit as per the memo given below:

Drawn in favour of	Bank	Chq. No.	Dated	Branch	Amount (Rs)
Intregal Distributors Pvt. Ltd.	IDBI Bank Ltd.	136115	22.07.2020	Anwar Shah Road	5,00,000/-

Intregal Distributors Pvt. Ltd.


Authorised Signatory/Director

(OWNER)

Witnesses:

1. *Soma Sengupta*

22, Prince Anwar Shah Road,
Kolkata-700 033

2. *Ganesh Das*

22, Prince Anwar Shah Road,
Kolkata-700 033

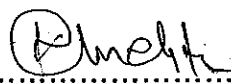


District Sub-Registrar-IV
Allpore, South 24-Pgs.

24 JUL 2020

		Thumb	* 1st finger	mid finger	* ring finger	small finger *
	left hand					
	right hand					

Name : KRUPESH MEHTA

Signature: 

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

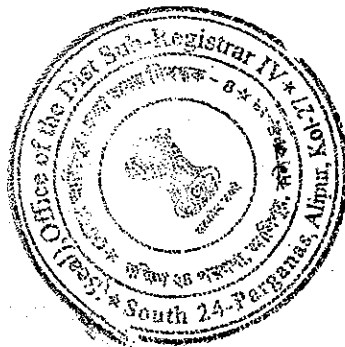
Name : VIKASH MIMANI

Signature: 

		thumb	1st finger	mid finger	ring finger *	small finger
PHOTO	left hand					
	right hand					

Name:

Signature:



District Sub-Registrar-IV
Alipore, South 24-Pgs.

24 JUL 2020

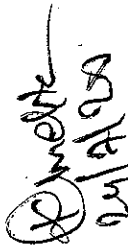
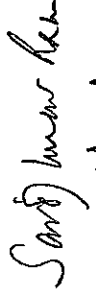


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

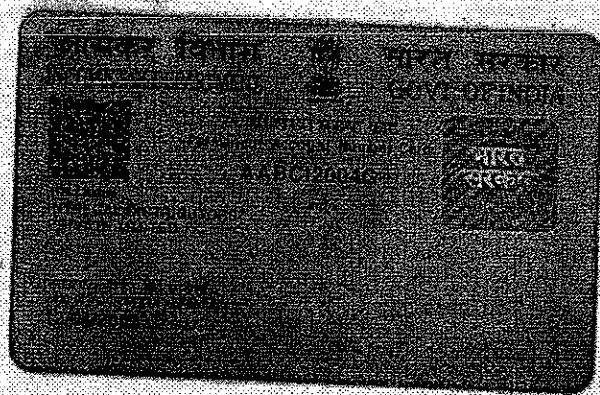
Signature / LTI Sheet of Query No/Year 16042000812367/2020

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Krupesh Mehta 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Representative of Land Lord [INTREGAL DISTRIBUTORS PRIVATE LIMITED]			 24/07/20
2	Mr Vikash Mimani 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Representative of Developer [MERLIN PROJECTS LIMITED]			 24/07/20
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Mr Krupesh Mehta, Mr Vikash Mimani			 24/07/20

(Pradipta Kishore Guha)

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



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KRUPESH MEHTA

CHANDULAL MEHTA

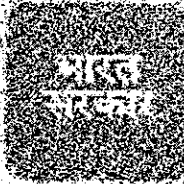
18/01/1981

Permanent Account Number

ANLPM4381J

Emo hts

Signature



06/07/2006



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার

ভারত সরকার

Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 0647/00255/18717

To

কৃপেশ মেহতা

Krupesh Mehta

115, Bakul Bagan Road Bhowanipur

Kolkata

Bhowanipore

Bhowanipore

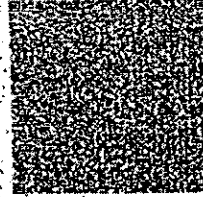
Circus Avenue Kolkata

West Bengal 700025

8334886000

18/06/2018
120585593

ME265855630FH



আপনার আধার সংখ্যা / Your Aadhaar No.:

9019 9644 5313

আমার আধার, আমার পরিচয়



ভারত সরকার

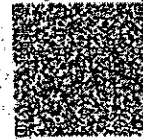
Government of India

কৃপেশ মেহতা

Krupesh Mehta

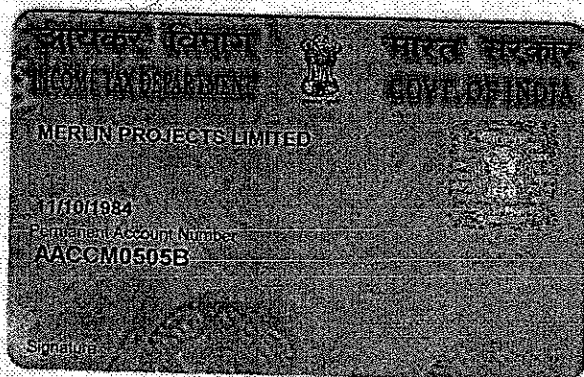
জন্মতারিখ / DOB: 18/01/1981

পুরুষ / Male



9019 9644 5313

আমার আধার, আমার পরিচয়



PERMANENT ACCOUNT NUMBER		
AGTPM1025E		
	NAME	
	VIKASH MIMANI	
	FATHER'S NAME	
	MOTILAL MIMANI	
	DATE OF BIRTH	
	03-12-1972	
SIGNATURE		 COMMISSIONER OF INCOME TAX W.B. III
		

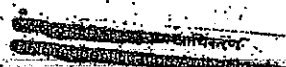


 विकेश मिमानी
 Vikash Mimani
 जन्म तिथि/DOB: 09/12/1972
 पुरुष/ MALE

4999 7006 7908

मेरा आधार मेरी पहचान

Vikash (a-a)



 विकेश मिमानी
 Vikash Mimani
 जन्म तिथि/DOB: 09/12/1972
 पुरुष/ MALE

Address: S/O Mod Lal Mimani, Merin North S/O मोदी लाल मिमानी, मेरिन नॉर्थ स्टोर
 Star, 70, P.C. Ghosh Road, Near 70, पी.सी. घोष रोड, नज़्द
 Banphool Abhasan, Lake Town लोक नगर कोलकाता, लीक टाउन
 Kolkata, Sreebhum, North 24 पश्चिम बंगाल, नॉर्थ 24
 Parganas, वेस्ट बंगाल - 700048
 West Bengal- 700048

4999 7006 7908



GOVT. OF WEST BENGAL

Directorate of Registration & Stamp Revenue
e-Challan

2088/2020

BRN: 192020210043891411 Payment Mode Online Payment
BRN Date: 22/07/2020 17:06:09 Bank: IDBI Bank
BRN: 685641029 BRN Date: 22/07/2020 17:19:21

DEPOSITOR'S DETAILS

Id No.: 2000812367/1/2020
[Query No./Query Year]
Name: MERLIN PROJECTS LTD
Contact No.: Mobile No.: +91 9831898863
E-mail:
Address: 22 PRINCE ANWARSHAH ROAD KOLKATA 700033
Applicant Name: Mr Bapi Das
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

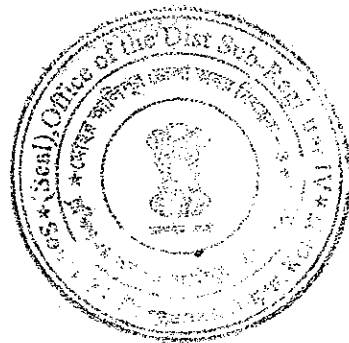
PAYMENT DETAILS

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount
1	2000812367/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000812367/1/2020	Property Registration- Registration Fees	0030-03-104-001-16	5021

Total

80042

In Words: Rupees Eighty Thousand Forty Two only





Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2000812367/2020	Office where deed will be registered
Query Date	15/07/2020 4:38:32 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831898863, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]	
Set Forth value	Marker Value	
Rs. 2/-	Rs. 9,64,34,721/-	
Total Stamp Duty Payable (SD)	Total Registration Fee Payable	
Rs. 75,021/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non-Judicial Stamp
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)	

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Min Sarani, Road Zone : (Kethopole -- REST (Premises located on Ho-Chi-Min Sarani) Ward-127,128) , , Premises No: 328, , Ward No: 127 Pin Code : 700061

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	67 Katha	1/-	9,57,69,096/-	Property is on Road
Grand Total :				110.55Dec	1 /-	957,69,096 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	6,65,625/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	6,65,625 /-	



Major Information of the Deed

Deed No :	I-1604-02088/2020	Date of Registration	27/07/2020
Query No / Year	1604-2000812367/2020	Office where deed is registered	
Query Date	15/07/2020 4:38:32 PM	1604-2000812367/2020	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831898863, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 9,64,34,721/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ho - Chi - Min Sarani, Road Zone : (Kethopole – REST (Premises located on Ho-Chi-Min Sarani) Ward-127,128) , , Premises No: 328, , Ward No: 127 Pin Code : 700061

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Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	6,65,625 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	INTREGAL DISTRIBUTORS PRIVATE LIMITED 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.: AABCI2004G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MERLIN PROJECTS LIMITED 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.: AACCM0505B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr.Krupesh Mehta Son of Late Chandulal Mehta 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: ANLPM4381J, Aadhaar No: 90xxxxxxxx5313 Status : Representative, Representative of : INTREGAL DISTRIBUTORS PRIVATE LIMITED (as Authorised Signatory)
2	Mr.Vikash Mimani (Presentant) Son of Mr Motilal Mimani 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGTPM1025E, Aadhaar No: 49xxxxxxxx7908 Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Authorised Signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			
Identifier Of Mr Krupesh Mehta, Mr Vikash Mimani			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	INTREGAL DISTRIBUTORS PRIVATE LIMITED	MERLIN PROJECTS LIMITED-110.55 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	INTREGAL DISTRIBUTORS PRIVATE LIMITED	MERLIN PROJECTS LIMITED-1000.00000000 Sq Ft



Endorsement For Deed Number : I - 160402088 / 2020

On 24-07-2020

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

Presented for registration at 14:37 hrs on 24-07-2020, at the Private residence by Mr Vikash Mimani .

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 9,64,34,721/-

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

Execution is admitted on 24-07-2020 by Mr Krupesh Mehta, Authorised Signatory, INTREGAL DISTRIBUTORS PRIVATE LIMITED, 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

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 Business

Execution is admitted on 24-07-2020 by Mr Vikash Mimani, Authorised Signatory, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

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 Business



Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 27-07-2020

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053/- (B = Rs 5,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2020 5:19PM with Govt. Ref. No: 192020210043891411 on 22-07-2020, Amount Rs: 5,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 685641029 on 22-07-2020, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

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

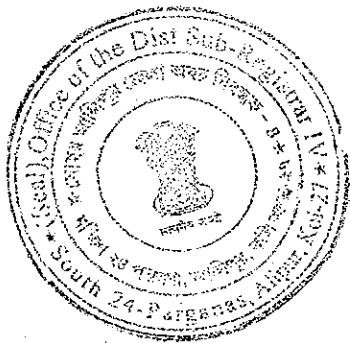
Description of Stamp

1. Stamp: Type: Impressed, Serial no 96728, Amount: Rs.100/-, Date of Purchase: 04/07/2020, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/07/2020 5:19PM with Govt. Ref. No: 192020210043891411 on 22-07-2020, Amount Rs: 75,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 685641029 on 22-07-2020, Head of Account 0030-02-103-003-02



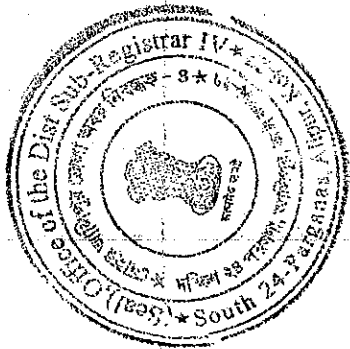
Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2020, Page from 79767 to 79801
being No 160402088 for the year 2020.



Pradipta Kishore Guha

Digitally signed by PRADIPTA KISHORE
GUHA

Date: 2020.08.03 13:25:19 +05:30

Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2020/08/03 01:25:19 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)