

ANNEXURE- A26
0258/19

0216/19



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL
S No. 16141/2019.

AB 292352

(Certified that this Document is adhered to the Provisions. The Signature Sheet and the present sheets with this Document are the part of this list.)

(Signature)
A. Ghoshal
of Assesment, Kolkata



11 JAN 2019

JOINT DEVELOPMENT AGREEMENT

1. Date: 11th January, 2019.
2. Place: Kolkata
3. Parties:
 - 3.1 (1) PAWANPUTRA TRADECOM PRIVATE LIMITED, a company within the meaning of Companies Act, 2013, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass - R.B. Connector Junction, Police Station- Anandapur (previously Tiljala), Post Office- Madurdaha, Kolkata - 700 107, and Income Tax Permanent Account No. AAACP4076C, represented by its

133100

M. Mukherjee
Advocate
High Court Calcutta

Address

11, Narayn Subhas Rd.,
Rajat Near Dy
Date 17 OCT 2019
Vendor



Rajat Near Dy
Advocate

District Judges Court
Barsooi, Nijay P S
F/204/2017

ADDITIONAL REGISTRAR
OF ASSAM, BARSOOI, NOLKATA
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Authorised Signatory Balaji Kumar De, son of Late Kalipada Dey, Citizen of India, by religion Hindu, by occupation Service, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass - R.B. Connector Junction, Police Station- Anandapur (previously Tijjala), Post Office - Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account no. BILPD7109R

and

(2) GAGAN TRADELINK PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass - R.B. Connector Junction, Police Station- Anandapur (previously Tijjala), Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. AADCG4314R and represented by its Authorised Signatory Balaji Kumar De son of Late Kalipada Dey, Citizen of India, by religion Hindu, by occupation Service, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass - R.B. Connector Junction, Police Station--Anandapur (previously Tijjala), Post Office - Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account no. BILPD7109R

hereinafter jointly referred to as "the Owners" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the One Party,

AND

3.2 SHRACHI KEVENTER ABASAN LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass - R.B. Connector Junction, Police Station- Anandapur (previously Tijjala), Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. AADCG4314R, represented by its Designated Partner Mr. Sanjeev Agarwal son of Late Shiv Prasad Agarwal, Citizen of India, by religion Hindu, by occupation Business, residing at CK-276, Salt lake, Sector-II, Salt Lake, Police Station Bidhannagar (East), Post Office CK Market, Kolkata - 700 091, having Income Tax Permanent Account no. AEPVA1545B and hereinafter referred to as "Developer" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and permitted assigns) of the Other Part -

Owners and Developer individually "Party" and collectively "Parties".



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NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement:** Agreement between the Owners and the Developer with regard to development of ALL THAT the land measuring about 1581.24 decimals in L.R. Dag nos. 404, 488, 489, 490, 491, 493, 494, 495, 496, 497, 498, 508, 511, 513, 519 and 520 under L.R. Khatian nos. 887 and 888 in Mouza Chanda Kanthalberia, J.L. No. 8, Block - Bhangar II, P.S Kolkata Leather Complex (formerly Bhangore), within the ambit of Beonta-II Gram Panchayat, Post Office - Kulberia, in the District of 24 Parganas (South), West Bengal be the same a little more or less and morefully described in the First Schedule below ("said Property").
5. **Representations, Warranties and Background**
 - 5.1 **Owners Representations:** The Owners have represented and warranted to the Developer as follows:
 - 5.1.1 **Ownership of said Property:** The Owners are the absolute lawful owners of the said Property and the documents of title in favour of the Owners are as mentioned in the Second Schedule written hereunder.
 - 5.1.2 **Marketable Title:** The right, title and interest of the Owners in the said Property are free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owners have a marketable title to the said Property.
 - 5.1.3 **Possession:** The said Property in its entirety is in the khas, vacant, physical and absolute possession of the Owners and is enclosed on all four sides.
 - 5.1.4 **Mutation:** The said Property has already been duly mutated in the names of the Owners with the authorities under the West Bengal Land Reforms Act, 1956.
 - 5.1.5 **No Requisition or Acquisition:** The said Property is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.



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5.1.6 **Taxes Paid:** All bills received for property taxes payable in respect of the said Property have been paid by the Owners and at present there are no outstanding demands regarding the same.

5.1.7 **Custody of Title Deeds:** The original documents of title mentioned in the Second Schedule hereunder written in respect of the said Property (hereinafter referred to as the "Original Title Documents") are in exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same.

5.1.8 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever have been given by the Owners.

5.1.9 **No Legal Proceedings:** No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of the Owners herein.

5.1.10 **No Previous Agreement:** The Owners have not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.

5.1.11 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake, complete and finish within the agreed time the development of the said Property.

5.2.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.



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OF
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5.2.3 Authority: The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.3 Background: The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings and marketing and selling the Units and other rights therein ("Project"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. Basic Understanding:

6.1 Agreement: The Owners shall at their own costs make available for the purpose of development, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and construct a residential cum commercial project thereon comprising of new buildings thereon in accordance with the plans ("Plans") to be sanctioned by the appropriate authorities with specified areas, amenities and facilities to be enjoyed in common ("New Buildings") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Buildings ("Units") shall be transferable in favour of intending buyers ("Transferees"). The term "Transferees" shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.

6.2 Developer to have exclusive development right: For the purposes of construction and commercial exploitation, the Owners are hereby granting to the Developer an exclusive right and authority to construct the New Buildings and take all steps in terms of this Agreement.

7. Appointment and Commencement

7.1 Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owners.

7.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned



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above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7.3 Possession: Simultaneously with the execution of this Agreement the said Property shall be under the joint possession of the Owners and the Developer. The Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property. Full vacant physical possession of the said Property shall be handed over to the Developer for the purpose of development in terms of this Agreement at a mutually agreed time.

8. Sanction, Approvals and Construction

8.1 Sanction & Approvals: The Developer shall get the Plans prepared at its own cost by the Architects and the same shall be finalized in consultation with the Owners. The Developer shall endeavour to get the plans prepared and sanctioned in the manner that the maximum permissible area is sanctioned. The Developer shall expeditiously take necessary steps and apply for and obtain within 12 (Twelve) months from the date of this Agreement, the sanction of the Plans from the appropriate authorities as also all other sanctions, approvals, permissions, clearances, consents, no objections, registrations, licences, etc. [collectively "Approvals"] required for the Project and for commencement of the construction of the New Buildings. If the Owners take more than 30 (thirty) days to satisfactorily reply to any queries relating to ownership, title or possession raised by the appropriate authorities or any other authority, as may be applicable, then the entire time taken by the Owners shall be excluded for the purpose of calculation of 12 (Twelve) months mentioned above. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc) shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee.

8.2 Architects and Consultants: The Architects and the other consultants for the Project shall be appointed by the Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer.

8.3 Construction of New Buildings: The Developer shall commence construction of the New Buildings within 12 (Twelve) months subject to obtaining sanction of the Plans and any other Approval necessary for commencement of construction. The superstructure of the New Buildings shall be completed by the Developer within



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120 (One Hundred and Twenty) months of the commencement of construction provided there is no change in the Plans during this period. In case of change in Plans, the time taken for the same shall be excluded for the purpose of calculation of the aforesaid period. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings and the Units therein in accordance with the sanctioned Plans and as per specifications mutually agreed between the Parties.

8.4 Completion Time: The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Plans and the mutually agreed specifications within a period of 120 (One Hundred and Twenty) months from the date of receiving all Approvals necessary for commencement of construction ("Completion Time"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further period of 24 (Twenty Four) months from the date of expiry of the Completion Time ("Grace Period").

8.5 Common Portions: The Developer shall at the Developer's own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "Common Portions").

8.6 Building Materials: The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.

8.7 Temporary Connections: The Developer shall at its own costs be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use any existing electricity and water connection at the said Property the costs whereof shall be borne by the Developer.

8.8 Co-operation: Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

9. Deposit of Original Title Documents: Simultaneously with the execution of this Agreement, the Original Title Documents shall be deposited by the Owners with the Developer. The Original Title Documents shall be used for the purpose of the Project including producing the same before the statutory authorities and bodies and also for the purpose of Project Finance.



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10. **Powers of Attorney:** Simultaneously with the execution of this Agreement, the Owners have granted to the Developer and/or its nominees, a Power of Attorney for the purpose of, inter alia, getting the Plans sanctioned, obtaining all necessary Approvals for the Project and booking and sale of the saleable spaces in the New Buildings. The power for booking and sale of the saleable spaces in the New Buildings shall become effective only after sanction of the Plans and obtaining of all Approvals required for commencement and construction and till that time neither any booking/allotment shall be made nor any agreement for sale/transfer of any portion of the New Buildings and/or for creating any third party right in any manner whatsoever shall be made, entered into or executed. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that it shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations under this Agreement.
11. **Allocation of Revenues of Saleable Constructed Spaces in the New Buildings:**
- 11.1 **Sale Proceeds:** The sale proceeds from the sale of total saleable constructed spaces in the New Buildings upon development of the said Project together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("Sale Proceeds") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer under Clauses 19.1 are not part of the Sale Proceeds and the same shall belong only to the Developer without the Owners having any share therein.
- 11.2 **Owners' Allocation of Sale Proceeds:** The Owners' Allocation of Sale Proceeds shall mean 25 (twenty five) per cent of the Sale Proceeds.
- 11.3 **Developer's Allocation of Sale Proceeds:** The Developer's Allocation of Sale Proceeds shall mean 75 (seventy five) per cent of the Sale Proceeds.
12. **Financials:**
- 12.1 **Project Finance:** The Developer may arrange for financing of 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 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' Allocation of Sale Proceeds. For the aforesaid purpose, the Owners may join as consenting parties (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



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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 Documents shall be used by the Developer only for the purpose of this Project and not for any other Project or other business. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

12.2. The Buyers of constructed spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.

12.3. **Goods & Service Tax (GST):** The GST relating to development and construction shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. The GST in respect of the sale of the Units to the Transferees shall be collected by the Developer from the Transferees and deposited in the Sale Consideration Bank Account mentioned in Clause 12.5 below. Deposit of such GST with the concerned authority in accordance with law in respect of the sale of the Units to the Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of GST in respect of the sale of the Units to the Transferees shall be made out of the Sale Proceeds and shall be borne by both parties in same ratio as the Sale Proceeds, that is, 25:75. The Owners' share of GST in respect of the sales shall be paid to the Developer by way of adjustment from the Owners' Allocation of Sales Proceeds in the manner mentioned in Clauses 12.6 below and it shall be the responsibility of the Developer to pay the entire GST in respect of the sales for the whole project including the shares of both the Owners and the Developer.

12.4. **Marketing Costs & Brokerage:** The costs for marketing and marketing materials shall be shared by the parties equally, that is in the ratio 50:50. The brokerage payable for sales of the Units shall be shared by the parties in the same ratio as the Sales Proceeds, that is, 25:75. The Owners shall pay its share of marketing and marketing materials and the brokerage to the Developer by way of adjustment from the Owners' Allocation of Sales Proceeds in the manner mentioned in Clauses 12.6 below and it shall be the responsibility of the Developer to pay the marketing costs and the entire brokerage to the brokers for the whole project including the shares of both the Owners and the Developer.



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12.5 **Sale Consideration Bank Account:** The principal policy decisions regarding the marketing and sales of the Project (i.e. the total saleable constructed spaces/Units in the New Buildings comprising both the Owners' Allocation and the Developer's Allocation) including deciding the sale price and revising the same from time to time, shall be taken by the Developer in consultation with the Owners. The Developer shall take all necessary steps and day-to-day decisions in accordance with the policy decisions. The sales to the Transferees shall be made by the Developer and the Sale Proceeds shall be collected by the Developer. The Sale Proceeds in respect of all sales of the Units in the New Buildings as also the GST thereon payable by the Transferees shall be deposited in a separate bank account (Sale Consideration Escrow Account) which shall be operated jointly by representatives of both the Owners and the Developer in the manner that the Owners receives the Owners' Allocation of Sale Proceeds and the Developer receives the Developer's Allocation of Sale Proceeds subject to re-payment of the Project Finance Liability, if any.

12.6 **Disbursement from Sale Consideration Bank Account:** Though the Owners' Allocation of Sales Proceeds is 25 (twenty five) per cent and the Developer's Allocation of Sales Proceeds is 75 (seventy five) per cent, standing instructions shall be given by the authorised representatives of both the Owners and the Developer to the concerned Bank to disburse at the end of every day the amounts deposited in the Sale Consideration Escrow Account in following manner:

- i) The Owners shall be paid 20 (twenty) per cent of the Sales Proceeds.
- ii) The Developer shall be paid 80 (seventy) per cent of the Sales Proceeds.

The extra 5 per cent of the Sale Proceeds deducted from the Owners and paid to the Developer as the aforesaid shall be used by the Developer for the following purposes:-

- a. Payment of GST on sales of Units to the Transferees collected by the Developer from the Transferees in respect of the Owners' Allocation of Sales Proceeds mentioned in Clause 12.3; and
- b. Payment of brokerage in respect of the Owners' Allocation of Sales Proceeds mentioned in Clause 12.4.

At the end of every quarter the actual amounts paid towards such GST and brokerage shall be reconciled with the 5 per cent deducted and the difference if any shall be adjusted between the parties within the next 15 days.



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The above distribution of Sale Proceeds ratio shall be as per provisions of the West Bengal Housing Industry Regulation Act, 2017 by opening an Escrow Account.

12.7 **Reconciliation & Payment of differences:** The Sale Consideration Escrow Account will be reconciled at the end of every quarter so as to adjust the actual amount of GST and brokerage. If it is found that any party has received less than its allocation of Sales Proceeds mentioned in Clause 11, then the difference amount payable to such party shall be paid by the other party within 15 (fifteen) days.

13. **Retention of Units by Parties and transfer of Units to Transferees:**

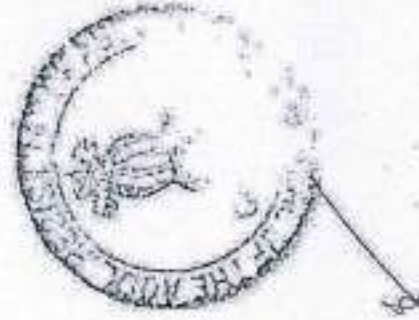
13.1 **Retaining of Units by Parties:** Either Party may at its option intimate to the other party its desire to retain/acquire any Unit that is unsold at the relevant time at the market price prevalent at that time for sale of Units in the Project. In such an event such party shall have a right of first purchase and shall make payment of the sale consideration for such Unit as also the payments under Clause 19.1 in the same manner as any other Transferee.

13.2 **Transfer in favour of Transferees:** The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by handing over possession of such Units and ultimately transferring title by registered Deeds of Conveyance. Both the Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs and expenses of such Agreements and Deeds of Conveyance (both in respect of the Owners' Allocation and the Developer's Allocation) including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

14. **Taxes and Outgoings:** All rates, taxes and outgoings (collectively Rates) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Owners respectively (ii) from the date of this Agreement shall be borne, paid and discharged by the Developer, and (iii) thereafter from the date of grant of the Completion/Occupancy Certificate the Rates shall be borne, paid and discharged by the respective Transferees.

15. **Access and Post Completion Maintenance:**

15.1 **Notice of Completion:** Upon the construction of the New Buildings being completed, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and the Completion/Occupancy



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Certificate from the appropriate authorities shall be obtained subsequently after completion of Common Portions by the Developer.

15.2 Possession: Possession of any Unit shall be made over to the Transferees only after both the Owners and the Developer have received their respective share of the Sale Consideration and other amounts receivable in respect of such Unit till that time as per the Agreement for Sale executed in respect of such Unit.

15.3 Maintenance: The parties shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("Maintenance Charges"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

16. Principal Obligations of Developer:

16.1 Completion of construction for access within Completion Time: The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice under Clause 15.1 above within the Completion Time. However that in case of revised sanction, the time required for revision shall be added.

16.2 Obligations subsequent to Completion: The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. within 6 (six) months of giving notice under Clause 15.1. It is however clarified that the drainage/sewerage connection required to be obtained after the Completion/Occupancy Certificate shall be obtained by the Developer at its own costs subsequently.

16.3 Completion/Occupancy Certificate: The Developer shall take steps and obtain at its own costs the Completion/Occupancy Certificate from the appropriate authorities within 3 (three) months of completing the Units in the New Buildings in all respects. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion/Occupancy Certificate.

16.4 Compliance with Laws: The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies including any contemporary real estate regulations and it shall be the responsibility of the Developer to ensure proper compliance thereof.



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- 16.5 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owners shall be consulted and kept informed regarding the same.
- 16.6 **Specifications:** The Developer shall use building materials and shall complete the New Buildings as per specifications which shall be mutually agreed and decided between the Parties herein.
- 16.7 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.8 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own costs, risks and responsibilities including for planning, designing and sanction of Plans. The Developer shall be responsible and liable to Government and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer.
- 16.9 **Tax Liabilities:** All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/Project, including sales tax, value added tax, GST, works contract tax, etc. shall be paid by the Developer. As regards the tax payable by the Owners on the income arising out of transfer of the Units in the New Buildings, the same shall be payable by the Owners in respect of the Owners' Allocation and shall be payable by the Developer in respect of the Developer's Allocation.
- 16.10 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain all Approvals required from various Government authorities to commence, execute and complete the Project.
- 16.11 **Responsibility for Marketing:** All saleable constructed spaces in the New Buildings including both Owners' Allocation and Developer's Allocation shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The Developer shall discuss the marketing strategy with the Owners and consider their views.



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16.12. **Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement or any rights or benefits hereunder, without the prior consent in writing of the Owners. It is however clarified that in case of the Developer intending to assign this Agreement in favour of any of its Group Company, that is any Company under the joint management and control of Shrachi Group and Keventer Group, then such consent shall not be required subject to the condition that such Company shall continue to remain under the joint management and control of Shrachi Group and Keventer Group till the completion of the Project.

16.13. **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Powers of Attorney granted pursuant hereto.

17. Principal Obligations of Owners

17.1 **Title:** The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance. The Owners shall remain liable to rectify defects, if any, in the title at its own costs.

17.2 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property.

17.3 **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.

17.4 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.

17.5 **No Dealing with the said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.

17.6 **Adherence by Owners:** The Owners have assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

18. Indemnity



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18.1 By the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or by-laws relating to development and construction and/or arising out of any accident or negligence during development and construction.

18.2 By Owners: The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect in title of the said Property and/or arising from any of the Representations of the Owners being incorrect.

19. Miscellaneous

19.1 Developer to Collect Additional Payments & Deposits: The Developer shall be entitled to collect in respect of all Units of the New Buildings all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, documentation charges, charges for additional work and amenities that may be provided, charges, outpocket expenses and fees payable for changes/regularization/ completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds.

19.2 Documentation: The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings (including both Owners' Allocation and Developer's Allocation) shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the New Buildings.



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11 JAN 2019

- 19.3 **Additional/Further Construction:** If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owners and the Developer in the ratio 25:75 after reimbursing the Developer with the total fees, costs, charges and incidental expenses incurred for obtaining the Approvals for such additional/further constructions.
- 19.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.6 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.7 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.8 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 19.9 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.10 **Name:** The name of the Project shall be decided by the parties mutually at a later date.
- 19.11 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof



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to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after completion of the New Buildings.

20. Defaults/Termination:

20.1 Prior to grant of all Approvals required for commencement of construction including sanction of Plans, this Agreement may be cancelled in the following circumstances:

- a) in the event of there being any defect in title or any encumbrances in respect of the said Property, the Developer shall have the option to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Owners.
- b) In the event of the Plans being not sanctioned and all Approvals required for commencement of construction being not received within 24 (Twenty Four) months from the date of this Agreement for any reason whatsoever, the Owners shall be entitled to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer.

20.2 Save as mentioned in Clause 20.1, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance. However, if there is any delay in implementing the Project except due to force majeure (explained in Clause 21 below), the same shall be justified by the Developer to the Owners; to their satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

21. Force Majeure

21.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage



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11 JAN 2019

of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delays due to elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

21.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15 (fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

22. **Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties.

23. **Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

24. **Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the sole arbitration of an arbitrator to be decided mutually by the Parties. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the



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law but shall give reasons for the award. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.

25. Jurisdiction: In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

26. Rules of Interpretation:

26.1 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

26.2 Number: In this Agreement, any reference to singular includes plural and vice-versa.

26.3 Gender: In this Agreement, words denoting any gender including all other genders.

26.4 Party: In this Agreement, any reference to a Party is to a party to this Agreement.

26.5 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

26.6 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

26.7 Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning



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11 JAN 2019

of any clause and shall consequently not affect the construction of this Agreement.

27. Schedules:

First Schedule

("said Property")

ALL THAT the land measuring about 1581.24 decimals comprised in (i) 8 decimals in L.R. Dag no. 404, (ii) 48 decimals in L.R. Dag no. 488, (iii) 251 decimals in L.R. Dag no. 489, (iv) 14 decimals in L.R. Dag no. 490, (v) 20 decimals in L.R. Dag no. 491, (vi) 3 decimals in L.R. Dag no. 493, (vii) 7 decimals in L.R. Dag no. 494, (viii) 12 decimals in L.R. Dag no. 495, (ix) 240 decimals in L.R. Dag no. 496, (x) 47 decimals in L.R. Dag no. 497, (xi) 463 decimals in L.R. Dag no. 498, (xii) 329 decimals in L.R. Dag no. 508, (xiii) 42 decimals in L.R. Dag no. 519 and 511, (xiv) 43.71 decimals in L.R. Dag no. 513, (xv) 33.82 decimals in L.R. Dag no. 519 and (xvi) 19.71 decimals in L.R. Dag no. 520 under L.R. Khatian nos. 887 and 888 in Mouza Chanda Kanthalberia, J.L. No. 8, Block - Bhargar II, P.S Kolkata Leather Complex (formerly Bhargore), within the ambit of Beonta-II Gram Panchayat, Post Office - Kulberia, in the District of 24 Parganas (South), West Bengal and butted and bounded in the manner following that is to say :-

On the North : By Dag nos. 488, 485, 499, 507, 506, 513;
 On the East : By Remaining land in Dag nos. 519, 520;
 On the South : By Canal; and
 On the West : By Canal;

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

The said Property is delineated on the Plan attached and bordered in Green colour thereon.

Second Schedule

(Original Title Documents)

Sl. No.	Deed no.	Year	Registered at the office of	Purchaser
1	294	2010	A.R.A.-I, Kolkata	Pawanputra Tradecom
2	295	2010	A.R.A.-I, Kolkata	Pawanputra Tradecom
3	296	2010	A.R.A.-I, Kolkata	Pawanputra Tradecom



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11 JAN 2019

4	297	2010	A.R.A.-I, Kolkata	Pawanputra Tradecom
5	321	2010	A.R.A.-I, Kolkata	Pawanputra Tradecom
6	361	2010	A.R.A.-I, Kolkata	Gagan Tradelink
7	5025	2014	A.D.S.R., Bhargar	Gagan Tradelink
8	5026	2014	A.D.S.R., Bhargar	Gagan Tradelink
9	5027	2014	A.D.S.R., Bhargar	Gagan Tradelink
10	5028	2014	A.D.S.R., Bhargar	Gagan Tradelink

28. Execution and Delivery

In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

PAWANPUTRA TRADECOM (P) LTD.

Balini De
 Authorised Signatory

Shrachi Meventer Abaspin LP

Gagan Tradelink Private Limited

Balini De
 Authorised Signatory

[Signature]
 Authorised Signatory

Owners

Developer

Witnesses:

1. *Rajat Nandy*
 Advocate
 District Judges Court
 Baranagar, W. Bengal

2. *Nanda Chandra*
 of *Bokunda*
 Per *Sashom*
 N. W. P. S.

Enabled by me
Rajat Nandy
 Advocate

District Judges Court,
 Block 24 Baranagar, Baranagar,
 Enrollment No. - F/204/2017.



6 ✓
ADDITIONAL REGISTER
OF ACTS
1 JAN 2019

LAND AREA 16.81 ACRE MORE AND LESS COMPRISED IN DAG NOS. 404, 488(P), 489, 490, 491, 493, 494, 495, 496, 497, 498, 508, 511(P), 513(P), 519(P), 520(P) MOUZA - CHANDAKANTHALBERIA J.L. NO. -8, BLOCK-BHANGAR II, P.S.-KLC, P.O.-KULBERIA, DISTRICT -24 PGS (SOUTH), PIN-743502.



Shrachi Moventer Abasan LLP
Shrachi Moventer
Authorized Signatory



ALL DIMENSIONS ARE IN MM

PAWANPUTRA TRADECOM (P) LTD.
Pawan De
Authorized Signatory

Gagan TradeInk Private Limited
Gagan De
Authorized Signatory





6
ADDITIONAL SECRETARY
OF ASSTANT SECRETARY
1.1 JAN 2019

SPECIMEN FORM FOR TEN FINGERPRINTS



Allen R.

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

Allen R.

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

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

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



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CF/33
1.1.2019
1 JAN 2019



ELECTION COMMISSION OF INDIA

सर्वोच्च निर्वाचन आयोग
CDK1910843

IDENTITY CARD
निर्वाचन कार्ड



Elector's Name: Balakumar De

प्राप्तकर्ता का नाम: बालकुमार दे

Father's Name: Kallipada

पिता का नाम: कलिपादा

Sex: M

Age as on 1.1.2001: 40

सं. 3.2003-8.707: 89

Balu De

Address: Teghariya (pashchim) (saba hadli)
Teghariya Khardaha North 24 - Parganas
743178

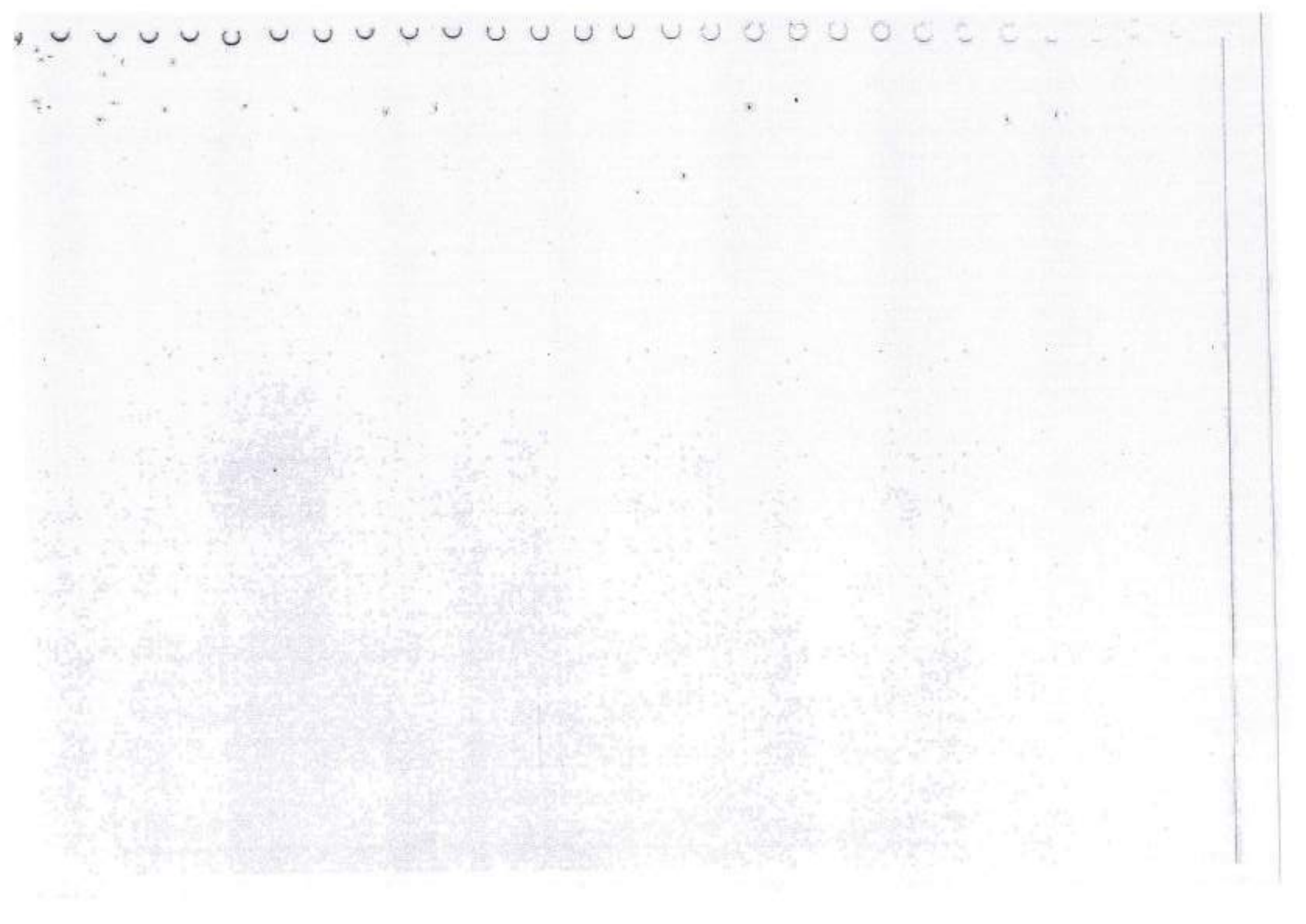
पता: तैगरीया (पश्चिम) (सबा हदली), तैगरीया
खार्दाहा उत्तर 24 - पार्गनाहा
743178

Facsimile Signature
Electoral Registration Officer
For 134-Khardah - Assembly Constituency

Place North 24 - Parganas

Date: 05.02.2001

Digitally signed by Balakumar De



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



भारत सरकार का आयकर विभाग
Income Tax Department of India

Permanent Account Number Card

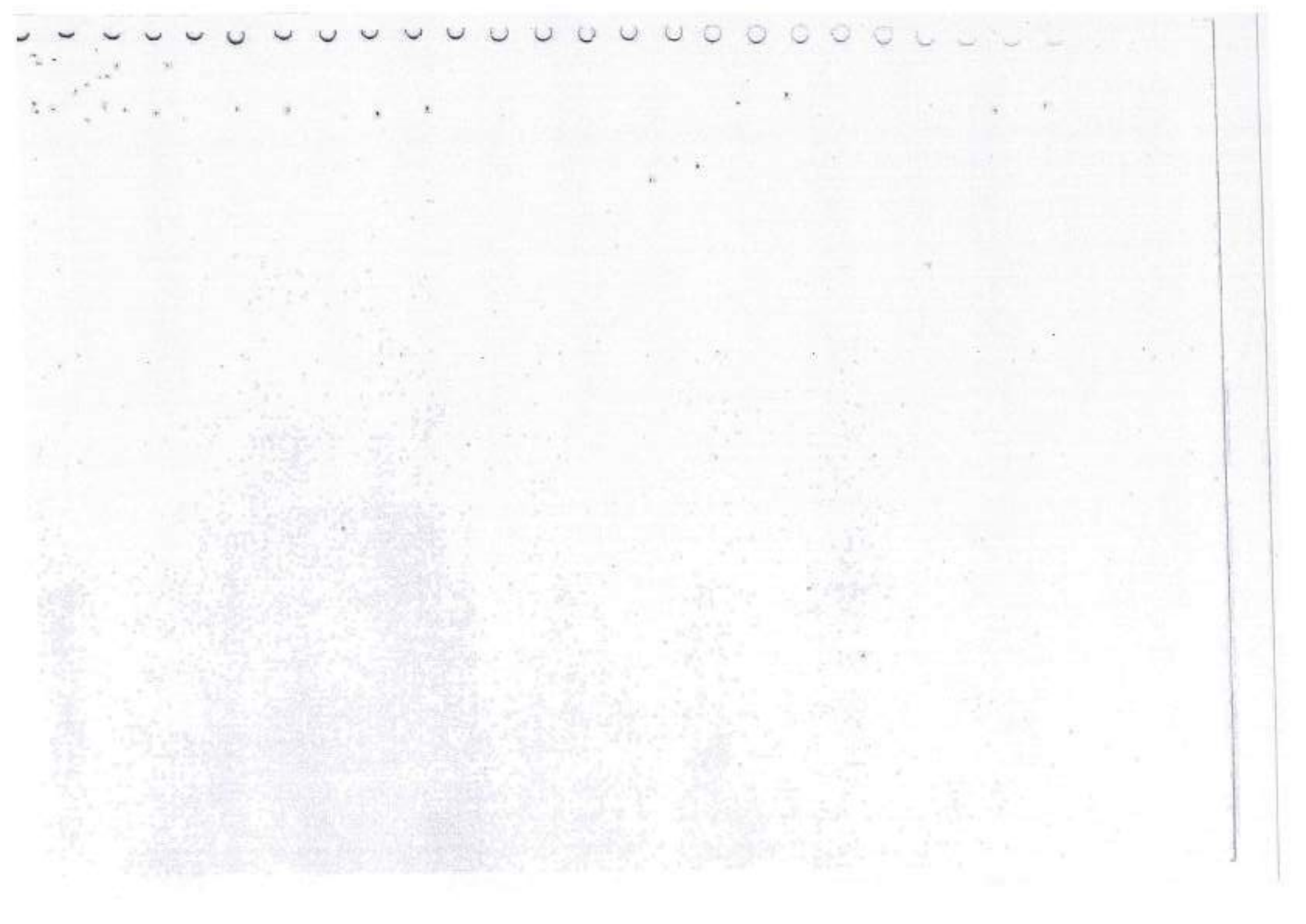
BILP071097

नाम
BALAKUMAR DE

पते का पता
KALPADA DEVI

07/10/19







संघीय प्रजासत्ताक
Government of India

संघीय सरकार
Sarkar Aamraaj
संघीय संघीय/DOA: 23/04/1987
मुंबई/महाराष्ट्र



3001 2720 1673

आधान - माधारण मानुसर अधिकास



आधान - माधारण मानुसर अधिकास

Unique Identification Authority of India

उपनाम:
33/04/1987 संघीय सरकार,
पिन 276, पिन 39, (पिन)-2,
सिड्डीपुडा (25), सेक्टर 18
आधान, एन 802, ए/52 वक,
700091

Address:
SO: 5th Phase Aground,
CK-276, CK-BLOCK, SECTOR-2,
Siddhapur (25), Sector 18
Pargana, South Dhamra, West
Bengal, 700091

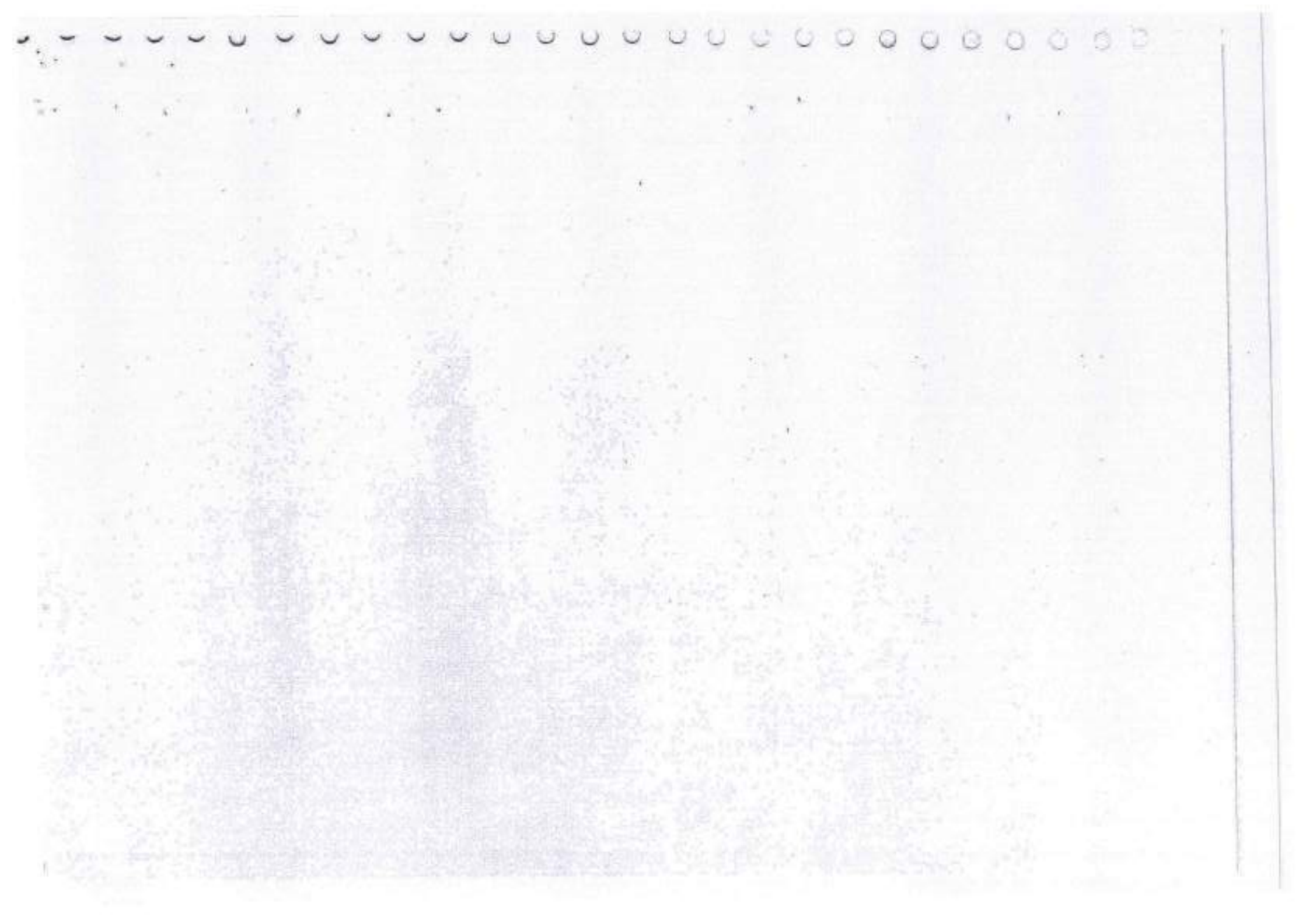
3001 2720 1673



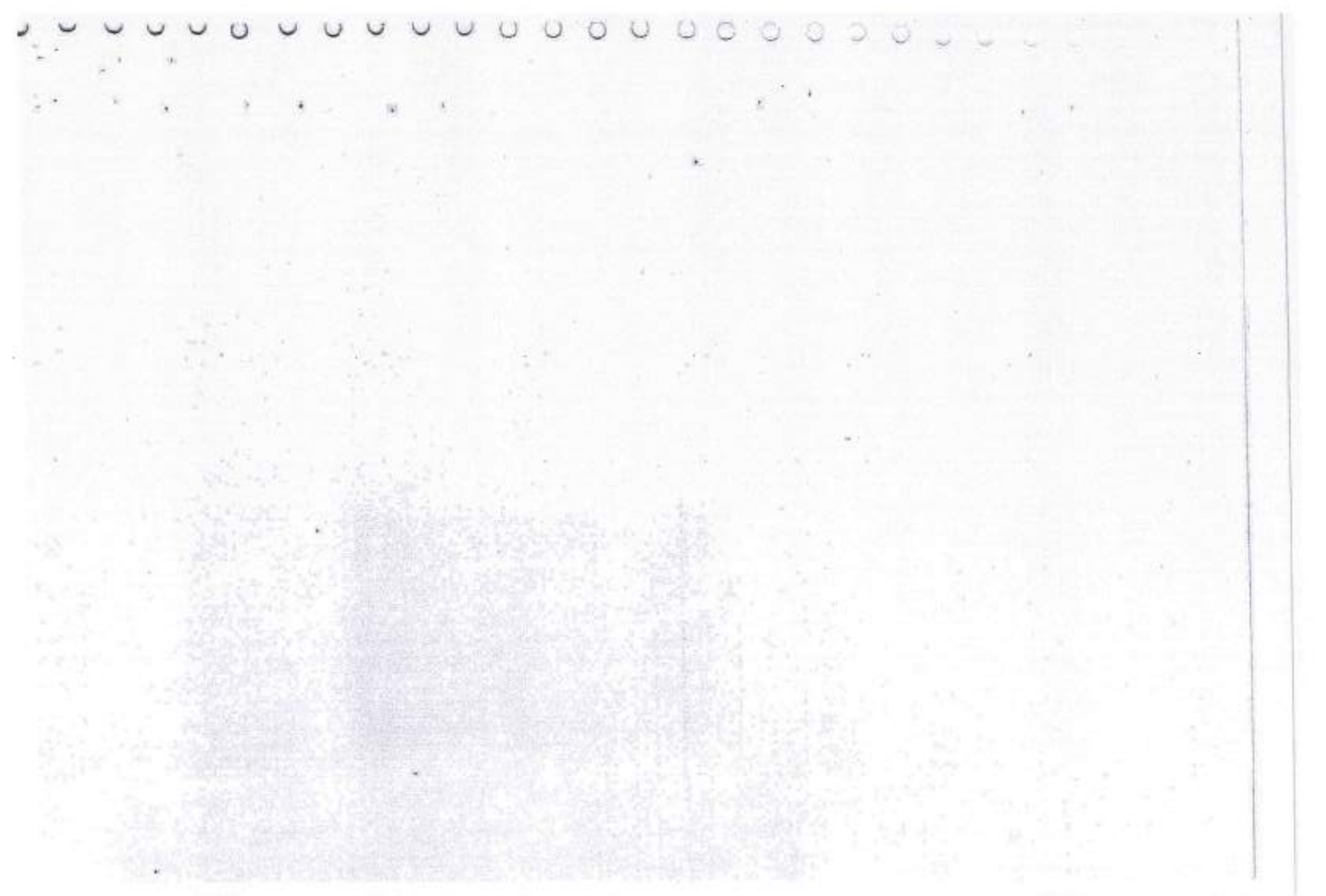
संघीय प्रजासत्ताक

संघीय सरकार

Handwritten signature



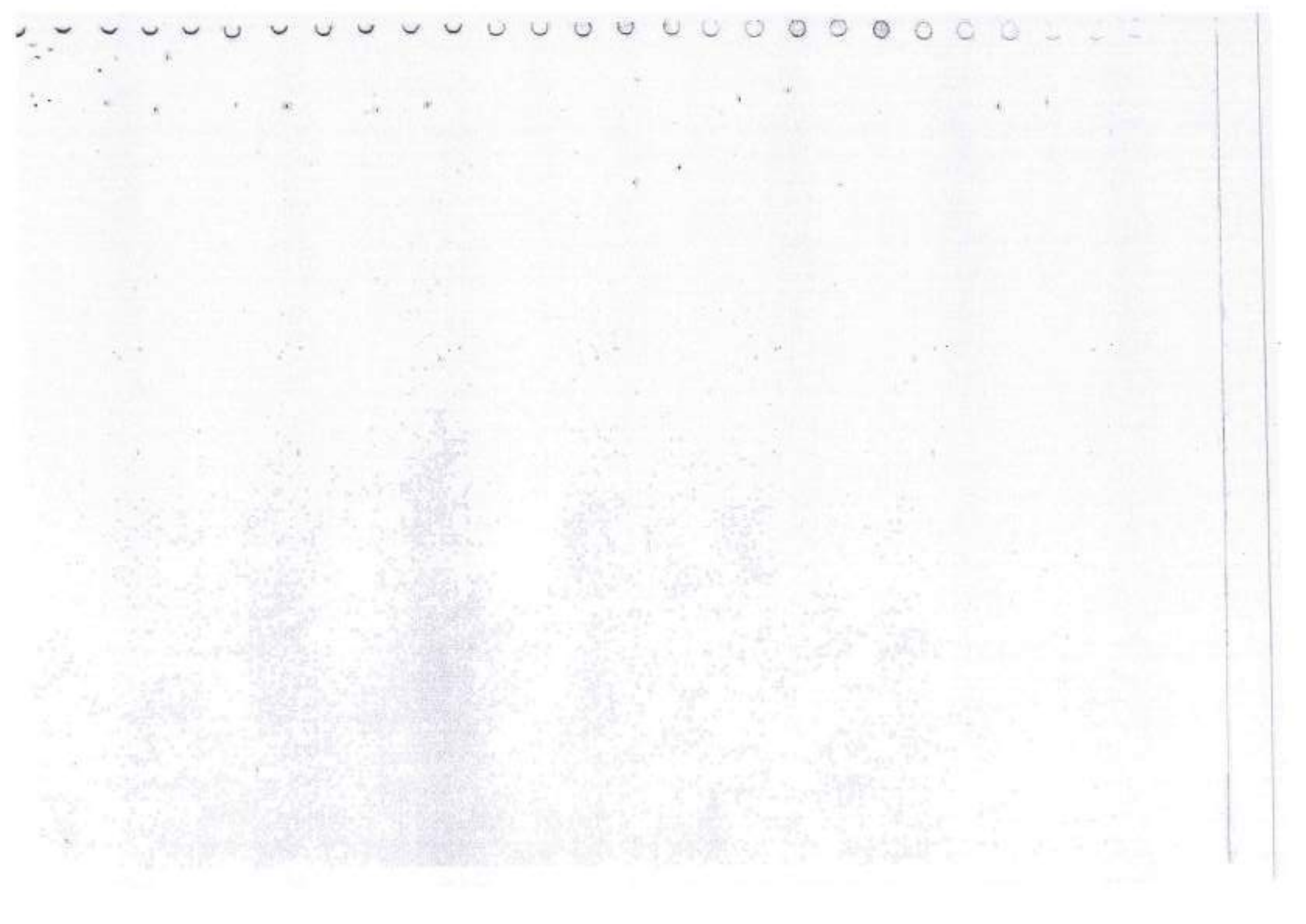




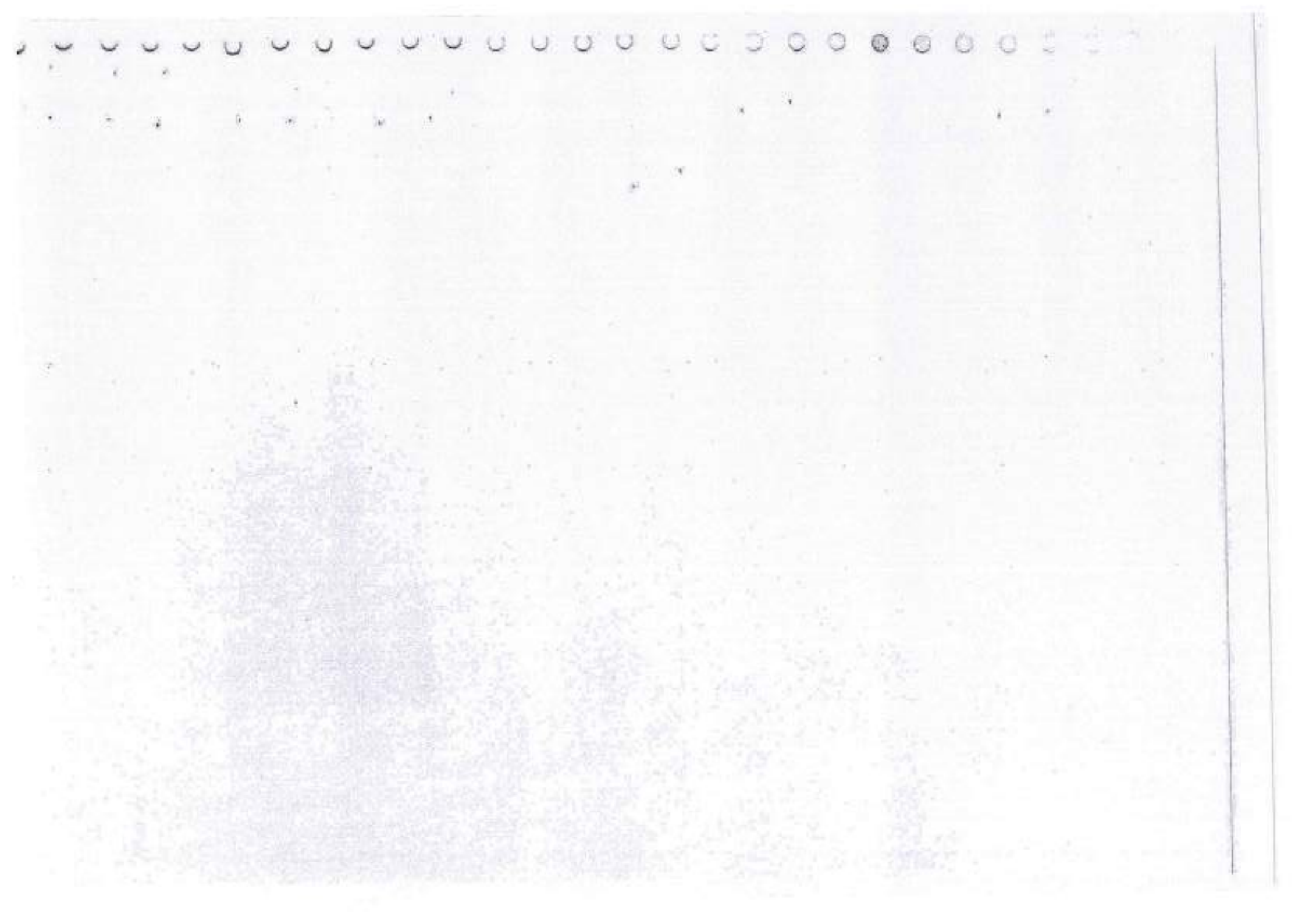
आयकर विभाग
INCOME TAX DEPARTMENT
09/05/2008
Personal Account Number
AADC63145

भारत सरकार
GOVT. OF INDIA
GAGAN TRADING PRIVATE LIMITED

1001720







आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

www.incometax.gov.in
Permanent Account Number (PAN)

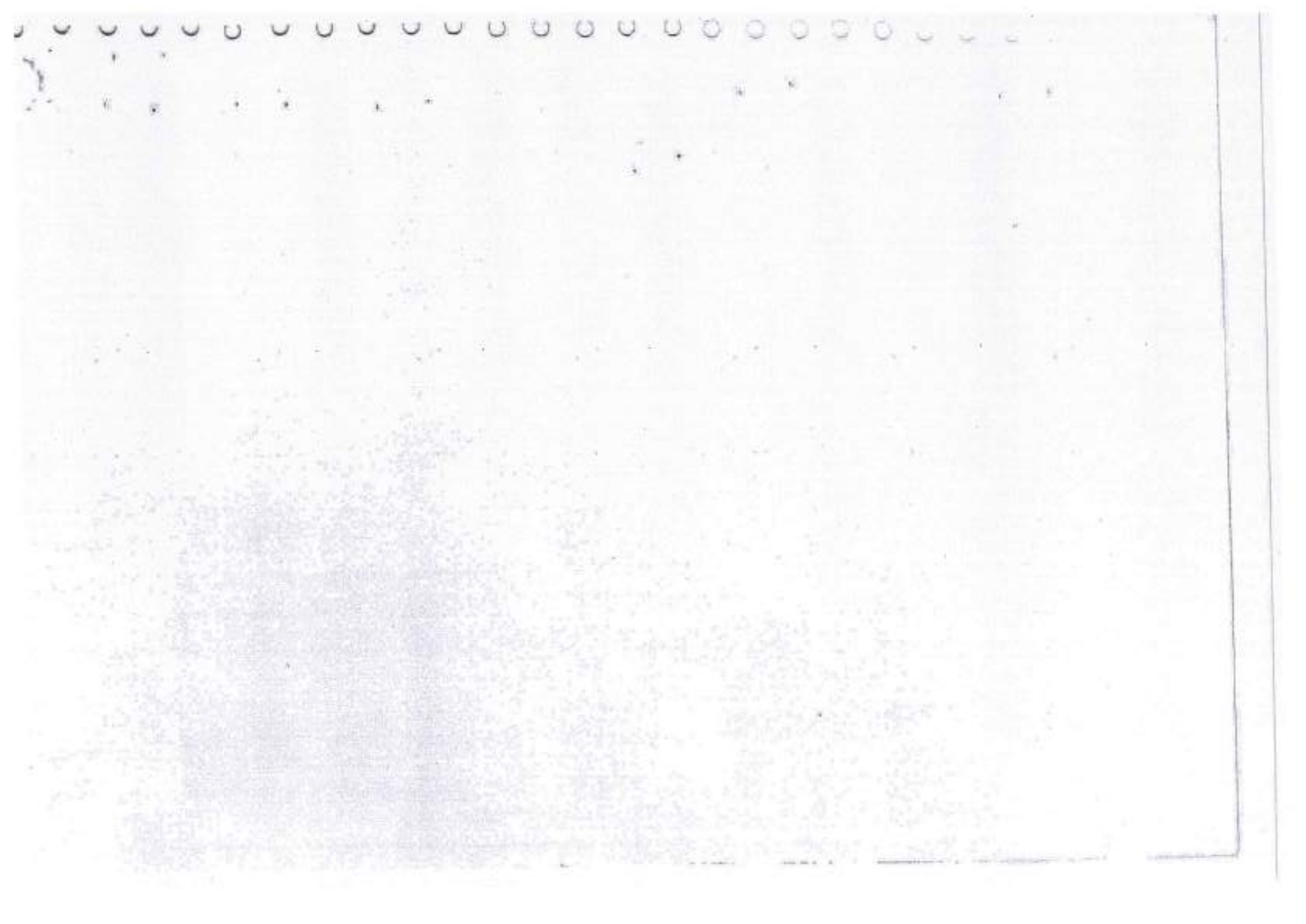
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सर्वोच्च न्यायालय, भारत सरकार
SHREE NEVATEK PRAKASH LLP

एनपीएन 15000017
एनपीएन 15000017

200700





GOVT. OF WEST BENGAL
 Directorate of Registration & Stamp Revenue
 e-Challan

Payment Mode Online Payment

GRN: 19-201819-032794252-1
 GRN Date: 11/01/2019 11:28:38
 BRN: 10063204

Bank: AXIS Bank
 BRN Date: 11/01/2019 11:29:25

DEPOSITOR'S DETAILS

Id No.: 190100000161412/2019
(Query No./Query Year)

GAGAN TRADELINK PRIVATE LIMITED
 Mobile No: +91 9836199220

Name: rajenbanerjee@strgnl.com

Contact No.: 686 EM BYPASS KOLKATA 700106

E-mail: Mr. BALAJI KUMAR DE

Address: Buyer/Claimants

Applicant Name: Status of Depositor: Buyer/Claimants

Office Name: Office Address: Sale, Development Agreement or Construction agreement

Status of Depositor: Buyer/Claimants

Office Address: Sale, Development Agreement or Construction agreement

Status of Depositor: Buyer/Claimants

Office Address: Sale, Development Agreement or Construction agreement

Status of Depositor: Buyer/Claimants

Office Address: Sale, Development Agreement or Construction agreement

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Office Address: Sale, Development Agreement or Construction agreement

Status of Depositor: Buyer/Claimants

Office Address: Sale, Development Agreement or Construction agreement

Status of Depositor: Buyer/Claimants

Office Address: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	190100000161412/2019	Property Registrations- Stamp duty	0030-02-103-003-02	75020
2	190100000161412/2019	Property Registrations- Registration Fees	0030-02-104-001-16	101
Total				75121

In Words: Rupees Seventy Five Thousand One Hundred Twenty One only



Major Information of the Deed

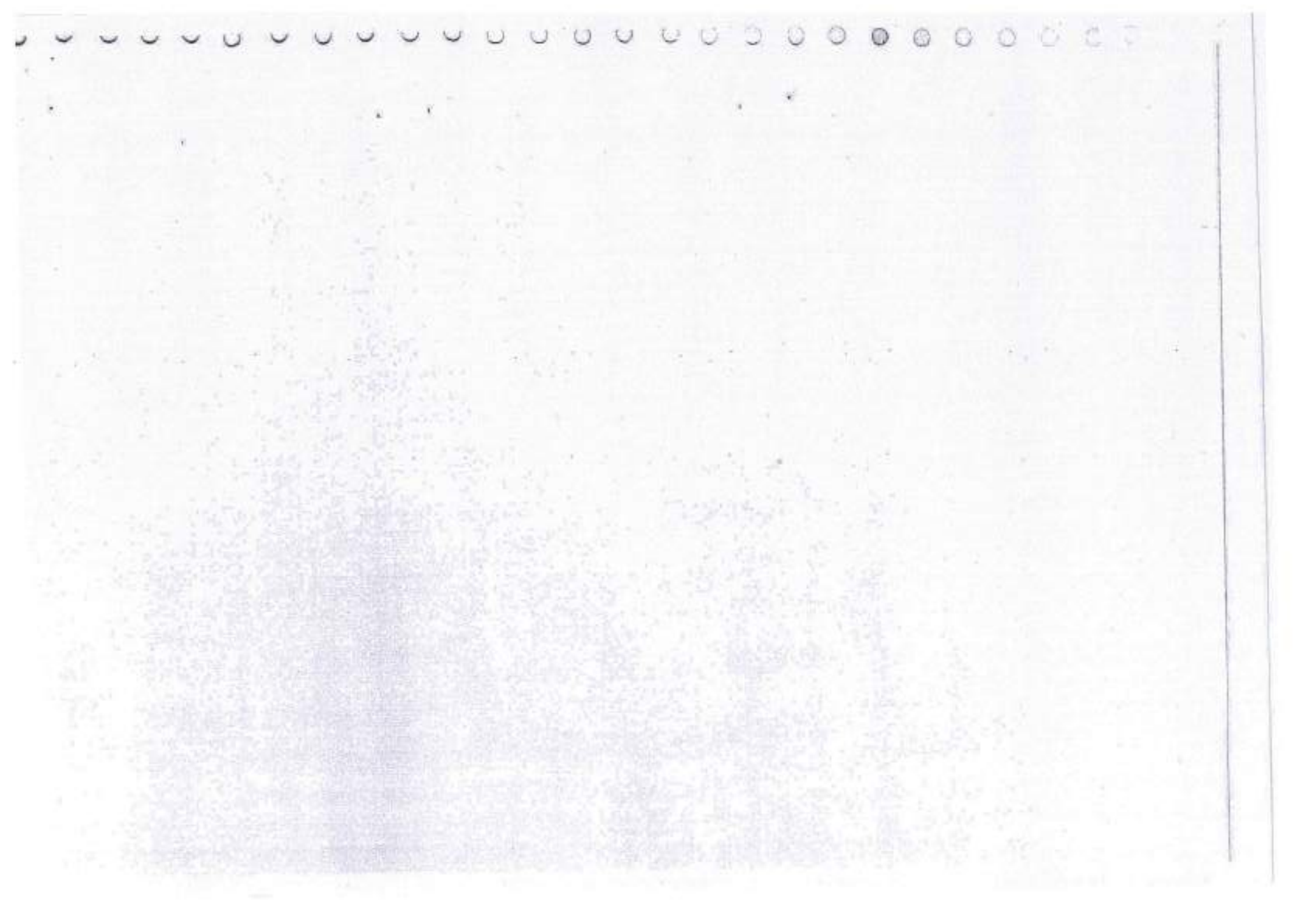
Deed No.:	I-1901-00258/2019	Date of Registration	11/01/2019
Query No./Year	1901-0000016141/2019	Office where deed is registered	A.R.A. - KOLKATA, District: Kolkata
Query Date	03/01/2019 4:47:23 PM		
Applicant Name, Address & Other Details	BALAJI KUMAR DE Thana : Tiljala, District: South 24-Parganas, WEST BENGAL, Mobile No. : 9830844778, Status :Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 17/-	Rs. 47,93,15,890/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs: 75,120/- (Article:48(g))	Rs. 101/- (Article: E, M(a), M(b), I)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BENTJATA-II, Mouza: Chanda karlaberia Pin Code : 743502

Sch No	Plot Number	Khatian Number	Proposed Land Use	Land Use ROR	Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	LR-404	LR-888	Bastu	Path	8 Dec	1/-	23,76,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L2	LR-488	LR-888	Bastu	Shall	48 Dec	1/-	1,58,11,200/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L3	LR-489	LR-888	Bastu	Shall	251 Dec	1/-	8,26,79,400/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L4	LR-490	LR-888	Bastu	Shall	14 Dec	1/-	41,58,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L5	LR-491	LR-888	Bastu	Shall	20 Dec	1/-	59,40,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L6	LR-493	LR-888	Bastu	Danga	3 Dec	1/-	8,91,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L7	LR-494	LR-888	Bastu	Danga	7 Dec	1/-	20,79,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,

Major Information of the Deed : I-1901-00258/2019-11/01/2019

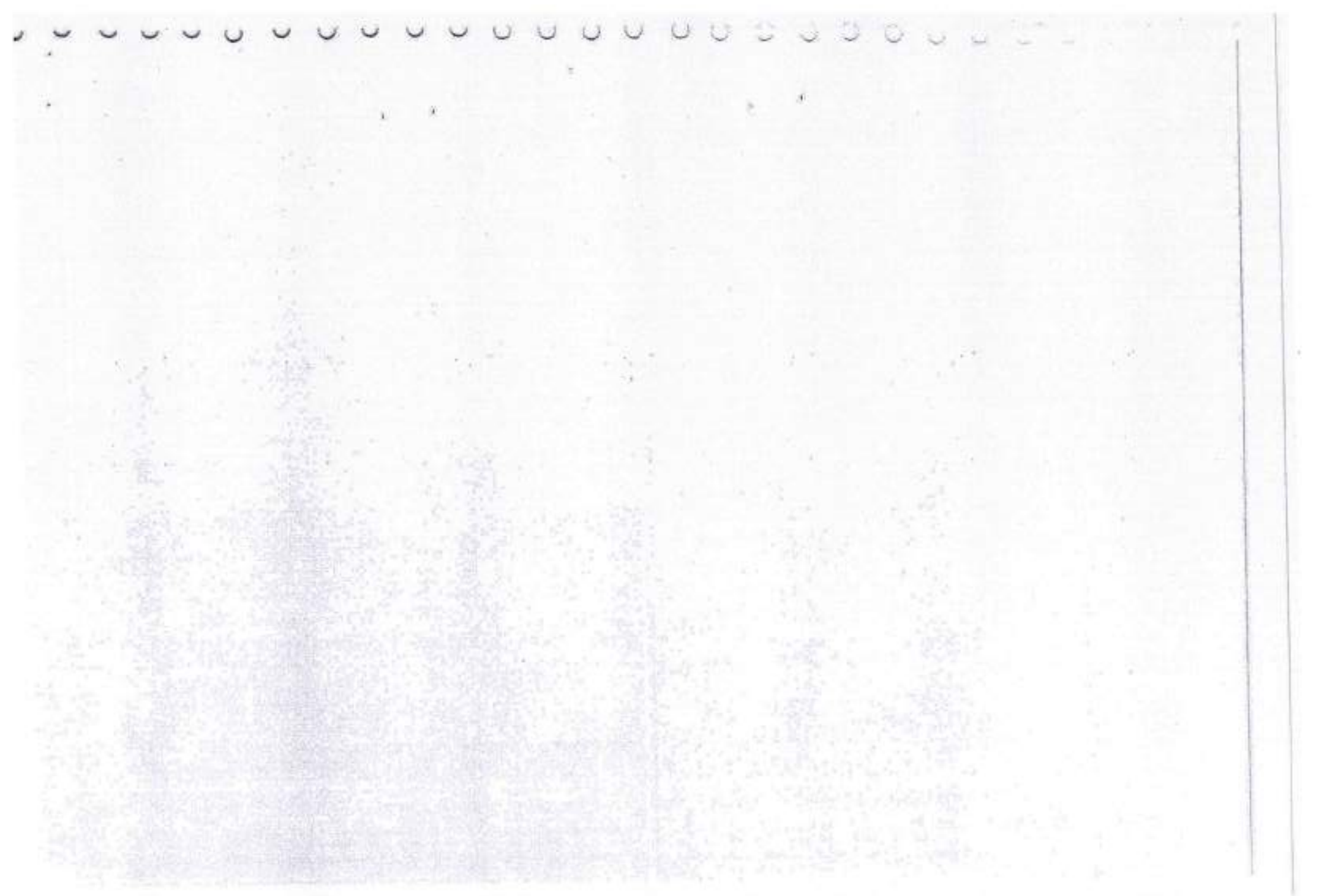


L8	LR-495	LR-886	Bastu	Danga	12 Dec	1/-	35,64,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L9	LR-496	LR-886	Bastu	Shall	24 Dec	1/-	7,12,80,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L10	LR-497	LR-886	Bastu	Shall	23.5 Dec	1/-	69,79,500/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L11	LR-498	LR-888	Bastu	Shall	463 Dec	1/-	13,75,11,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L12	LR-508	LR-888	Bastu	Shall	329 Dec	1/-	9,77,13,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L13	LR-497	LR-887	Bastu	Shall	23.5 Dec	1/-	69,79,500/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L14	LR-511	LR-887	Bastu	Shall	42 Dec	1/-	1,24,74,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L15	LR-513	LR-887	Bastu	Shall	43.71 Dec	1/-	1,29,81,870/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L16	LR-519	LR-887	Bastu	Shall	33.02 Dec	1/-	1,00,44,540/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L17	LR-520	LR-887	Bastu	Shall	19.71 Dec	1/-	58,53,870/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
		TOTAL :			1581.24Dec	17 /-	4793,15,880 /-	
		Grand Total :			1581.24Dec	17 /-	4793,15,880 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	PAWANPUTRA TRADECOM PRIVATE LIMITED SHRACHI TOWER, 686, ANANDAPUR, E.M. BUPASS, P.O:- MADURDAH, P.S:- Tiljala, District-South 24-Parganas, West Bengal, India, PIN - 700107 , PAN No.:: AAACP4076C, Status :Organization, Executed by: Representative, Executed by: Representative
2	GAGAN TRADELINK PRIVATE LIMITED SHRACHI TOWER, 686, ANANDAPUR, E.M. BUPASS, P.O:- MADURDAH, P.S:- Tiljala, District-South 24-Parganas, West Bengal, India, PIN - 700107 , PAN No.:: AADCG4314R, Status :Organization, Executed by: Representative, Executed by: Representative







Major Information of the Deed :- I-1901-00258/2019-11/01/2019



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHRACHI KEVENTER ABASAN LLP SHRACHI TOWER, 686, ANANDAPUR, E.M. BYPASS, P.O.- MADURDAHA, P.S.- Tijjala, District-South 24-Parganas, West Bengal, India, PIN - 700107 , PAN No.:: ADIFS2342E, Status :Organization, Executed by: Representative

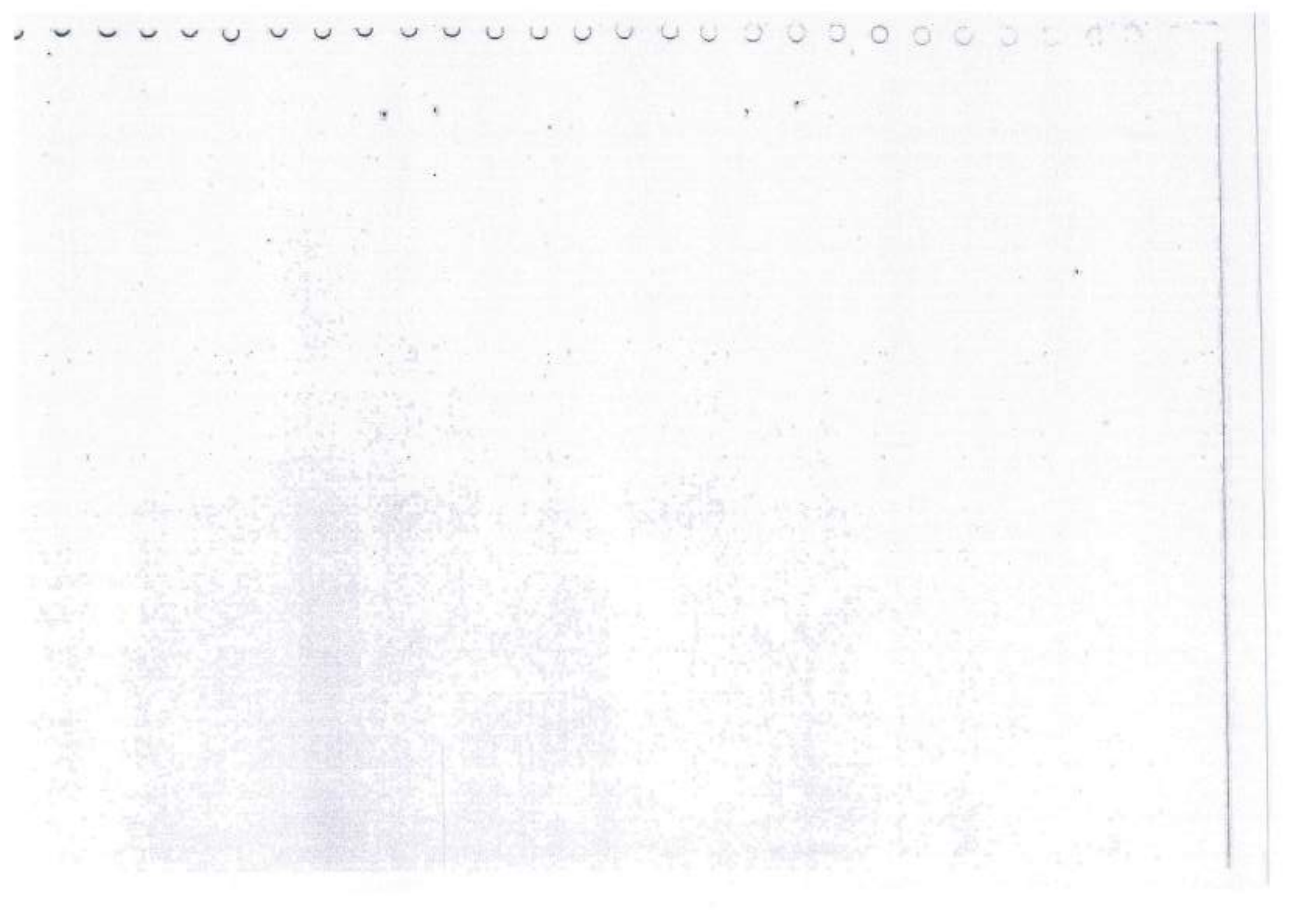
Representative: Details :

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	BALAJI KUMAR DE (Presentant) Son of Late KALIPADA DE Date of Execution - 11/01/2019 , Admitted by: Self, Date of Admissions: 11/01/2019, Place of Admission of Execution: Office			
		Jan 11 2019 10:29PM	LTR 11012019	11/01/2019
	SHRACHI TOWER, 686, ANANDAPUR, E.M. BYPASS, P.O.- MADURDAHA, P.S.- Tijjala, District-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No.:: BILPD7109R Status : Representative, Representative of:- PAWANPUTRA TRADECOM PRIVATE LIMITED , GAGAN TRADELINK PRIVATE LIMITED			
2	SANJEEV AGARWAL Son of Late SHIV PRASAD AGARWAL Date of Execution - 11/01/2019 , Admitted by: Self, Date of Admissions: 11/01/2019, Place of Admission of Execution: Office			
		Jan 11 2019 10:31PM	LTR 11012019	11/01/2019
	CK-276, SALT LAKE, SECTOR-II, P.O.- CK MARKET, P.S.- East Bichannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AEVPA1545B Status : Representative, Representative of:- SHRACHI KEVENTER ABASAN LLP (as DESIGNATED PARTNER)			

Identifier Details :

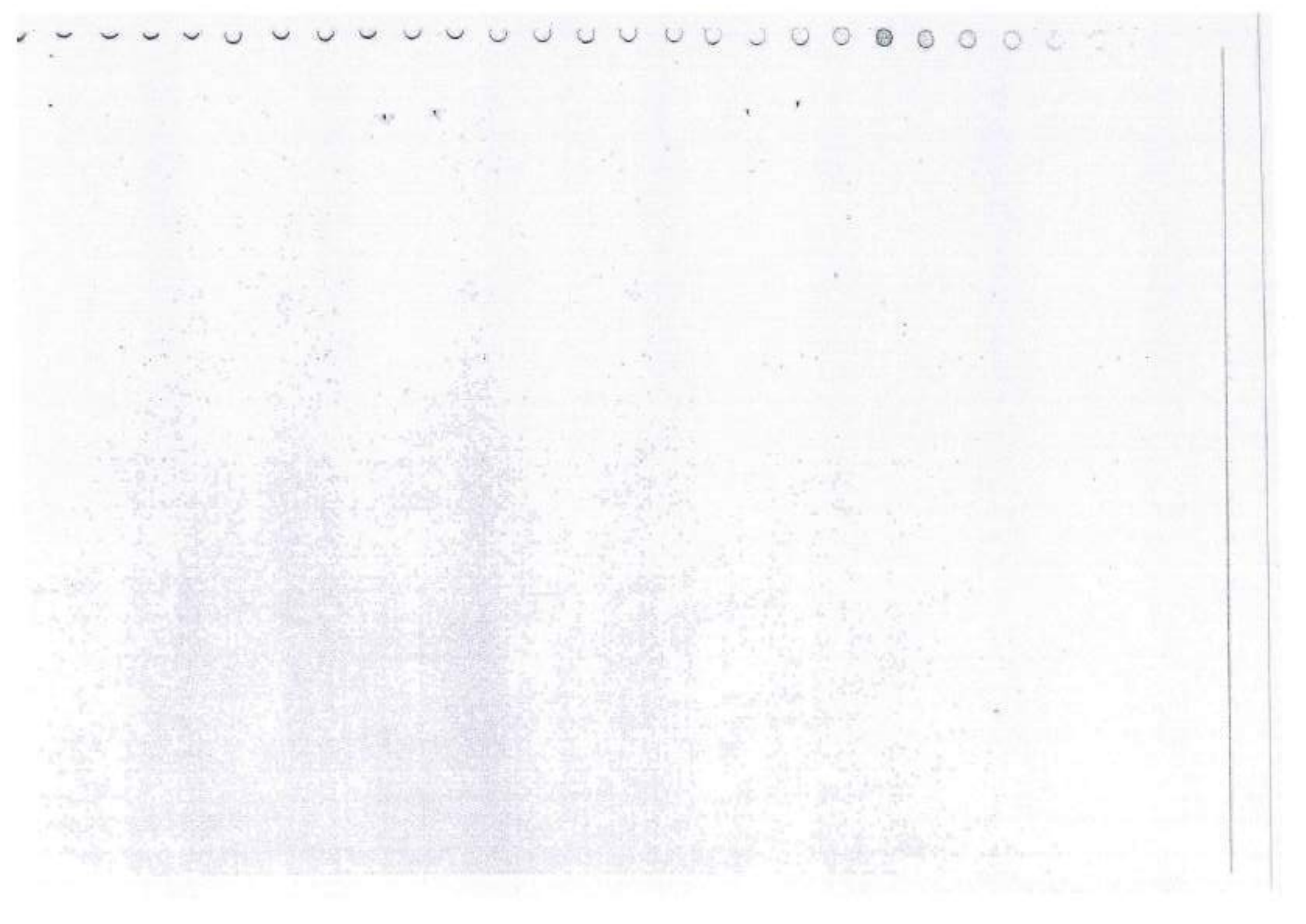
Name & address	Signature	Date
RAJAT NANDY Son of Late G NANDY BARASAT COURT, P O:- BARASAT, P.S.- Barasat, District-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India , Identifier Of BALAJI KUMAR DE, SANJEEV AGARWAL		11/01/2019

Major Information of the Deed :- I-1901-00258/2019-11/01/2019



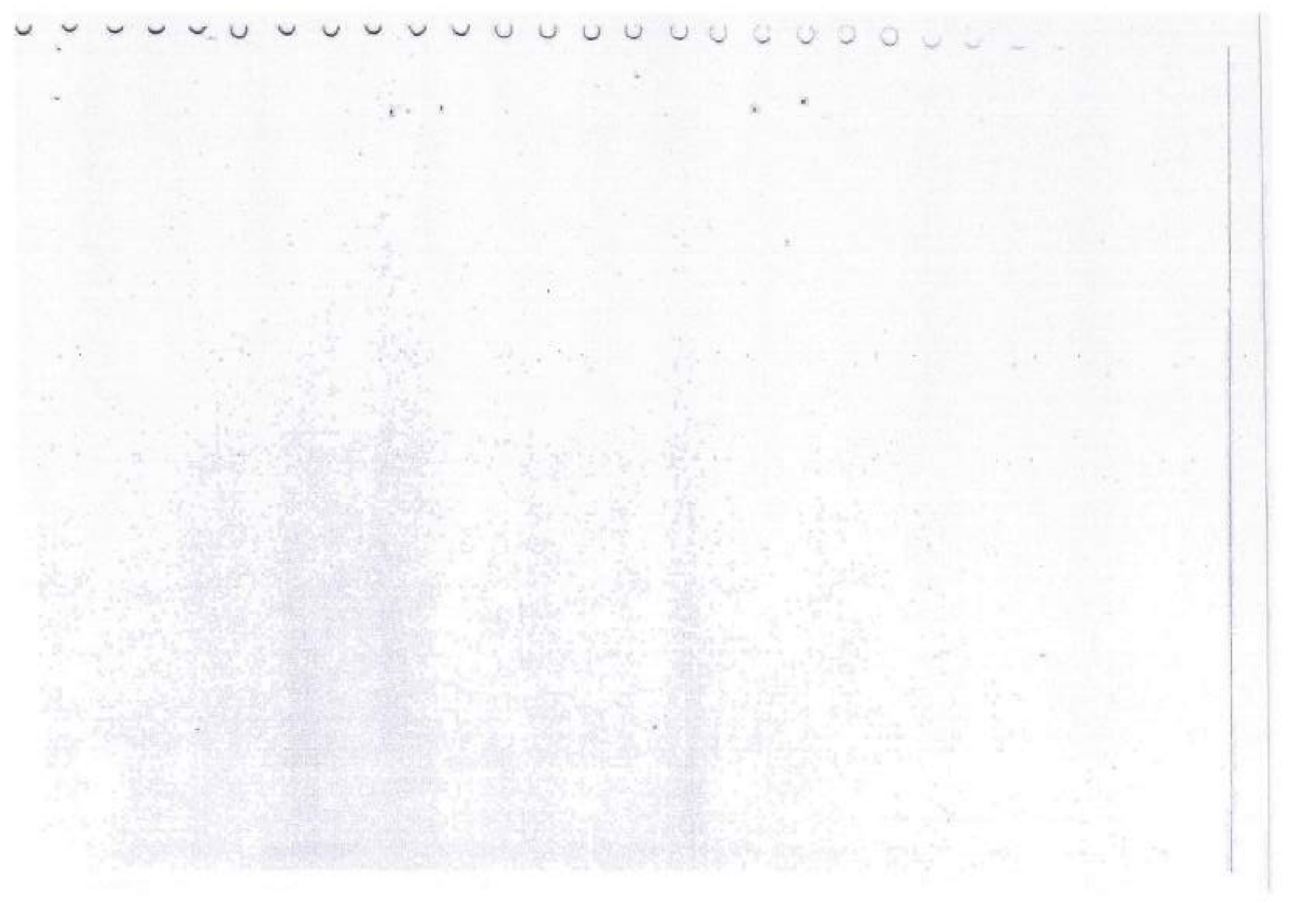
Transfer of property for L1		To, with area (Name-Area)
SI.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-8 Dec
Transfer of property for L10		To, with area (Name-Area)
SI.No	From	
1	PAWANPUTRA, TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-23.5 Dec
Transfer of property for L11		To, with area (Name-Area)
SI.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-483 Dec
Transfer of property for L12		To, with area (Name-Area)
SI.No	From	
1	PAWANPUTRA, TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-329 Dec.
Transfer of property for L13		To, with area (Name-Area)
SI.No	From	
1	GAGAN TRADELINK PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-23.5 Dec
Transfer of property for L14		To, with area (Name-Area)
SI.No	From	
1	GAGAN TRADELINK PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-42 Dec
Transfer of property for L15		To, with area (Name-Area)
SI.No	From	
1	GAGAN TRADELINK PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-43.71 Dec
Transfer of property for L16		To, with area (Name-Area)
SI.No	From	
1	GAGAN TRADELINK PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-33.82 Dec
Transfer of property for L17		To, with area (Name-Area)
SI.No	From	
1	GAGAN TRADELINK PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-19.71 Dec
Transfer of property for L2		To, with area (Name-Area)
SI.No	From	
1	PAWANPUTRA, TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-48 Dec

Major information of the Deed :- |1901-00256|2019-1|01|2019



Transfer of property for L3		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-251 Dec
Transfer of property for L4		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-14 Dec
Transfer of property for L5		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-20 Dec
Transfer of property for L6		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-3 Dec
Transfer of property for L7		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-7 Dec
Transfer of property for L8		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-12 Dec
Transfer of property for L9		To, with area (Name-Area)
Sl.No	From	
1	PAWANPUTRA TRADECOM PRIVATE LIMITED	SHRACHI KEVENTER ABASAN LLP-240 Dec

Major Information of the Deed :- I-1901-002568/2019-11/01/2019



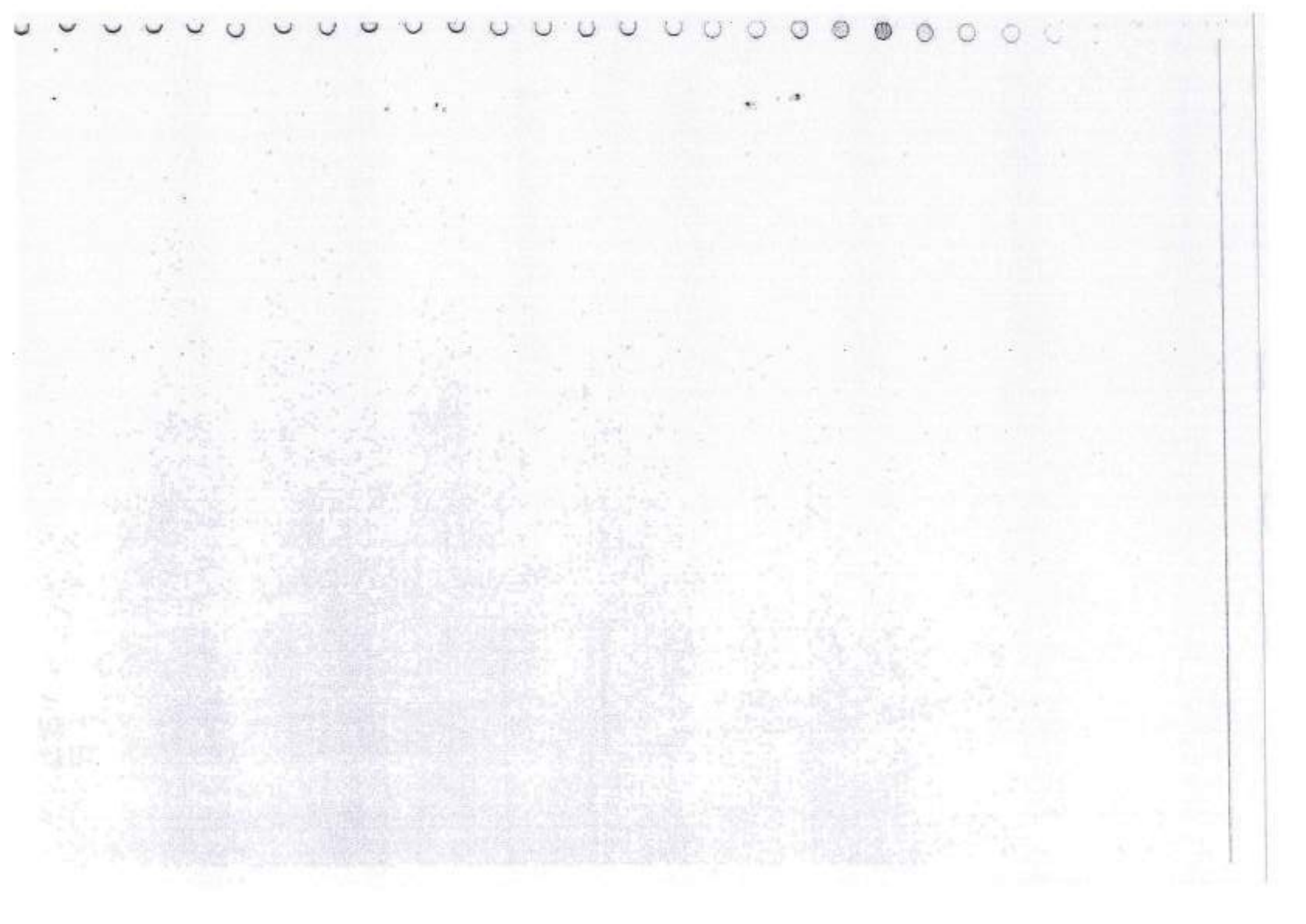
Land Details as per Land Record

District: South 24-Parganas, P.S.: Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Chanda Kantalberia
Pin Code : 743502

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 404(Corresponding RS Plot No:- 404), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.680000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L2	LR Plot No:- 488(Corresponding RS Plot No:- 488), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.480000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L3	LR Plot No:- 489(Corresponding RS Plot No:- 489), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 2.510000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L4	LR Plot No:- 490(Corresponding RS Plot No:- 490), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.140000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L5	LR Plot No:- 491(Corresponding RS Plot No:- 491), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.200000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L6	LR Plot No:- 493(Corresponding RS Plot No:- 493), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.030000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L7	LR Plot No:- 494(Corresponding RS Plot No:- 494), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.070000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L8	LR Plot No:- 495(Corresponding RS Plot No:- 495), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.120000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L9	LR Plot No:- 496(Corresponding RS Plot No:- 496), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 2.400000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L10	LR Plot No:- 497(Corresponding RS Plot No:- 497), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 0.140000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L11	LR Plot No:- 498(Corresponding RS Plot No:- 498), LR Khatian No:- 888	Owner: পবনপুত্র ট্রেডেকম প্রাইভেট লিমিটেড Address: 5 বি, পাবনাসন খ্রীটি, কোল-71 Classification: গাণি, Area: 4.630000000 Acre,	PAWANPUTRA TRADECOM PRIVATE LIMITED

Major Information of the Deed :- I-1901-00258/2019-11/01/2019

17/01/2019 Query No:-19010000016141 / 2019 Deed No :- I-190100258 / 2019, Document is digitally signed.



L12	LR Plot No:- 508(Corresponding RS Plot No:-508), LR Khatian No:-888	Owner:পশুপতি ট্রেডিং প্রাঃ লিঃ, Address:5বি,বাইপাস রুট,কোল-71 Classification:শাসি, Area:1.64000000 Acres,	PAWANPUTRA TRADECOM PRIVATE LIMITED
L13	LR Plot No:- 497(Corresponding RS Plot No:-497), LR Khatian No:-887	Owner:গগন ট্রেডিং প্রাঃ লিঃ, Address:586, আলদপুর, ই.এম.বাইপাস- আর.বি.কালেক্টর অফিস, কোল-107, Classification:শাসি, Area:0.33000000 Acres,	GAGAN TRADELINK PRIVATE LIMITED
L14	LR Plot No:- 511(Corresponding RS Plot No:-511), LR Khatian No:-887	Owner:গগন ট্রেডিং প্রাঃ লিঃ, Address:586, আলদপুর, ই.এম.বাইপাস- আর.বি.কালেক্টর অফিস, কোল-107, Classification:শাসি, Area:0.42000000 Acres,	GAGAN TRADELINK PRIVATE LIMITED
L15	LR Plot No:- 513(Corresponding RS Plot No:-513), LR Khatian No:-887	Owner:গগন ট্রেডিং প্রাঃ লিঃ, Address:586, আলদপুর, ই.এম.বাইপাস- আর.বি.কালেক্টর অফিস, কোল-107, Classification:শাসি, Area:0.44000000 Acres,	GAGAN TRADELINK PRIVATE LIMITED
L16	LR Plot No:- 519(Corresponding RS Plot No:-519), LR Khatian No:-887	Owner:গগন ট্রেডিং প্রাঃ লিঃ, Address:586, আলদপুর, ই.এম.বাইপাস- আর.বি.কালেক্টর অফিস, কোল-107, Classification:শাসি, Area:0.34000000 Acres,	GAGAN TRADELINK PRIVATE LIMITED
L17	LR Plot No:- 520(Corresponding RS Plot No:-520), LR Khatian No:-887	Owner:গগন ট্রেডিং প্রাঃ লিঃ, Address:586, আলদপুর, ই.এম.বাইপাস- আর.বি.কালেক্টর অফিস, কোল-107, Classification:শাসি, Area:0.20000000 Acres,	GAGAN TRADELINK PRIVATE LIMITED

Endorsement For Deed Number : I- 190100258 / 2019

On 11-01-2019

Certificate of Admissibility(Rule 43 W.B. Registration Rules-1982)

Admissible under rule 21 of West Bengal Registration Rule, 1982 duly stamped under schedule 1A, Article number: 48 (g) of Indian Stamp Act 1899.

Presented(Under Section 52 & Rule 22A(3) 40(1) W.B. Registration Rules, 1982)

Presented for registration at 12:01 hrs on 11-01-2019, at the Office of the A.R.A. - 1 KOLKATA by BALAI KUMAR DE,

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 47,93,15,880/-

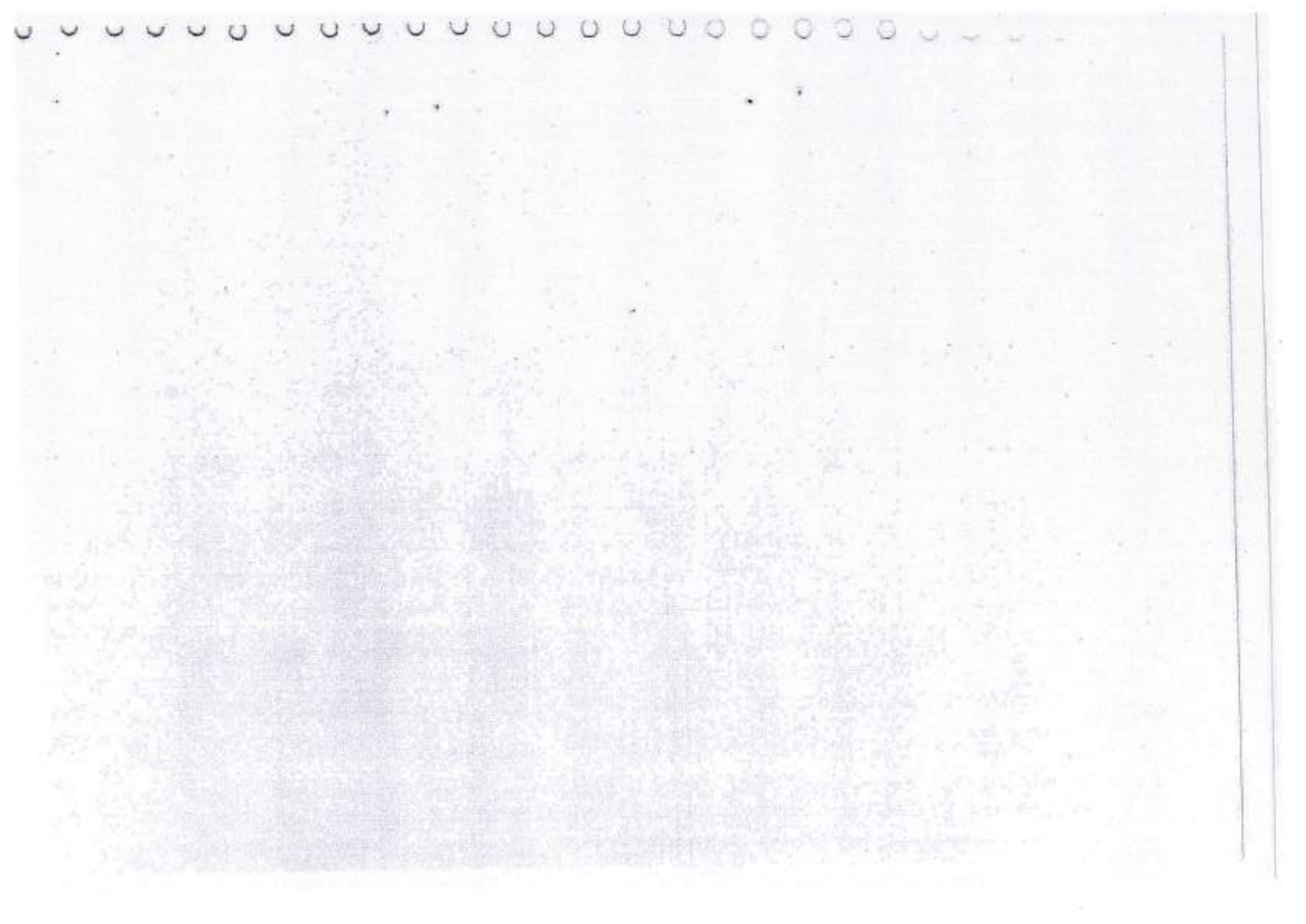
Admission of Execution (Under Section 58, W.B. Registration Rules, 1982) (Representative)

Execution is admitted on 11-01-2019 by BALAI KUMAR DE,

Indefinited by RAJAT NANDY, Son of Late G NANDY, BARASAT COURT, P.O: BARASAT, Thane: Barasat,, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Execution is admitted on 11-01-2019 by SANJEEV AGARWAL, DESIGNATED PARTNER, SHRACHI KEVENTER ABASAN LLP, SHRACHI TOWER, 586, ANANDAPUR, E.M. BYPASS, P.O:- MADURDAHA, P.S:- Tiljala, District:- South 24-Parganas, West Bengal, India, PIN - 700107

Major Information of the Deed :- I-1901-00258/2019-11/01/2019



Identified by RAJAT NANDY, Son of Late G NANDY, BARASAT COURT, P.O: BARASAT, Thana: Barasat, North
24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Payment of Fees:

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/-, J = Rs 55/-, M(a) = Rs 21/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/01/2019 11:29AM with Govt. Ref. No: 192018190327942521 on 11-01-2019, Amount Rs: 101/-, Bank
AXIS Bank (UTIB0000005), Ref. No. 10063204 on 11-01-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no: 133190, Amount: Rs.100/-, Date of Purchase: 31/10/2018, Vendor name: A.K
SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/01/2019 11:29AM with Govt. Ref. No: 192018190327942521 on 11-01-2019, Amount Rs: 75,020/-,
Bank: AXIS Bank (UTIB0000005), Ref. No: 10063204 on 11-01-2019, Head of Account 0030-02-103-003-02



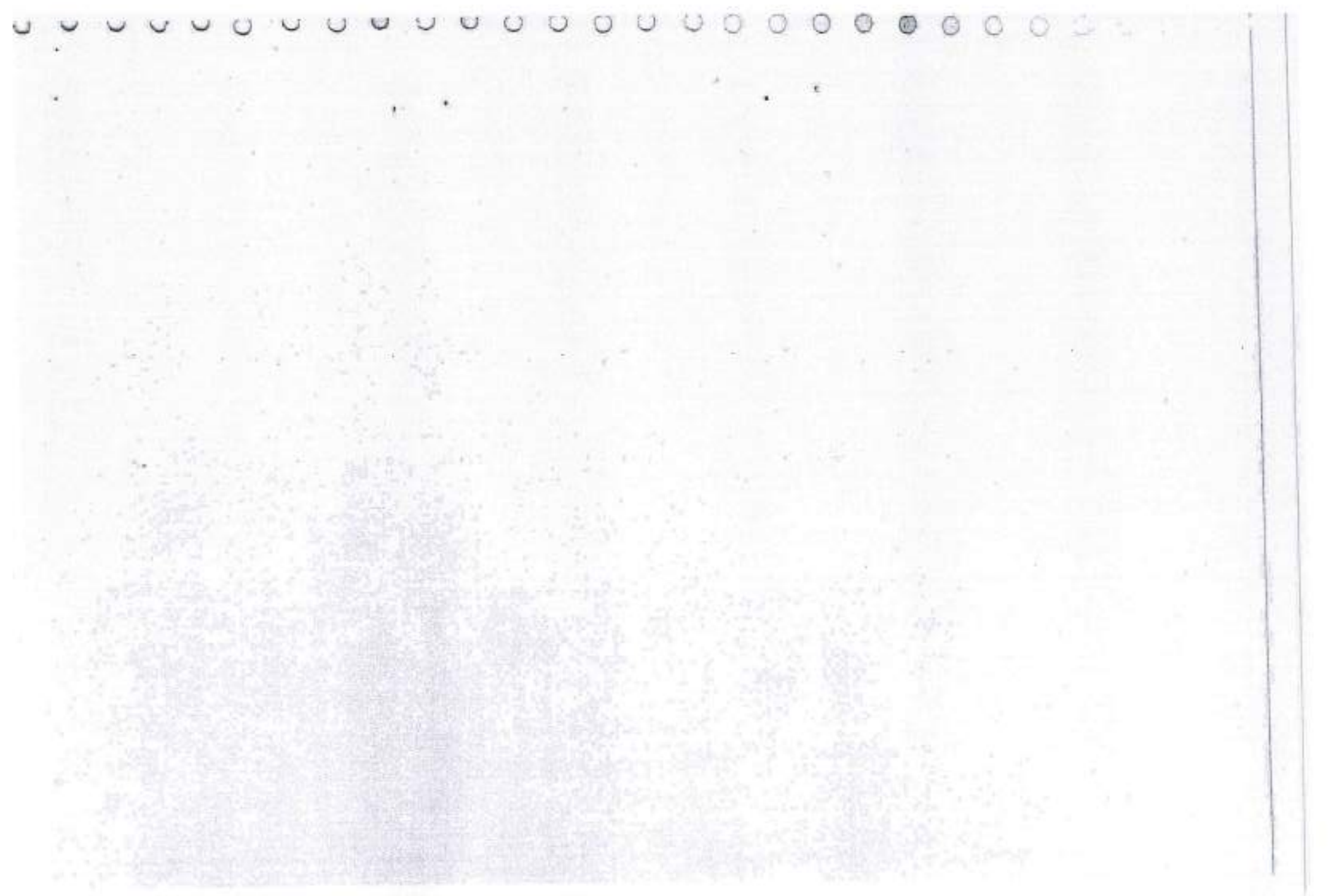
Debasis Patra

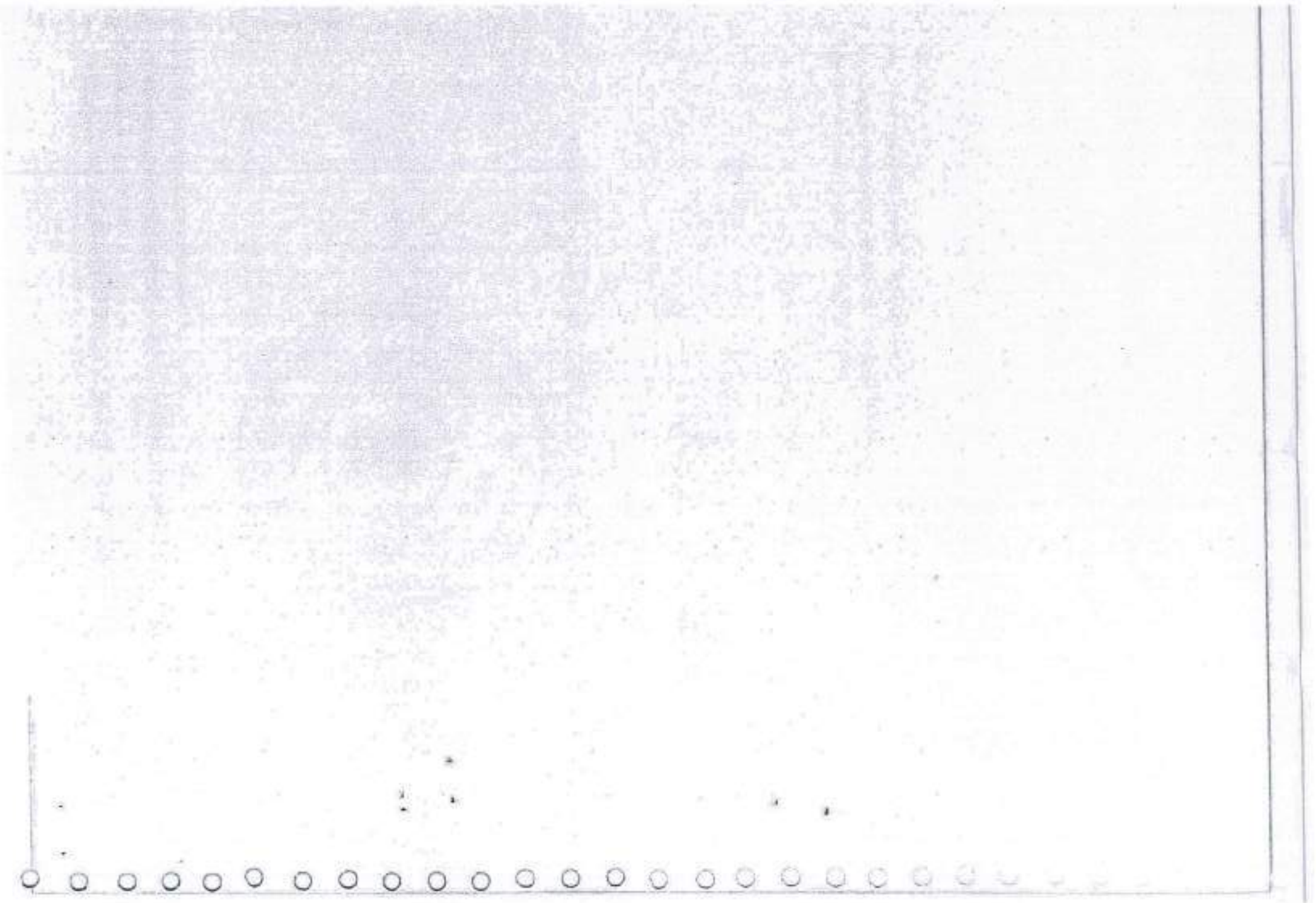
**ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A.-I,KOLKATA**

Kolkata, West Bengal

Major Information of the Deed :- I-1901-00258/2019-11/01/2019

11/01/2019 Query No:-19010000016141 / 2019 Deed No:J - 190100258 / 2019, Document is digitally signed.





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2019, Page from 21965 to 22007
being No 190100258 for the year 2019.



Digitally signed by DEBASIS PATRA
Date: 2019.01.17 10:51:59 +05:30
Reason: Digital Signing of Deed.

(Debasis Patra) 17/01/2019 10:51:43
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)