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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 920158

NO. 109028/2017

V.C. Case No. 256 Dt. 06/4/17

J.M. Rs. 250/-

J.M. Rs. 250/-

Total Rs. 500/-

certified on 06/4/17

D.S. 2-1
Mipore South 24 Parg.

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

[Signature]

District Sub-Registrar
Mipore South 24 Pargan

21 APR 2017

THIS DEVELOPMENT AGREEMENT is made this 6th day of APRIL Two Thousand and Seventeen.

BETWEEN

203877
Sl. No.
Name: Jalan Builders Pvt. Ltd.
Address: 236B, A.P.C. Bose Rd.
Kolkata-20
Rs. 1000/-
Kolkata Collectorate,
11, Netaji Subhas Rd.,
Kolkata-1
Date:
L. K. Saha
Licensed Stamp
Vendor.

21 MAR 2017

Manu
(MANUJ KHETAWAT)

 788

KHETAWAT PROPERTIES LTD.

Manu
Director

 789

Suren
(SURENDRA KUMAR KHETAWAT)

 790

Jeevendra
791

Jalan Builders Pvt. Ltd.

Manu
Director

Kushagra Shah
KUSHAGRA SHAH, Advocate
Sudhir Shah
SUDHIR SHAH
High Court
Kolkata



S
District Sub-Registrar-I
Alipore, South 24 Parganas

- 6 APR 2017

(1) KHETAWAT PROPERTIES LIMITED (PAN: AUBPK 2669L) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 19A, Sarat Bose Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata 700 020 and represented by its Director SRI MANUJ KHETAWAT (PAN: ARLPK3532H) son of Lalit Kumar Khetawat residing at 19A, Sarat Bose Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata 700 020, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 01.04.2017 (2) SURENDRA KUMAR KHETAWAT (PAN: AFCPK5719H) son of Late Prahladral Khetawat and (3) HARSHIT KHETAWAT (PAN: AAACL5633M) son of the said Surendra Kumar Khetawat both residing at 19A, Sarat Bose Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata 700 020, hereinafter collectively referred to as the OWNERS (which term or expression in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART.

AND

JALAN BUILDERS PRIVATE LIMITED (PAN: AABCJ7754Q) also a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 236B, A.J.C. Bose Road, 'MARBLE ARCH' 2nd Floor, P.O.- L. R. Sarani, P.S.- Bhowanipore, Kolkata-700020, Kolkata and represented by its Director MR. PRATIJK JALLAN (PAN: AGYPJ5046R) son of Shri Brij Mohan Jalan resident of 9, Lovelock Place, P.O. & P.S. Ballygunge, Kolkata-700019, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 09.03.2017 hereinafter referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the OTHER PART.

WHEREAS:

- A) Arun Krishna Roy during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring about 1 Bigha 10 cottahs (equivalent to 1976.16 Sq. Mtrs) (more or less) together with the various buildings and structures standing thereon (hereinafter referred to as the TOTAL PROPERTY).
- B) The said Arun Krishna Roy divided the said Total Property into two parts namely the Southern Portion containing by estimation an area of 574.78 Sq.Mtrs equivalent to 9 cottahs 1 chittack and 22 sq.ft. (more or less) together with the structures standing thereon (hereinafter referred to as the SOUTHERN PORTION) and the Northern Portion containing by estimation an area 20 cottahs 14 chittacks and 23 sq.ft. together with the various buildings and structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY).
- C) The Southern Portion of the said Total Property has now been numbered as Premises No. 2/1 O.C. Ganguly Sarani formerly Lee Road, Kolkata 700 020 and the Northern Portion being the said Premises continues to remain numbered as Municipal Premises No. 2, O.C.Ganguly Sarani formerly Lee Road, Kolkata 700 020.
- D) The said Southern Portion forming part of the said Total Property had been transferred by the said Arun Krishna Roy by virtue of two separate registered Deeds of Leases both dated 19th April 1979 unto and in favour of Lee Properties



and Shanta Properties (hereinafter collectively referred to as the SOUTHERN PORTION LESSEES).

- E) By an Indenture of Settlement/Trust dated 9th December 1980 registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No.110 Pages 284 to 296 Being No. 5668 for the year 1980 the said Arun Krishna Roy transferred the said Total Property unto and in favour of the Trustees of Arun Krishna Roy Trust (hereinafter referred to as the TRUST) to be held by the Trustees for the purposes and objects mentioned in the said Trust Deed.
- F) The then Trustees of the said Trust by a Registered Deed of Lease dated 29th July 1981 and registered at the office of the District Sub Register, Alipore in Book No. I Volume No.303 Pages 84 to 96 Being No. 9109 for the year 1981 granted a Lease in respect of the said total Property unto and in favour of Tribeni Tissues Limited for a period of 100 years subject however to the rights of the said Southern Portion Lessees at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the said LEASE DEED).
- G) In pursuance of a Scheme duly sanctioned by the Hon'ble High Court, Calcutta being Company Petition No.175 of 1991 connected with Company Application No.30 of 1991 the said Tribeni Tissues Limited stood merged with ITC Limited and consequently amongst others the benefit of the said Lease Deed stood vested in favour of ITC Limited by order of the High Court dated 20.03.1992.
- H) By a Deed of Conveyance dated 27th February 2011 and made between Arun Krishna Roy Trust Estate represented by its beneficiaries and Trustees therein



referred to as the Vendors of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub Registrar, Alipore in Book No. I CD Volume No.7 Pages 1920 to 1954 being No. 01568 for the year 2011 the Trustees and/or beneficiaries of the said Trust for the consideration therein mentioned sold transferred and conveyed the said Property unto and in favour of the Owners herein SUBJECT HOWEVER to leasehold interest held by said ITC.

- I) The Owners are thus entitled to the said Property being the Northern Portion of the said total property (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY) SUBJECT HOWEVER to the rights of the Lessee namely ITC Limited and the right of occupation of GE T & D India Ltd and Stone Platt Electrical (India) Limited (hereinafter referred to as the OCCUPANTS) but otherwise free from all encumbrances, charges, liens, lispens attachments trusts whatsoever or howsoever.
- J) The Owners herein being the joint owners of the said Property being the Northern Portion of the said total property duly mutated their names and separated the Northern portion from the said total property and the Northern Portion being the said Premises continues to remain numbered as Municipal Premises No. 2 Lee Road, Kolkata 700 020, having Assessee No. 110722300034 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY) SUBJECT HOWEVER to the rights of the Lessee namely ITC Limited and the right of occupation of GE T & D



India Ltd and Stone Platt Electrical (India) Limited (hereinafter referred to as the OCCUPANTS) but otherwise free from all encumbrances, charges, liens, dependencies attachments trusts whatsoever or howsoever.

- K) By a deed of Surrender dated 15th March 2017, and registered in the Office of the ADSR, Alipore and recorded in Book No. 1, Vol. No. 1605-2017, Pages from 38916 to 38942, Being No. 160501536 for the Year 2017, said ITC has surrendered its Leasehold interest and has made over vacant possession of the said premises to the Owners excepting the portion which are in occupation of the Occupants.
- L) The owners herein desire to develop the said property and looking for an experienced resourceful Developer who will undertake the development of the said property.
- M) The Developer has agreed to undertake the development of the said property by causing to be constructed thereat new building and/or buildings comprising of various office units, residential flats, showrooms shop rooms and constructed spaces in accordance with the plan to be sanctioned by Kolkata Municipal Corporation to the Developer herein free from all encumbrances and the Owners have agreed to grant the right of development in respect of the said property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions hereinafter appearing.
- N) In this agreement wherever the context so permits the Owners and the Developer are collectively referred to as the 'parties' and individually as a 'party'.



NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I - DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ADVOCATE** shall mean and include Mr. KUSHAGRA SHAH of Room No. 92, 3rd Floor, 10, Old Post Office Street, Kolkata-700001, representing the Developer herein and Mr. R.L. Gaggar, Solicitor & Advocate of 6, Old Post Office Street, Kolkata-700001, representing the Owners herein.
- ii) **ARCHITECT** shall mean any person or firm or such other person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Project as defined hereinafter.
- iii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.
- iv) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said Project to be used in common by all the Owners and occupiers of the said new building and/or buildings forming part of the Project.
- v) **DEVELOPMENT AGREEMENT** shall mean this Agreement.

- vi) **DEVELOPER** shall mean the said **JALAN BUILDERS PRIVATE LIMITED** and shall include its successor and/or successors in office/interest and assigns.
- vii) **OFFICE UNITS, RESIDENTIAL FLATS, SHOWROOMS, CONSTRUCTED SPACES** shall mean the various office units, residential flats, showrooms, constructed spaces and car parking spaces to be comprised in the new building and/or buildings and to be for residential cum commercial purposes and to be ultimately held and/or owned by various persons on Ownership basis.
- viii) **INTENDING PURCHASERS/ENDUSERS** shall mean the persons intending to acquire the various flats, units, showrooms, apartments, constructed spaces and car parking spaces forming part of the development on Ownership basis.
- ix) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of various flats, units, showrooms, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.
- x) **OWNERS** shall mean the parties hereto of the One Part and in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their



respective heirs, legal representatives, executors, administrators and assigns.

- xi) **PLAN** shall mean the entire Plan to be sanctioned by the authorities concerned and shall include such modifications and/or alterations made thereto from time to time and sanctioned by the authorities concerned.
- xii) **PROJECT** shall mean the development of the said Property by causing to be constructed there at various new building and/or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned.
- xiii) **PROPERTY** shall mean ALL THAT the Northern Portion of Municipal Premises No. 2, O.C. Ganguly Sarani formerly 2, Lee Road, Kolkata 700 020 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- xiv) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xv) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.
- xvi) **START DATE** shall mean the date of sanction of the Plan.

- xvii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed or such other specifications as may be varied and/or modified from time to time as may be recommended by the Architect.
- xviii) **SERVICES** shall mean the supply to and installation on the Properties of electricity, water, drainage and other services.
- xix) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article VII hereinafter.

ARTICLE II - INTERPRETATIONS

- 2. In this Agreement (save to the extent that the context otherwise so requires):
 - i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
 - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation



on its part not to do something shall include an obligation not to permit, or allow the same to be done.

- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 3 The Owners have assured and represented to the Developer as follows:
- i) That the Owners are the absolute Owners of the said Property.
 - ii) That excepting certain parts of the said property are presently in occupation of GE T & D India Ltd. and Stone Platt Electrical (India) Limited respectively the said property is otherwise free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.

- iii) That the Owners have good marketable title in respect of the said Properties.
- iv) That the Owners are not holding any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
- v) That there is neither thika tenant nor any person is claiming to be a thika tenant in respect of the said Property or any part or portion thereof.
- vi) That all municipal rates, taxes and other outgoings including electricity charges payable in respect of the said Properties have been paid and/or shall be paid by the Owners upto the date of full vacant possession of the premises.
- vii) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor have created any interest of any other third party into or upon the said Property or any part or portion thereof.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES BY THE DEVELOPER

4.1 The Developer acknowledges and has assured and represented to the Owners as follows:

- i) That the Developer has caused necessary searches and is satisfied with the title of the owners. However, in the event of there being any defect in title in the future it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own cost as mentioned in Clause 16.1, hereunder written.



- ii) That the developer has adequate financial resources and a competent Professional Team to undertake the development of the said property after obtaining all clearances from the Kolkata Municipal Corporation.

ARTICLE V – COMMENCEMENT DATE AND DURATION

- 5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 6th day of APRIL 2017 (hereinafter referred to as the COMMENCEMENT DATE)
- 5.2 This Agreement shall remain in full force and effect until such time the Project is completed in all respects unless terminated and/or determined earlier in the manner as hereinafter appearing.

ARTICLE VI – GRANT OF DEVELOPMENT RIGHT

- 6.1 Subject to the terms and conditions herein contained and subject to the Owners performing and fulfilling the conditions precedent as hereinafter appearing and also subject to the Developer discharging its obligations in terms of this Agreement, the Developer has agreed to undertake development of the said Property and to incur all costs charges and expenses in connection therewith and the Owners in their turn have agreed to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer herein, the Developer shall be entitled to and is hereby authorized and shall be entitled to:
 - i) Apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Properties.



- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Properties or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work.
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Properties and shall ensure that the same connects directly to the mains.
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Properties and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Properties and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.



- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Properties or the development;
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Properties.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) make proper provision for security of the said Properties during the course of development.



- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Properties or any part or portion thereof;
- xiv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building.
- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xvi) The Developer shall be entitled to create a charge and/or lien over and in respect of the Developer's Share only and the Owners agrees to render all assistance and undertakes to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the Owners shall in no way be responsible and/or liable for repayment of the said loan amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the Owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from.



ARTICLE VII - TOTAL DEVELOPMENT COSTS

7. The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
 - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures.
 - iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
 - iv) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Properties or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
 - v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.



- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development.
- vii) All administrative and marketing costs which may have to be incurred for sale and marketing of the development, It is also agreed between the parties that in all the Brochures, Advertisements and Marketing papers the name of the Owners shall be prominently displayed as Owners of the Project.

ARTICLE VIII- CONDITIONS PRECEDENT TO BE PERFORMED

AND OBSERVED BY THE OWNERS

- 8.1 The parties acknowledge that for the purpose of undertaking the development of the said property it is necessary:
- i) To produce the original title deeds and property documents before any authority or bank or third party at the request of the Developer.
 - ii) To cause the said Occupants namely GE T & D India Ltd and Stone Platt Electrical (India) Limited to vacate the portions presently in their occupation at the said Property.
 - iii) To make over the site to the developer for undertaking the preliminary works for Development of the said projects.
- 8.2 It is the obligation and responsibility of the Owners to perform and fulfill the aforesaid condition as and by way or conditions precedent at their own cost within a period of 12 (twelve) months and an additional grace period of 6 months from the date of execution of this agreement.



- 8.3 All costs charges and expenses for causing the said property to be vacated and/or surrendered of existing occupants shall be paid borne and discharged by the Owners.

ARTICLE IX – CONDITIONS PRECEDENT TO BE
PERFORMED AND OBSERVED BY THE DEVELOPER

- 9.1 For the purpose of undertaking the development of the said Property, the Developer as and by way of conditions precedent and at its own cost has agreed to take all clearances as required from Kolkata Municipal Corporation.
- 9.2 The Developer shall cause the said Property to be cleared in all respect of sanction from the Kolkata Municipal Corporation within a period of 12 months from the date of execution of this agreement with a grace period of 6 months or such further time as agreed upon the parties in the interest of the project.
- 9.3 To enable the Developer to get the said property sanctioned from Kolkata Municipal corporation, the Owners shall render all co-operation as and when needed and/or required and if necessary shall execute a Power of Attorney limited to this purpose in favour of the Developer or its nominee and/or nominees.
- 9.4 All costs charges and expenses for causing the said property to be cleared shall be paid borne and discharged by the Developer.

ARTICLE X – DEPOSIT

- 10.1 For the performance and observance of the terms and conditions herein contained and on the part of the Developer to be paid performed and observed the



Developer has agreed to keep in deposit with the Owners an aggregate sum of Rs. 10,00,00,000 /- (Rupees ten crore only) as and by way of deposit (hereinafter referred to as the DEPOSIT AMOUNT) subject to what is hereinafter stated.

- 10.2 The said Deposit Amount shall be held by the Owners free of interest and shall be adjusted and appropriated in such manner as may be mutually agreed between the parties hereto, in writing.

ARTICLE XI – APPROVED PLANNING

- 11.1 Immediately after the parts and portions in the occupation of Occupants is vacated, the Developer shall be entitled to prepare or cause to be prepared a map or plan by the Architects appointed by the Developer for being submitted to Kolkata Municipal Corporation for sanction.
- 11.2 The parties shall mutually decide whether the said Plan to be submitted for sanction will envisage construction of a commercial complex or a residential complex or shall be for mixed use.
- 11.3 The said Plan shall be submitted for sanction in the name of the Owners and at or before submission of the said Plan for sanction the Developer shall forward a copy of the said Plan to the Owners for their consideration and if the Owners have any suggestion and the same adds value to the developer then such changes would be incorporated in the said Plan before submitting the same for sanction.
- 11.4 The Developer shall be responsible for making payment of the fees of the architects and other agents including the sanction fee which may become payable to the authorities concerned.

- 11.5 It shall be the obligation of the Developer to get clearance from the Kolkata Municipal Corporation and to apply for and obtain all necessary permissions approvals consents and/or sanctions at its own cost which are needed and/or required for undertaking the development of the said property.

ARTICLE XII - LICENSE TO ENTER UPON THE SAID PROPERTY

- 12.1 Immediate after the Occupants have vacated the property the Owners shall allow the Developer to enter upon the said Property as a Licensee of the Owners for the purpose of undertaking preliminary works such as:

- i) Carrying out survey of the said Properties
- ii) To have the soil tested
- iii) To undertake all other preliminary work for the purpose of undertaking development of the said Property

- 12.2 It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owners and Developer hereby confirm that by virtue of the Developer entering upon Properties as a licensee the same does not amount to possession of the said property by the Developer. It is expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners until such time the development is completed in all regards.



12.3 Subject to the aforesaid conditions being fulfilled by the Owners and the Developer, immediately after sanction of the said Plan and other permissions for undertaking construction is obtained by the Developer the Developer shall:

- i) Immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing therefrom shall belong to the Owners after deducting therefrom all costs on account of demolition.
- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials as may be recommended by the Architect free from any latent or inherent defect.
- iii) Execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.

ARTICLE XIII - DEVELOPMENT

13.1 For the purpose of development of the said Property the Developer has agreed:

- i) To appoint the professional team for undertaking development of the said Properties.
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or

agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.

- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used.
- v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials).
 - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.



- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XIV - CONSTRUCTION AND COMPLETION

- 14.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 45 (forty five) months from the date of making over fully peaceful vacant possession of the site by the Owners to the Developer (hereinafter referred to as the **COMPLETION DATE**) and time for completion is and shall always be treated as the essence of the contract.
- 14.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 14.3 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer from time to time.
- 14.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New

Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.

- 14.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 14.6 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 14.7 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Properties and/or in the matter of construction of the said new building and/or for any defect therein.
- 14.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or therefrom.
- 14.9 The Developer shall use reasonable efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedule for such completion approved by the parties.



ARTICLE XV – CONSEQUENCES OF DELAY IN CONSTRUCTION

- 15 In the event of any delay on the part of the Developer in completing the said Project in accordance with the sanctioned plan within the time as aforesaid then and in that event in addition to any other right which the Owners may have the Developer shall be liable and the Owners shall be entitled to interest to be calculated at the rate of 11% per annum on the total remaining revenue coming to the share of the Owners in terms of this agreement to be calculated at the then prevailing market rate.

ARTICLE XVI – TITLE

- 16.1 The Owners have assured and represented to the Developer that the said property is free from all encumbrances and charges. However, in the event of there being any defect in title it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own cost but in the event of there being any defect in title which may cause impediment in the progress of the work of construction then and in that event the Owners shall be liable to cure the same within a period of sixty days from the date of notice to that effect being given by the Developer (hereinafter referred to as the CURE PERIOD) and if within the said Cure Period such defects are not remedied and/or rectified then until such time the same are cured and/or rectified the Owners shall be liable and the Developer shall be entitled to interest to be calculated at the rate of 21% per annum on the said Deposit Amount by the Developer but in any circumstances the said time will not be extended more than 120 days.



- 16.2 In case if the Owners fail to cure the defects of title of the property within the above mentioned extended period in that event the Owners will refund: (i) the entire security deposit or any other amount as received till date with an interest @21% per annum on the said entire security deposit or any other amount as received till date and (ii) all investment and expenses if any incurred by the Developer till date.

ARTICLE XVII

- 17.1 **OWNERS' SHARE** : The Owners will get 30% (thirty percent) of the total constructed area.
- 17.2 **DEVELOPER'S SHARE** : The Developer will get 70% (seventy percent) of the total constructed area.
- 17.3 In consideration of the above and in further consideration of the of the mutual covenants herein contained it has been agreed by and between the parties hereto that the various office units, residential flats, showrooms, constructed spaces and car parking spaces forming part of the development will be sold and marketed by the Developer.
- 17.4 The gross sale proceeds received from each of the intending purchasers/end-users after deducting therefrom the amounts incurred on account of brokerage will be divided and distributed amongst the Owners and the Developer in the ratio whereby the Owners shall be entitled to 30% of such sale proceeds and the remaining 70% shall belong to the Developer.



- 17.5 For the purpose of distribution of the revenue, all agreements to be executed with each of the end-users both the Owners and the Developer shall be necessary parties and the amounts receivable by the Owners shall be paid directly by the concerned end-user to the Owners and the amount receivable by the Developer shall be paid directly by the concerned end-user to the Developer. Both Parties will bear its proportionate tax liabilities, service charges or any other taxes or charges whatsoever in accordance with their respective ratio.
- 17.6 The parties hereto shall hold periodical meetings and as far as possible all discussions and decisions taken in such meetings will be recorded in the Minutes of Meeting to be prepared in a fashion similar to that as prescribed by the Companies Act, 2013.
- 17.7 The parties hereto in consultation with each other shall fix the price and the terms and conditions at which a particular flat/unit is to be sold and none of the parties shall be entitled to sell and transfer or negotiate for sale and transfer of any unit forming part of the development at a price lower than the floor price fixed by the parties unless otherwise agreed upon between the parties hereto in writing.
- 17.8 In the event of any agreement being cancelled and/or terminated, the refundable amount shall be refunded to the concerned enduser by the Developer and the Owner in the proportion as aforesaid.
- 17.9 Any/all amount which may be received by the developer by way of electricity deposits, generator charges deposits, hoarding charges or any other extra deposits or utility charges after incurring all the cost and expenses in connection



therewith the balance shall be distributed amongst the parties hereto in the proportion as aforesaid i.e. 30% for the Owners and 70% for the Developer.

17.10 Upon completion of the said Project and issuance of the completion certificate by the authorities concerned if any of the flats units constructed spaces and car parking spaces remaining unsold (hereinafter referred to as the REMAINING AREA) the said Remaining Area shall be apportioned and distributed between the parties hereto in a manner whereby the Owners shall be exclusively entitled to 30% of such remaining area and the Developer shall be exclusively entitled to the remaining 70% of such remaining area. In the event the apportions cannot be equitably made then the value of either the excess or shortage area shall be paid to the affected party.

17.11 Each of the parties shall be entitled to enter into agreement for sale and transfer and/or to deal with the respective flats/units and car parking spaces forming part of the said Remaining Area and the parties agree and covenant with each other to sign and execute and/or to become a Confirming Party to all such agreements for sale and transfer including the Deed of Conveyance in respect of the said Remaining Area and allocated to the parties for the purpose of perfecting the title of the enduser.

17.12 If at any time the owner and the Developer or any one of them shall decide to retain any constructed area forming part of the said new building, he/they shall be entitled to do so on such terms and conditions as may be mutually agreed upon between the parties hereto, in writing.

ARTICLE XVIII – TITLE DEEDS

- 18 Upon completion of the said Project the said original title deeds will be made over by the said Owners/Developer to the Holding Organisation and/or Association which may be formed by the flat/unit Owners of the said Project or to such other person as the parties may mutually decide, in writing.

ARTICLE XIX – REPRESENTATIVES

19.1 APPOINTMENT OF OWNERS'S REPRESENTATIVE;

19.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Surendra Kumar Khetawat shall be deemed to be the authorised representative for and on behalf of the Owners for the following purposes:

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

19.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

19.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Pratiik Jallan shall be deemed to be the authorised representative of the Developer for the following purposes:



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

19.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the parties to whom such authorized representative belongs.

**ARTICLE XX – MAINTENANCE OF THE COMMON PARTS AND
PORTIONS FORMING PART OF THE SAID PROJECT**

20. The Developer in consultation with the Owners shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units forming part of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges.

ARTICLE XXI - FORCE MAJEURE

21 None of the parties shall be regarded in breach of any of the terms and conditions herein contained if it is prevented by any of the conditions herein below:

- i) Fire
- ii) Natural calamity

- iii) Tempest
- iv) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- v) Any other unavoidable circumstances beyond control of the Developer including change in law or building regulations.

ARTICLE XXII- HOLDING ORGANISATION

- 22.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.
- 22.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XXIII- BREACHES

- 23.1 If the Owners shall fail to cause the said Occupants to vacate the portions in their respective occupation within a period of 12 months from the date of execution of

this agreement with a grace period of six months then and in that event the Developer shall be entitled to cancel and/or rescind this agreement and claim refund of the said Deposit Amount with interest @21% per Annum and also all investment and expenses if any incurred by the Developer till date.

23.2 In the event of the Developer failing to cause the said property to be cleared all sanctions from the Kolkata Municipal Corporation within 12 months from full peaceful vacant possession unless the Owners extend the time, the Owners shall be entitled to cancel and rescind this agreement and refund the said Deposit Amount without interest.

23.3 If for any reasons after the plan is sanctioned and the building is demolished, the Developer shall fail to commence the work of construction or if the Developer shall abandon the work of construction at the said Premises and such abandonment shall continue for a period of more than six months then and in that event the Owners shall be entitled to cause the Remaining Works to be completed by any other Contractor and in such an event the Developer shall be liable without raising any objection to reimburse the Owner for all costs charges and expenses incurred in connection therewith and in addition thereto shall be entitled to such damages as may be determined by the Arbitrators.

23.4 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of either party (hereinafter referred to as the Defaulting Party) the other party shall be entitled to refer all such disputes to arbitration for resolving matters and the Arbitral Forum shall be entitled to pass appropriate directions including cancellation of this

Agreement and Award such damages as the Arbitral Forum may deem fit and proper.

ARTICLE XXIV – NEGATIVE COVENANTS BY THE OWNERS

24.1 The Owners as and by way of negative covenants has assured and covenanted with the Developer as follows:

- i) Not to sell transfer alienate and/or encumber the said property.
- ii) Not to create any interest of any third party into or upon the said property or any part or portion thereof.
- ii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.
- iii) Not to intervene in any manner whatsoever in the construction of or in any construction related matter or any other matter and the developer will remain independent to do act any work for development of the project and completion of the same in all respect thereof as long as the Developer has complied with all its obligations and is acting in terms of this Agreement.
- iv) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXV – NEGATIVE COVENANTS BY THE DEVELOPER

25 The Developer as and by way of negative covenants has assured and covenanted with the Owners as follows:

- i) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.

- ii) To do all acts deeds and thing as may be necessary and/or required from time to time for smooth implementation of these presents.
- iii) Not to cause any change in the present shareholding of the Developer.
- iv) not to cause the shares held by the present shareholders to any other person without the consent of the Owners in writing but this will not prevent interse transfer between the present shareholders.
- v) Not to transfer and assign the benefit of this agreement to any other person and/or persons without the consent of the Owners, in writing.

ARTICLE XXVI - MISCELLANEOUS

26.1 RELATIONSHIP OF THE PARTIES :-

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

26.2 NON WAIVER - any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.



26.3 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

26.4 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place of receipt (if given by registered post with acknowledgement due) of two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

26.5 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more



of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

- 26.6 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 26.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 26.8 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 26.9 PROPERTY TAXES: All municipal rates taxes and other outgoings (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of surrender of the Lease by ITC and/or the Occupants vacating the parts and portions in their respective occupation shall be paid borne and discharged by the owners and thereafter the Developer shall be liable to pay and/or discharge the same.
- 26.10 All costs, charges and expenses relating to execution of any Deed of Release or Surrender shall be paid borne and discharge by the Owners and thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said Project.



26.11 The Agreement (together with schedules, if any) forms the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

26.12 This agreement shall be binding on the parties hereto and their respective successors and assigns.

26.13 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

26.14 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.

26.15 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXIV – ARBITRATION AND JURISDICTION

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



differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the arbitration of Mr. R.L. Gaggar, Solicitor & Advocate being the Advocate for the Owners and Mr. Kushagra Shah, Advocate, being the Advocate for the Developer and the said two advocates shall appoint the third and/or presiding arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

- 27.2 The Arbitrators shall have summary power and shall be entitled to lay down their own procedure.
- 27.3 The Arbitrators shall be entitled to pass interim awards and/or directions.
- 27.4 It shall not be obligatory on the part of the Arbitrators to follow the principles laid down under the Indian Evidence Act.
- 27.5 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever.
- 27.6 The Arbitrators shall speedily adjudicate the disputes and differences between the parties and shall try their best to adjudicate such disputes within a period of 6 months from the date of entering upon the reference.
- 27.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

27.8 The respective parties shall bear their respective cost, legal expenses, and legal fees of their respective Advocate and also equally bear the cost and/or fees of the third and/or presiding Arbitrator.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(PROPERTY)**

ALL THAT the piece and parcel of land measuring about 20 Cottahs 14 chittacks and 23 Square Feet more or less, together with an old three storied structure and other structures standing therein lying and situated at being Municipal Premises No. 2, O.C. Ganguly Sarani formerly 2, Lee Road having Assessee No. 110702300034 under Police Station Bhowanipore, P.O. Lala Lajpat Rai Sarani, Kolkata-700020 within the limit of Kolkata Municipal Corporation Ward No.070.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED BY THE OWNERS


At Kolkata in the presence of

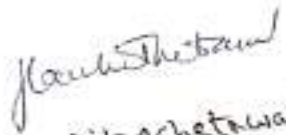
- 1) Shibu Ghosh.
236 B, A.J.C. Bose Road
Kolkata - 700020.

- 2) Raj Kumar Roychowdhury
2, Panna House Street No
K-33

KHETAWAT PROPERTIES LTD.


Director

✓ 
(SURESH KUMAR KHETAWAT)

✓ 
(Harshit Khetawat)

OWNERS

SIGNED AND DELIVERED BY THE DEVELOPER

At Kolkata in the presence of

- 1) Shibu Ghosh.
236 B, A.J.C. Bose Road
Kolkata - 700020.

- 2) Raj Kumar Roychowdhury
2, Panna House Street No
K-33

Jalan Builders Pvt. Ltd.

Director
DEVELOPER

Drafted by:



Mr. Kushagra Shah, Advocate

(Upon the draft prepared by

Mr. R.L. Gaggar, Solicitor & Advocate)

Enroll. No. WB/339/05

MEMO OF CONSIDERATION

Received Rs. 100000000.00 (Rupees Ten Crore) only as per above referred amount on execution of this agreement.

Amount paid by Cheque No. 000349 dated 10.03.2017 on Andhara Bank Rs. 50000000.00

Amount paid by Cheque No. 000350 dated 10.03.2017 on Andhara Bank Rs. 50000000.00

Total Rs. 100000000.00

(Rupees Ten Crore only)

KHETAWAT PROPERTIES LTD.



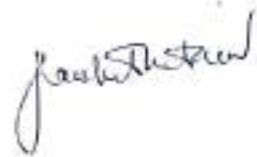
Director

Witnesses

1. Shibu Ghosh.
236B, A.J.C. Bose Road
Kolkata - 700020


2. Raj Anand Ghosh
2. Panna Panna Street
Gg. 93


(Surendra Kumar Khetawat)














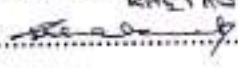
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	right hand					








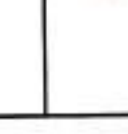
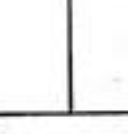
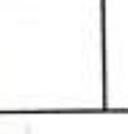

Name KHETAWAT PRAPEN
MANUS KHEWAT
Signature 

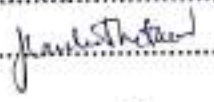
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	left hand					
	right hand					

Name SURENORA KUMAR
KHEWAT
Signature 

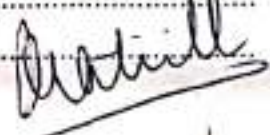
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	left hand					
	right hand					

Name HARSHIT KHETAWAT
Signature 

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	left hand					
	right hand					

Name PRATIJK JALLAN
Signature 

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

GRN: 19-201718-000109911-1

Payment Mode Online Payment

GRN Date: 06/04/2017 10:55:32

Bank : ICICI Bank

BRN : 1184188614

BRN Date: 06/04/2017 10:56:41

DEPOSITOR'S DETAILS

Id No. : 16011000109028/5/2017
(Query No./Query Year)

Name : SWAPAN KR DAS

Contact No. : 03340077555

Mobile No. : +91 9331044379

E-mail : LEGAL@JALANBUILDERS.COM

Address : 236B AJC BOSE ROAD, KOLKATA-20

Applicant Name : Mr SWAPAN KUMAR DAS

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16011000109028/5/2017	Property Registration- Registration Fees	0030-03-104-001-16	1100042
2	16011000109028/5/2017	Property Registration- Stamp duty	0030-02-103-003-02	74021

Total

1174063

In Words : Rupees Eleven Lakh Seventy Four Thousand Sixty Three only



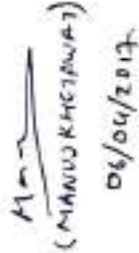


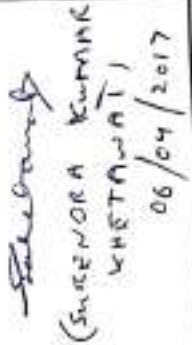


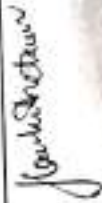



Government of West Bengal

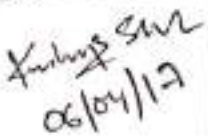
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16011000109028/2017

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 MANUJ KHETAWAT 19A, SARAT BOSE ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700020	Represent ative of Land Lord [KHETAW AT PROPER TIES LIMITED]			 06/04/2017
2	M: SURENDRA KUMAR KHETAWAT 19A, SARAT BOSE ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Land Lord			 06/04/2017
3	Mr HARSHIT KHETAWAT 19A, SARAT BOSE ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Land Lord			 

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
4	Mr PRATIJK JALLAN 236B, A J C BOSE ROAD, MARBLE ARCH 2ND FLOOR, P.O:- L R SARANI, P.S:- Bhawanipore, Kolkata, District:-South 24- Parganas, West Bengal, India. PIN - 700020	Represent ative of Developer [JALAN BUILDER S PRIVATE LIMITED]			 6/4/17
SI No.	Name and Address of identifier	Identifier of			Signature with date
1	Mr SWAPAN KUMAR DAS ^{KUSHAGRA SHAM} Son of Late B B DAS ^{SUDHIK SHAM} HIGH COURT CAL, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Mr MANUJ KHETAWAT, Mr SURENDRA KUMAR KHETAWAT, Mr HARSHIT KHETAWAT, Mr PRATIJK JALLAN			 06/04/17

(Debasis Patra)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KHETAUAT PROPERTIES LIMITED



07/11/1981

Permanent Account Number

AAACL5633M

20082008

KHETAUAT PROPERTIES LTD

M. M.

2008/11

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें
आयकर पैन सेवा इकाई, एन एस डी एल
पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड,
एस. बी. मार्ग, लोअर परेल, मुम्बई - 400 013.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail: tininfo@nsdl.co.in

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



AFCPK5719H



नाम /NAME

SURENDRA KUMAR KHETAWAT

पिता का नाम /FATHER'S NAME

PRAHLAD RAI KHETAWAT

जन्म तिथि /DATE OF BIRTH

26-08-1961

हस्ताक्षर /SIGNATURE

K. Das

आयकर आयुक्त, प.ब.-II

COMMISSIONER OF INCOME-TAX, W.B. - II

S. Khetawat

S. Khetawat

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
सहायक आयकर आयुक्त,

पी-7,

चीरंगी स्क्वायर,

कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :

Assistant Commissioner of Income-tax,

P-7,

Chowringhee Square,

Calcutta- 700 069.

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

MANUJ KHETAWAT

LALIT KUMAR KHETAWAT

21/06/1988

Permanent Account Number

ARLPK3532H

Signature



03022015

इस कार्ड के खोने / पाने पर कृपया सूचित करें। लौटाएं:
आयकर पेन सेवा इकाई, एन एस डी एल
5 वी मजिल, मंत्री स्टर्लिंग प्लॉट नं 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

*If this card is lost / someone's lost card is found,
please inform / return to :*
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HARSHIT KHETAWAT

SURENDRA KUMAR KHETAWAT

19/02/1989

Permanent Account Number

AUBPK2669L



24032007

Harshit Khetawat
Signature

Justine












इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाने :
आयकर देन सेवा इकाई, एन एस डी फ्ल
पहली मंजिल, टाइम्स टॉवर, कमला मिल्स कंपाउंड,
एस. बी. मार्ग, लोअर परेल, मुम्बई - 400 013.

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S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail: tininfo@nsdl.co.in







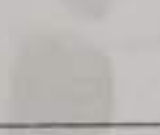




Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name MANOJ KHETAWAT KHETAWAT PROPERTIES LTD.

Signature *Manoj*
Director



Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature












Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name HARSHIT KHETAWAT

Signature *Harshit*

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name PRATIK JALLAN

Signature *Pratik*

Major Information of the Deed

Deed No :	I-1601-00980/2017	Date of Registration	21/04/2017
Query No / Year	1601-1000109028/2017	Office where deed is registered	
Query Date	04/04/2017 11:18:03 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SWAPAN KUMAR DAS HIGH COURT CAL, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No : 9331044379, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]. [4311] Other than Immovable Property, Receipt [Rs : 10,00,00,000/-]		
Set Forth value	Market Value		
Rs. 10,00,00,000/-	Rs. 16,33,12,795/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 11,00,042/- (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:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lee Road, Premises No. 2, Ward No: 70

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		20 Katha 14 Chatak 23 Sq Ft	9,99,00,000/-	15,94,87,795/-	Width of Approach Road: 40 Ft.
Grand Total :					34.4965Dec	999,00,000 /-	1594,87,795 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4500 Sq Ft.	1,00,000/-	38,25,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1500 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1500 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		4500 sq ft	1,00,000 /-	38,25,000 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	KHETAWAT PROPERTIES LIMITED (Private Limited Company) 19A, SARAT BOSE ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AUBPK2669L, Status :Organization, Executed by: Representative

2	Mr SURENDRA KUMAR KHETAWAT Son of Late PRAHLADRAI KHETAWAT 19A, SARAT BOSE ROAD, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFCPK5719H, Status :Individual, Executed by: Self, Date of Execution: 06/04/2017 Admitted by: Self, Date of Admission: 06/04/2017 ,Place : Pvt. Residence
3	Mr HARSHIT KHETAWAT Son of Mr SURENDRA KUMAR KHETAWAT 19A, SARAT BOSE ROAD, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AAACL5633M, Status :Individual, Executed by: Self, Date of Execution: 06/04/2017 Admitted by: Self, Date of Admission: 06/04/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JALAN BUILDERS PRIVATE LIMITED (Private Limited Company) 236B, A J C BOSE ROAD MARBLE ARCH 2ND FLOOR, P.O:- L R SARANI, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AABCJ7754Q, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr MANUJ KHETAWAT (Presentant) Son of Mr LALIT KUMAR KHETAWAT 19A, SARAT BOSE ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARLPK3532H Status : Representative, Representative of : KHETAWAT PROPERTIES LIMITED (as DIRECTOR)
2	Mr PRATIIK JALLAN Son of Mr BRIJ MOHAN JALAN 236B, A J C BOSE ROAD , MARBLE ARCH 2ND FLOOR, P.O:- L R SARANI, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AABCJ7754Q Status : Representative, Representative of : JALAN BUILDERS PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name & address	
Mr SWAPAN KUMAR DAS Son of Late B B DAS HIGH COURT CAL, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr MANUJ KHETAWAT, Mr SURENDRA KUMAR KHETAWAT, Mr HARSHIT KHETAWAT, Mr PRATIIK JALLAN	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	KHETAWAT PROPERTIES LIMITED	JALAN BUILDERS PRIVATE LIMITED-11.4988 Dec
2	Mr SURENDRA KUMAR KHETAWAT	JALAN BUILDERS PRIVATE LIMITED-11.4988 Dec
3	Mr HARSHIT KHETAWAT	JALAN BUILDERS PRIVATE LIMITED-11.4988 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	KHETAWAT PROPERTIES LIMITED	JALAN BUILDERS PRIVATE LIMITED-1500 Sq Ft
2	Mr SURENDRA KUMAR KHETAWAT	JALAN BUILDERS PRIVATE LIMITED-1500 Sq Ft
3	Mr HARSHIT KHETAWAT	JALAN BUILDERS PRIVATE LIMITED-1500 Sq Ft

Endorsement For Deed Number : I - 160100980 / 2017

On 04-04-2017

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 16,33,12,795/-



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

On 06-04-2017

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

Presented for registration at 18:20 hrs on 06-04-2017, at the Private residence by Mr MANUJ KHETAWAT ,

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

Execution is admitted on 06/04/2017 by 1. Mr SURENDRA KUMAR KHETAWAT, Son of Late PRAHLADRAI KHETAWAT, 19A, SARAT BOSE ROAD, P.O: BHAWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business, 2. Mr HARSHIT KHETAWAT, Son of Mr SURENDRA KUMAR KHETAWAT, 19A, SARAT BOSE ROAD, P.O: BHAWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business

Identified by Mr SWAPAN KUMAR DAS , , Son of Late B B DAS, HIGH COURT CAL, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-04-2017 by Mr PRATIJK JALLAN, DIRECTOR, JALAN BUILDERS PRIVATE LIMITED (Private Limited Company), 236B, A J C BOSE ROAD MARBLE ARCH 2ND FLOOR, P.O:- L R SARANI, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr SWAPAN KUMAR DAS, . . Son of Late B B DAS, HIGH COURT CAL, P.O: G P O, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 06-04-2017 by Mr MANUJ KHETAWAT, DIRECTOR, KHETAWAT PROPERTIES LIMITED (Private Limited Company), 19A, SARAT BOSE ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr SWAPAN KUMAR DAS, . . Son of Late B B DAS, HIGH COURT CAL, P.O: G P O, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



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

On 18-04-2017

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,00,042/- (B = Rs 10,99,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 11,00,042/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 06/04/2017 10:56AM with Govt. Ref. No: 192017180001099111 on 06-04-2017, Amount Rs: 11,00,042/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 1184188614 on 06-04-2017, 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 by online = Rs 74,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 06/04/2017 10:56AM with Govt. Ref. No: 192017180001099111 on 06-04-2017, Amount Rs: 74,021/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 1184188614 on 06-04-2017, Head of Account 0030-02-103-003-02



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

On 21-04-2017

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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 203877, Amount: Rs.1,000/-, Date of Purchase: 21/03/2017, Vendor name: A K Saha



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2017, Page from 35690 to 35749
being No 160100980 for the year 2017.



Digitally signed by DEBASIS PATRA
Date: 2017.05.12 12:23:52 +05:30
Reason: Digital Signing of Deed.

Debasis Patra

(Debasis Patra) 12-05-2017 12:23:51
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)