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INDIA

## INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

Date - 19/03-2020 - 834789/2020

AA 128991



### DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") has been entered into at Kolkata on 7th day of March 2020 ("Effective Date")

BETWEEN

**BENGAL AEROTROPOLIS PROJECTS LIMITED (PAN AADCB2504L)**, a company incorporated under the Companies Act, 1956 having its registered office at 1<sup>st</sup> floor, 5 Gorky Terrace, Kolkata - 700 017, hereinafter referred to as "**BAPL**" represented by Ms. Anju Madeka (PAN ACQPM8012Q) daughter of late Umedray Worah by faith - Hindu, citizen- Indian, residing at 36B, New Road, Flat 2C Sapphire Apartment, P.O. & P.S.- Alipore Kolkata-700027(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

**HYDRO POWER ENGG CONSTRUCTION COMPANY (PAN AAKFH7641G)**, a company registered under the Indian Partnership Act, 1932 with registration number-001709/2019, having its registered office at Village- Dubchururia P.O- Andal Gram P.S- Durgapur District- Burdwan Pincode- 713321 hereinafter referred to as the "**Developer**" represented by Mr. Mukul Paul (PAN ASGPP4299N) son of Late Gangadhar Paul by faith - Hindu, citizen- Indian residing at Village- Dubchururia P.O- Andal Gram P.S- Durgapur District- Burdwan Pincode- 713321 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.



Handwritten notes: 2-2504, 32-407, 6374





## WHEREAS

- A. The Government of West Bengal acquired all that piece and parcel of land admeasuring approximately 1822.59 (one thousand eight hundred and twenty two point one five nine) acres or thereabouts, lying and situated at District Paschim Bardhaman, comprised within Mouzas – Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri, Andal, Arati and Tamla, West Bengal (hereinafter referred to as the "Leasehold Land" and more particularly described in **Schedule I** hereunder written);
- B. Pursuant to a joint venture development agreement dated January 18, 2008 read with the first addendum to the said joint venture agreement dated October 26, 2009 and the second addendum to the said joint venture agreement dated September 14, 2013, executed between BAPL and the West Bengal Industrial Development Corporation ("WBIDC"), BAPL has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Leasehold Land, for development of an aerotropolis project therein, comprising of *inter alia* an airport, an industrial zone, an institutional area and a township (hereinafter referred to as the "Aerotropolis"). The said lease deeds grant the right to BAPL to transfer any development rights over the Leasehold Land or any part thereof in favour of any other Person;
- C. The Developer is *inter alia* engaged in the business of real estate development and construction;
- D. After being satisfied with the right, title and interest of BAPL in the Leasehold Land, the Developer has approached BAPL to grant to the Developer, development rights in respect of a portion of the Leasehold Land, being land admeasuring 0.919 (zero point nine one nine) acres or thereabouts, situated at Mouza-Andal, District-Paschim Bardhaman, 0.001 (zero point zero zero one) acre in Dag No. 1001, 0.052 (zero point zero five two) acre in Dag No.1002, 0.06 (zero point six) acre in Dag No. 1003, 0.045 (zero point four five) acre in Dag No. 1077, 0.056 (zero point zero five six) acre in Dag No.1100, 0.107 (zero point one zero seven) acre in Dag No.1101, 0.163 (zero point one six three) acre in Dag No.1104, 0.01 (zero point zero one) acre in Dag No.1104, 0.264 (zero point two six four) acre in Dag No.1106 & 0.161(zero point one six one) acre in Dag No.1102/6177 comprised in Khatian No. 4009, J.L No.52, PS – Andal, District – Paschim Bardhaman, West Bengal within the Aerotropolis (hereinafter referred to as the "Said Land" and more particularly described in **Schedule II** hereunder written and demarcated in red colour on the plan annexed and marked as Annexure "A" hereto) for the purpose of undertaking the Project (*as hereinafter defined*);
- E. Leasehold rights in respect of the Said Land have been granted by WBIDC to BAPL under a Lease Deed No. 366 of 2010 registered with the office of Additional Registrar of Assurances III at Kolkata; for an initial term of 99 (ninety nine) years commencing from the year 2010, with automatic renewal for a further period of 99 (ninety nine) years and on the terms and conditions contained therein;
- F. The Developer has represented that it being engaged in and well established in the business of development of real estate projects in and around Paschim Bardhaman, is having necessary infrastructure and financial means to develop the Said Land;
- G. Upon being so approached and based on such representation of the Developer, BAPL has agreed to grant development rights over the Said Land to the Developer for the purpose of undertaking the Project (*hereinafter defined*), and





- H. In pursuance thereof, the Parties have agreed to execute this Agreement in order to set out their mutual rights and obligations in relation to development of the Said Land, the execution of the Project, and other matters in connection therewith, which they agree will be interpreted, acted upon and governed in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties, with the intent to be legally bound hereby, covenant and agree as follows:

**1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

**1.1. Definitions**

In addition to the terms defined in the introduction to, recitals of and the body of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the capitalised terms used in this Agreement shall have the meaning attributed to them as under:

"Account Bank"	shall have the meaning ascribed to the term in Clause 9.1.
"Aerotropolis"	shall have the meaning ascribed to the term in Recital B.
"Agreement"	shall mean this development agreement with the recitals, schedules and annexures attached hereto, as amended, supplemented or otherwise modified from time to time, and any other document which amends, supplements, or otherwise modifies this agreement.
"Applicable Law"	shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India.
"Applicable Permits"	shall mean any and all approvals, authorisations, licenses, permissions, consents, no-objection certificates to be obtained (including, for the avoidance of doubt, the sanctioned plan and all approvals required in connection with or pursuant to the sanctioned plan) for the commencement of the development of the Project on the Said Land,



	including without limitation registration of the Project under WBHRA, environmental clearances, commencement certificate, occupation certificate, all other approvals and/or permissions from any Governmental Authorities required in connection with the Project.
"Architect"	shall have the meaning ascribed to the term in Clause 4.2.2.
"BAPL's Share of Revenue"	shall have the meaning ascribed to the term in Clause 8.2.2.
"BIS Codes"	shall have the meaning ascribed to the term in Clause 4.2.1.
"Claim"	shall have the meaning ascribed to the term in Clause 17.1.
"Commencement Date"	shall have the meaning ascribed to the term in Clause 7.1.
"Completion Certificate"	shall have the meaning ascribed to the term in Clause 7.3.1.
"Construction Plan"	shall have the meaning ascribed to the term in Clause 4.1.1.
"Consultation Period"	shall have the meaning ascribed to the term in Clause 20.3.1.
"Defect Liability Period"	shall have the meaning ascribed to the term in Clause 7.4.1.
"Developer's Share of Revenue"	shall have the meaning ascribed to the term in Clause 8.2.1.
"Development Cost"	shall include the following: <ul style="list-style-type: none"> <li>(a) the costs of obtaining Applicable Permits in respect of the development, together with planning regulation fees, fees payable to statutory authorities 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;</li> <li>(b) the costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light;</li> <li>(c) the costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the</li> </ul>





- development of the Project;
- (d) the costs and expenses payable for marketing of the Project and/or Units including any advertising, research and other marketing costs;
- (e) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the Said Land and all costs of maintaining and repairing the Project facilities in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party;
- (f) all other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Project; and
- (g) all proper costs payable by the Developer for undertaking development of the Project.

"Disclosing Party"	shall have the meaning ascribed to the term in Clause 19.2
"Dispute"	shall have the meaning ascribed to the term in Clause 20.1
"Drawings"	shall have the meaning ascribed to the term in Clause 4.2.2.
"Effective Date"	shall mean the date of execution of this Agreement.
"Escrow Account"	shall have the meaning ascribed to the term in Clause 9.2.2.
"Force Majeure"	shall have the meaning ascribed to the term in Clause 18.1.
"Good Industry Practices"	shall mean the exercise of that degree of skill, diligence, efficiency and prudence and those practices, methods, specifications and standards of safety, and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled organisation in the execution of work and provision of services of the type and size similar to those being provided by the Developer under this Agreement.
"Governmental Authority"	shall mean any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law.



"HIRA Account"	shall have the meaning ascribed to the term in Clause 9.2.1.
"Indemnified Parties"	shall have the meaning ascribed to the term in Clause 17.1.
"Indemnifying Party"	shall have the meaning ascribed to the term in Clause 17.1.
"Information"	shall have the meaning ascribed to the term in Clause 19.1.
"Leasehold Land"	shall have the meaning ascribed to the term in Recital A.
"Losses"	shall have the meaning ascribed to the term in Clause 17.1
"NBCI"	shall have the meaning ascribed to the term in Clause 4.2.1.
"Non-Disclosing Party"	shall have the meaning ascribed to the term in Clause 17.2.
"Project"	shall mean construction of retail buildings comprising of G+2 storied building/buildings(which may be extended by the mutual consent of the Parties and in accordance with Applicable Laws) with parking space and shall consist of all such assets and facilities that the Developer would design, develop, finance, construct, market, operate and maintain, to be constructed on Said Land. It is clarified that the Project shall include the built-up area, utilities, common facilities and other infrastructure facilities on the Said Land. All the above shall be deemed to constitute the Project as a whole and any reference to the term "Project" shall comprise all or any of the activities listed above.
"Project Bank Account"	shall mean the bank account to be constituted for all Realizations relating to the Project as mentioned in Clause 9 hereunder.
"Project Period"	shall have the meaning ascribed to the term in Clause 7.1.
"Realizations" / "Revenue"	shall mean the proceeds, consideration, advances and other incomings received from the assignment or otherwise transfer of the Transferable Areas or any part thereof or in any way relating to the Project or collections from any unsold unit/s which may have been transferred to a third party or is





	operated directly by the Developer.
"Revenue Sharing Ratio"	shall mean the ratio of sharing of the Revenue between BAPL and the Developer, as more particularly described in Clause 8.2 hereunder.
"Said Land"	shall have the meaning ascribed to the term in Recital D.
"Supervisor"	shall have the meaning ascribed to the term in Clause 4.4.1.
"Transferable Areas"	shall include units (being flats, apartments, offices, shops and other constructed spaces), covered parking spaces, open parking spaces, terraces attached to units and other areas comprised in the Project capable of being transferred independently or as appurtenant to any unit and shall also include any area signage right, or other right/privilege at the Project capable of being commercially exploited or transferred to an intended third party purchaser in accordance with the terms of this Agreement.
"Unit"	shall mean the constructed space in the Project capable of being separately owned, used and/or enjoyed for commercial purposes, by any Unit owners and which is not a part of the common areas.
"WBIDC"	shall have the meaning ascribed to the term in Recital B.
"WBHIRA"	shall mean West Bengal Housing Industry Regulation Act, 2017.

## 1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- 1.2.1. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.2.2. unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*;
- 1.2.3. clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.4. references to recitals, clauses and schedules are references to Recitals, Clauses and Schedules of and to this Agreement;
- 1.2.5. the schedules, annexures and exhibits to this Agreement shall be deemed to be





incorporated in and shall form an integral part of this Agreement;

- 1.2.6. unless otherwise stated specifically, time periods within or following which any payment is to be made shall be calculated by excluding the day on which the period commences and including the day on which the period ends, and if the day on which the period ends is not a working day, then such period shall stand extended to the next working day;
- 1.2.7. reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Effective Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- 1.2.8. the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole;
- 1.2.9. reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended or supplemented. For the avoidance of doubt, a document shall be construed as amended or modified only if such amendment or modification is executed in compliance with the provisions of such document(s);
- 1.2.10. any reference to the masculine, the feminine and the neuter shall include each other;
- 1.2.11. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.12. reference to the word "include" or "including" shall be construed without limitation;
- 1.2.13. "in writing" includes any communication made by letter or fax or e-mail in compliance with the provisions of this Agreement;
- 1.2.14. the word "Person" shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- 1.2.15. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- 1.2.16. in the event of any inconsistency between the Clauses of this Agreement and the Schedules hereto, the Clauses of this Agreement shall prevail;
- 1.2.17. no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and





1.2.18. if any term in the recitals or Clause 1.1 of this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## 2. PURPOSE AND OBJECTS OF THE AGREEMENT

2.1. By this Agreement it has been agreed by and between the Parties that the Developer shall undertake the Project at its sole costs, expenses and resources and BAPL shall make available the entirety of the Said Land to the Developer for this purpose.

2.2. Without prejudice to the generality of the aforesaid, the Developer shall also be responsible for:

2.2.1. preparation of Project site for construction;

2.2.2. development, financing, designing and construction of the Project;

2.2.3. complete planning, designing and obtaining approval of the master plan for the Project;

2.2.4. construction of units, buildings and other structures as per approved building plan and technical specifications,

2.2.5. supervision of construction of the Project;

2.2.6. obtaining insurance cover during the Project Period;and

2.2.7. all other actions required for the completion of the Project in line with the requirements of this Agreement and Applicable Laws.

## 3. GRANT OF DEVELOPMENT RIGHT

3.1. BAPL hereby appoints, authorizes and permits the Developer and the Developer hereby agrees, accepts and undertakes to develop the Project on the Said Land and generally, to undertake the development, design, engineering, procurement, construction, completion, commissioning and implementation of the Project.

3.2. More particularly it is hereby agreed that the Developer shall, at its sole costs, expenses and using its own resources, undertake and be liable for the following with respect to the Project:

3.2.1. constructing upon and developing the Said Land in accordance with the terms of this Agreement and for this purpose entering into the Said Land and defending possession thereof;

3.2.2. financing, designing and construction of the Project;

3.2.3. engaging architects, civil engineers, structural engineers, mechanical and/or electrical engineers, supervisor(s), surveyors and such other professionals as may be required from time to time;

3.2.4. excavating the Said Land and demolishing all structures thereupon, provided that,





the Developer shall account for and handover sales proceeds upon sale of debris from the Said Land to BAPL; provided further that, all fossils, coins, articles of ancient value or antiques and/or remains of geological and/or archaeological value of interest if found and/or retrieved from any part of the Said Land shall be the absolute property of the Government of West Bengal and the Developer shall ensure protection of the same until removal and/or retrieval by the Government of West Bengal;

- 3.2.5 applying for and obtaining all Applicable Permits;
- 3.2.6 taking all necessary steps to divert all pipes, cables or other conducting media in, under or above the Said Land for the purpose of the Project;
- 3.2.7 installing all electricity, gas, water and surface and foul water drainage systems on the Said Land and serve such notices and enter into such agreements with statutory authorities or other companies as may be necessary for installation of the aforesaid services;
- 3.2.8 giving all necessary notices under Applicable Law for the demolition and clearance of the Said Land and development thereof, as contemplated herein;
- 3.2.9 complying with and/or procuring compliance with all conditions attaching to the building permission and any other permissions which may be granted during the course of development;
- 3.2.10 obtaining approval of the building plan;
- 3.2.11 incurring all costs, charges and expenses for the purpose of constructing, erecting and completing the Project in accordance with the sanctioned plan;
- 3.2.12 not allowing any Person to encroach nor permitting any encroachment by any Person into or upon the Said Land or any part or portion thereof and take all steps as may be required for removing trespassers, unauthorized occupants and/or tenants from the Said Land;
- 3.2.13 undertake complete planning, designing and obtaining approval of the building plan;
- 3.2.14 construction of the Units as per the approved building plan and technical specifications;
- 3.2.15 supervision of construction of the Project; and
- 3.2.16 bearing and paying all the Development Costs.

#### 4. IMPLEMENTATION OF THE PROJECT

##### 4.1 Approvals and Sanctions

- 4.1.1 The Developer shall, in consultation with BAPL, prepare and submit to GCITA (Golden City Industrial Township Authority) a comprehensive construction plan for





the Project Period ("**Construction Plan**"), for its approval. After the Construction Plan has been finally approved by BAPL, the Developer shall not be entitled to make any deviations from such approved Construction Plan, without the prior written consent of BAPL.

- 4.1.2 The Developer shall apply for (on behalf of BAPL where required) and obtain all permissions and approvals and registrations necessary from appropriate authorities including WBHIRA and GCITA (Golden City Industrial Township Authority) or other authorities for development of the Project, including any permissions and approvals required for demolition of existing structures and commencement of construction.
- 4.1.3 The Developer shall, in consultation with BAPL, prepare the necessary plans for construction of the Project at the Said Land with a maximum permissible floor area ratio as may be available and/or permissible under Applicable Laws for the time being in force through the Architect and shall submit the plans to GCITA (Golden City Industrial Township Authority) and other relevant authorities, if any, for sanction of the said plans.
- 4.1.4 BAPL hereby agrees to sign and execute such maps, plans and any other papers as may be required from time to time to enable the Developer to obtain the sanction of the plan and also to obtain all other Applicable Permits as may be necessary or required from time to time.
- 4.1.5 The Developer hereby undertakes to make necessary applications to the electricity board, water supply and sewerage board and/or to such other authority(s) concerned for obtaining the electrical connections, water and drainage connections and also for obtaining Applicable Permits in accordance with this Agreement. All costs and expenses for obtaining such connections, permits, quotas etc., shall be borne solely by the Developer.
- 4.1.6 The Developer hereby undertakes to comply with the environment norms for the Project at its own cost.

#### 4.2 Compliance with Technical Specifications and Drawings

- 4.2.1 The construction of the Project shall be as per the technical specifications set out in the National Building Code of India ("**NBCI**") or relevant Bureau of Indian Standards Code of Practices ("**BIS Codes**"). In the event the NBCI or BIS Codes do not provide specification for any item, the provisions of Applicable Laws shall apply.
- 4.2.2 The Developer shall appoint a dedicated architectural firm and/or in-house architects to undertake all the architectural planning and designing of the Project ("**Architect**"). The detailed foundation (including pile foundation if required), architectural, structural, plumbing, electrical and other drawings, layouts of all constructions and all external services shall be prepared by the Architect in accordance with the applicable technical specifications (collectively the "**Drawings**"). The Drawings shall, upon approval, form part of the Agreement.
- 4.2.3 The construction/development of the Project shall be strictly in accordance with the sanctioned plans as approved by the appropriate authority including GCITA (Golden City Industrial Township Authority) and the Drawings, in keeping with Good Industry





Practices followed in similar projects.

- 4.2.4 The construction/development of the Project shall be strictly in accordance with WBHIRA and the rules made thereunder. BAPL shall not be considered as or construed to be a promoter of the Project under the provisions of any Applicable Laws, including WBHIRA as may be amended, modified or supplemented from time to time and the Developer shall be exclusively liable for and shall bear all claims and liabilities that may arise in this regard and the same shall be reflected in all documents executed with purchasers of units in the Project.

#### 4.3 Materials, Labourer and Employees

- 4.3.1 The Project to be constructed by the Developer at the Said Land and the materials to be used therein shall be of standard marketable quality and no sub-standard or defective materials shall be used by the Developer.
- 4.3.2 The labourers and employees engaged in the construction/ completion or in any other aspect of the Project shall at no times be treated to be the employees and/or labourers and/or Persons engaged or appointed by BAPL.
- 4.3.3 The Developer shall comply with or cause to be complied with all Applicable Laws, health and sanitary arrangements and safety provisions in regard to the labour directly or indirectly employed by it.
- 4.3.4 The Developer shall remain liable for the payment and shall pay or cause to be paid all wages or other moneys to its employees and for those employed by its sub-contractors (engaged directly or indirectly) from time to time in connection with the Project.

#### 4.4 Supervisor

- 4.4.1 The Developer shall employ at its own cost, a competent Quality Control Advisor as deputed by BAPL, as the supervisor, to direct, inspect, monitor and supervise the progress and quality of construction and development of the Project ("Supervisor").
- 4.4.2 The Supervisor shall monitor the implementation of the Project, review the Drawings, conduct periodic verification of the progress of the Project, and discharge its duties and functions substantially in accordance with the terms of this Agreement.

#### 4.5 Insurance

- 4.5.1 The Developer shall obtain and maintain adequate insurance policies in respect to the material, labourers and employees in relation to the Project, in accordance with Applicable Laws. The premium shall be payable by the Developer.

### 5. PROJECT MONITORING

- 5.1 BAPL shall have the right to monitor the Project to determine whether the Project is being





implemented in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practices. It is, however, clarified that the obligation to ensure that the Project is implemented and completed in accordance with this Agreement, Applicable Laws and Good Industry Practices shall lie solely with the Developer.

5.2 The Developer agrees and undertakes to comply with the reporting requirements hereunder:

5.2.1 the Developer shall provide a written intimation to BAPL prior to commencing construction of any new building or phase in/of the Project;

5.2.2 the Developer shall keep BAPL adequately informed about the progress of the Project from time to time by making available periodic reports, at least once a quarter;

5.2.3 the Developer will provide any and all information to BAPL promptly after becoming aware of any actual, pending or threatened material litigation, arbitration, claim or labour disputes relating to the Project; and

5.2.4 BAPL shall be entitled to access the Said Land for monitoring the Project upon reasonable prior notice being given to that effect.

## 6. PAYMENT

6.1 To keep transparency and trust among the Parties, all the payments made and/ or amounts expended towards development of the Project shall be done through the Project Bank Account operational by both the Parties to this Agreement and in accordance with provisions of Clause 9 of this Agreement.

## 7. COMPLETION OF THE PROJECT

7.1 The Developer hereby agrees that it shall commence development and construction of the Project from November 2020 ("Commencement Date") and the entire Project shall be completed within a period 36 months from the Commencement Date, i.e. by November 2023 ("Project Period").

7.2 In the event that the Developer fails to complete the Project within the Project Period or fails to complete any phase of the Project within the time frame stipulated above, then the Developer shall be liable as per WBHIRA, 2017.

### 7.3 Completion Certificate

7.3.1 Upon completion of the construction of any part/whole of the Project by the Developer, the Developer shall obtain a certificate for completion for that part of the Project ("Completion Certificate") from the West Bengal Housing Industry Regulatory Authority and other Governmental Authorities, after satisfying BAPL that the Project or such part thereof has been developed in accordance with the sanctioned plan and the Drawings and in accordance with the Applicable Permits.

7.3.2 If BAPL or its duly constituted agent, determines that the Project or any part thereof does not conform to the provisions of this Agreement, it shall forthwith intimate the





Developer of such defects and the Developer shall as soon as possible, remedy and rectify such defects or deficiencies. Such procedure shall be repeated as necessary until such defects or deficiencies are rectified to the satisfaction of BAPL, and the West Bengal Housing Industry Regulatory Authority and other Governmental Authorities issue the Completion Certificate.

#### 7.4 Defect Liability Period

7.4.1 The Developer shall be responsible for all defects and deficiencies in the construction of the Project for a period of five (5) years from the respective dates of handing over possession of Units to the purchasers Units in the Project ("**Defect Liability Period**"). and it shall have the obligation to repair or rectify, at its own cost, such defects and deficiencies. In the event the Developer fails to repair or rectify such defect or deficiency within a reasonable period, BAPL shall be entitled to get the same repaired or rectified at the Developer's risk and cost. All costs incurred by BAPL hereunder shall be reimbursed by the Developer to BAPL within 15 (fifteen) days of receipt of demand thereof. The Parties agree and acknowledge that the recourse specified in this Clause shall be without prejudice to any other rights or remedies available to BAPL against the Developer in the event of identification of any defects and deficiencies in the construction of the Project.

### 8. COMMERCIAL ARRANGEMENT

8.1 The Parties hereby agree that BAPL's investment towards the Project is limited to providing the Said Land only, while the Developer shall be required to bear the sole costs and expenses for the construction and development of the Project as per the sanctioned plan.

#### 8.2 Revenue Sharing Arrangement

8.2.1 In consideration of the Developer agreeing to develop, construct, complete and implement the Project and meet all expenses incurred in connection therewith, the Developer shall be entitled to 75% (seventy five per cent) of the Revenue ("**Developer's Share of Revenue**").

8.2.2 In consideration of BAPL hereby granting development rights to the Developer, BAPL shall be entitled to 25% (twenty five per cent) of the Revenue ("**BAPL's Share of Revenue**").

8.2.3 The Parties agree that the aforesaid Developer's Share of Revenue and BAPL's Share of Revenue may undergo revision on account of renegotiation of commercial terms by the Parties in the event that the Developer fails to complete the Project or any phase thereof within the timelines stipulated in Clause 7.1 above, in which case, the Parties shall take appropriate steps to share the Revenue in the revised ratio.

8.2.4 In addition to BAPL's Share of Revenue, upon the sale of each Unit by BAPL, except the units meant for BAPL, BAPL will receive 3% (three per cent) of the sale price of the Unit, as brokerage charges.

### 9. PROJECT BANK ACCOUNT AND ACCOUNTING

9.1 All Realizations made from transfer of the Transferable Areas or any part thereof, or in any





way relating to the Project shall be deposited in the Project Bank Account in the name and style of 'Aeroplaza Escrow Account No. \_\_\_\_\_' to be opened with such branch of such bank in Kolkata/ Durgapur as may be mutually agreed between the Parties ("**Account Bank**"). The cheques /pay orders and other negotiable instruments in respect of such Realizations shall be received in the name of the Project Bank Account and shall be deemed to have been received by the Parties in the Revenue Sharing Ratio and be absolutely binding on the Parties hereto.

9.2 Subject to Applicable Law, all Realizations shall be distributed through the Project Bank Account on the strength of irrevocable standing instructions of the Developer to the Account Bank, after such standing instructions being approved in writing by BAPL, in the manner defined below:

9.2.1 70% (seventy percent) of the Realizations shall be transferred to a current account ("**HIRA Account**"); and

9.2.2 the remaining 30% (thirty percent) of the Realizations shall be transferred to an escrow account ("**Escrow Account**"),

which accounts are required to be maintained with the Account Bank in terms of the Applicable Law.

9.3 From the amounts transferred to the HIRA Account, such amounts as may be permitted to be withdrawn from the HIRA Account on the basis of certificates and approvals received in accordance with the provisions of WBHIRA, and rules and regulations made there under, shall be transferred to the Escrow Account, at such frequency as may be mutually agreed by the Parties. The balance amounts (if any) shall be retained in the HIRA Account in accordance with Applicable Laws.

9.4 It is agreed between the Parties that, subject to Applicable Laws, all Realizations deposited/transferred to the Escrow Account shall be distributed/transferred to the accounts of BAPL and the Developer in accordance with the mechanism as defined below:

9.4.1 an amount equivalent to BAPL's Share of Revenue shall be credited to the designated bank account of BAPL;

9.4.2 from the balance amount, the Developer shall utilize an amount equivalent to the project costs as certified by a chartered accountant; and

9.4.3 Thereafter, the balance amount in the Escrow Account shall be transferred into the Developer's bank account.

9.5 Such payments shall be paid / transferred from the Escrow Account to the respective payees every 7(Seven) days. The Parties agree that in the event it is found that any distributable amount which has been transferred to the bank account of any Party hereunder, duly belonged to the other Party in terms of this Agreement and has been wrongfully transferred, then the Party who is entitled to receive such amount shall give a written notice to the other Party, giving all details of such wrongful transfer along with supporting documents and details of the bank account into which such wrongfully transferred amount should be deposited by the other Party. Upon receipt of such notice, the Party who has received such wrongful transfer shall within a period of seven (7) days from the date of receipt of such notice, transfer such amount into the bank account of the Party who has given such notice without any interest.

9.6 The accounting in respect of the Project shall be done on a quarterly basis by the Developer.





The accounting year of the Project shall be from 1<sup>st</sup> April to 31<sup>st</sup> March and all books of accounts and records shall be kept at the registered office of the Developer or such other place, as may be mutually agreed by the Parties from time to time. BAPL and its authorized representatives shall, after giving a prior notice of seven (7) working days, be entitled to inspect the books of accounts and records so maintained by the Developer in relation to the Project and the Developer undertakes to facilitate and provide all cooperation in connection with such inspection.

- 9.7 The final accounting in respect of the Project shall be completed within 60 (sixty) days of completion of the assignment and transfer of all the Transferable Areas in the Project or earlier if the Parties mutually agree and all amounts and balances lying in the Project Bank Account, HIRA Account and the Escrow Account shall be appropriated in the Revenue Sharing Ratio.
- 9.8 On or before the 3<sup>rd</sup> day of every succeeding month, the Developer shall provide BAPL figures of the Revenue generated by the Developer from the Project, duly certified by the operations team of the Developer. The Developer shall also provide its annual Revenue figure to be duly certified by the statutory auditor of the Developer on or before 30<sup>th</sup> day of May of the succeeding financial year, with respect to the Revenue achieved during the previous financial year.
- 9.9 BAPL may, in its sole discretion, require the Developer to conduct an independent audit of such monthly figures and/or the annual Revenue figure. In the event that such a request is made by BAPL, an independent auditor shall be appointed with the mutual consent of BAPL and the Developer, at the Developer's cost. The Developer shall provide all documents and records which are available with and in possession of the Developer, as may be required by the independent auditor and shall fully cooperate and provide all assistance as would be required for the conduct of such independent audit. It is hereby agreed between the Parties that, in case of any difference between the figures arrived at by the Developer's chartered accountant and the independent auditor, the independent auditor's valuation shall be deemed as final and shortfalls determined in BAPL's Share of Revenue, if any, for the month/year under review, shall be paid (along with interest) by the Developer within seven (7) days of notice by BAPL to the Developer, regarding the same.

## 10. TRANSFER OF TRANSFERABLE AREAS

10.1 Assignment and transfer of the Transferable Areas to intended third party purchasers shall be effected in the manner provided in Clause 10.2 below, subject to satisfaction of the following conditions:

10.1.1 the base price for the Transferable Areas shall:

- (a) for each shop on the ground floor of the Project, not be less than INR 2700 (Indian Rupees two thousand seven hundred) per square feet;
- (b) for each shop on 1st (first) floor of the Project, not be less than INR 2600 (Indian Rupees two thousand six hundred) per square feet; and
- (c) for each shop on 2nd (second) floor, not be less than INR 2150 (Indian Rupees two thousand one hundred and fifty) per square feet.





Notwithstanding the above, the aforementioned rate is subject to revision through mutual agreement of the Developer and BAPL keeping in view the market practice and trend in and around the locality where the Project is located;

- 10.1.2 such assignment and/or transfer is effected through a tripartite agreement between BAPL, the intended purchaser and the Developer;
  - 10.1.3 upon payment of external development charges amounting to INR 6 (Indian Rupees six) per square feet by the intending purchasers;
  - 10.1.4 upon payment of consideration; and
  - 10.1.5 upon payment of stamp duty, registration fees, fees of advocates/ solicitors and other miscellaneous expenses.
- 10.2 For assignment and transfer of the Transferable Areas to intending buyers, BAPL agrees to transfer by way of an assignment, the proportionate undivided share in the land of the Said Land to such intending buyers and all Realizations from the sale proceeds shall be deposited in the Project Bank Account.
- 10.3 [In case at any time after the sanction of the plans for the Project, any additional area beyond those sanctioned thereunder can be constructed lawfully at the Said Land or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the Revenue realized from assignment and transfer of such additional construction and all appertaining right, title and interest therein and in the Said Land shall accrue to and belong to BAPL and the Developer in the applicable Revenue Sharing Ratio and such additional construction shall be developed on the same principles herein contained.]<sup>1</sup>
- 10.4 The Developer shall, at its own costs and expenses:
- 10.4.1 undertake all the marketing of the Transferable Areas i.e. (i) advertise, publicize, put hoardings, for the Project save and except that BAPL shall put up hoardings on (A) National Highways and (B) Airport Terminals; and (ii) appoint brokers and other agents and the amounts paid to such brokers and/or agents being part of the total Development Costs for the purpose of this Agreement;
  - 10.4.2 adopt and spearhead a centralized sales policy to effect the transfers of the Transferable Areas in the Project; and
  - 10.4.3 otherwise do all acts, deeds and things required for marketing of the Transferable Areas in the Project.

## 11. TAXES AND DUTIES

- 11.1 All existing and future municipal and other rates, levies and taxes payable to any Governmental Authority in respect of the Said Land, shall be borne, paid and discharged by the Developer in accordance with Applicable Law. Further, the Developer shall pay all taxes





and/or expenses, present or future, pertaining to its operations from the Said Land, including without limitation, license fees and costs payable for obtaining the necessary trade and business licenses for the Project and entertainment taxes, if any, in respect of the Project.

11.2 The Parties shall bear their respective income tax liabilities.

11.3 In the event of non-payment or delay in payment by the Developer, of its payment obligations, as specified in this Clause 11, the Developer alone shall be liable for payment of the arrears along with all penalties, interest, charges etc., as may be charged and/or chargeable by the relevant authority and shall ensure that BAPL is not made liable thereof in any manner whatsoever.

## 12. AUTHORITY

12.1 In order to facilitate the Developer to undertake the Project as contemplated in this Agreement, BAPL agrees and undertakes to appoint the Developer as its constituted attorney and authorized representative, for the aforesaid purpose and shall grant to the Developer the powers stated in **Schedule III** hereto in relation to the Said Land.

## 13. DEFAULT

13.1 Notwithstanding anything stated herein, the Parties hereby agree and acknowledge that if any amounts required to be paid by the Developer to BAPL hereunder remains unpaid on the due date for such payment, BAPL shall have lien on the Escrow Account for the recovery of such amounts. Further, in such event, the Developer shall be liable to pay to BAPL, interest 16% (Sixteen percent) per annum upon the unpaid amount for every day of delay, without prejudice to any other rights that BAPL may have under law, equity or contract.

13.2 The Developer agrees and acknowledges that development of the Project is essential for the Aerotropolis. Accordingly, in the event of a default by the Developer hereunder, which default remains un-remedied to the satisfaction of BAPL till 60 (sixty) days of the receipt of notice by the Developer, then, without prejudice to any other rights that BAPL may have under law, equity or contract, BAPL shall have the right to take over and complete such scope of work for the account and at the risk and cost of the Developer and the following consequences shall ensue:

13.2.1 the Developer shall have no right, title or interest in the Said Land or the Project or any part or portion thereof and the Developer shall further not be entitled to claim any charge on the Said Land and/or the Project any part or portion thereof, in any manner whatsoever;

13.2.2 the Developer shall cease all operations and activities from the Said Land and shall henceforth not be entitled to carry on any operations or activities in the Said Land or for the Project;

13.2.3 the Developer shall hand over/surrender peaceful possession of the Said Land and the Project, free from all encumbrances to BAPL and remove from the site all such moveable assets which are not taken over by or transferred to BAPL; and

13.2.4 it shall be lawful for BAPL at any time thereafter to re-enter upon the Said Land or upon any part thereof and to repossess and enjoy the same in its existing state, with





or without any buildings or facilities of the Developer as may be standing thereon, without prejudice to any right of action or remedy of BAPL in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Developer herein contained

#### 14. OBLIGATIONS OF THE PARTIES

##### 14.1 Obligations of BAPL

BAPL hereby undertakes:

- 14.1.1 to handover vacant and peaceful possession of the Said Land to the Developer, as per the plans of construction submitted by the Developer to BAPL prior to commencement of the Project and in accordance with the terms of this Agreement;
- 14.1.2 to allow the Developer to bring, deposit in and remove from the Said Land all such materials, plant, equipment, appliances and effects as may be required or expedient for the execution of the Project;
- 14.1.3 not to sub-let, transfer or assign the Said Land to any third party; and
- 14.1.4 to provide infrastructure as such as water supply, sewerage connection to the boundary limit of the Said Land and road network access to the Said Land.

##### 14.2 Obligations of the Developer

The Developer hereby agrees, undertakes and covenants that it shall, at its own cost and expense:

- 14.2.1 take all such steps as may be required for the timely execution, promotion, development and implementation of the Project;
- 14.2.2 apply for and obtain all the Applicable Permits of any nature in relation to development of the Said Land and/or Project or any part or portion thereof;
- 14.2.3 apply for and obtain registration under the WBHRA and develop the Project in strict compliance with WBHRA and the rules promulgated under it, with regard to construction, advertisement, sales and in all other matters;
- 14.2.4 remain responsible for due compliance with all Applicable Laws/ statutory requirements in respect of the construction and development of the Said Land and/or Project and the Developer shall ensure that the said Applicable Laws/ statutory requirements are duly complied with;
- 14.2.5 arrange for the maintenance of the Project facilities and infrastructure facilities within the Said Land and pay for the maintenance charge to the specified maintenance body entrusted with the responsibility for maintaining the facilities;
- 14.2.6 proceed diligently and execute and complete the development work in a good and workmanlike manner with good quality materials free from any latent or inherent defects, as per the sanctioned plans;





- 14.2.7 take all necessary action to enforce the due, proper and prompt performance and discharge by the contractors/ sub-contractors and/or any other persons of their respective obligations under their respective contracts relating to the work of development;
- 14.2.8 on and from the Effective Date, make proper provision for safety and security of the Said Land;
- 14.2.9 apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- 14.2.10 without creating any financial or other liability (save and except agreed hereunder) on BAPL, construct, erect and complete the Project or part thereof pursuant to the plans to be sanctioned by sanctioning authorities and as per the Drawings;
- 14.2.11 periodically or as and when reasonably requested by BAPL, keep BAPL informed about the progress of the Project;
- 14.2.12 inform BAPL about the booking of sale of the Units and provide copies of the signed application form and /or agreements, as and when available;
- 14.2.13 weekly provide the sales report to BAPL;
- 14.2.14 provide information on a weekly basis about the available stock of Units;
- 14.2.15 take approval from BAPL before executing or distributing application forms, general terms and conditions, templates of agreements for sale, deeds, marketing brochures, leaflets, and/or any and all other documents proposed to be executed with the intended third party purchasers;
- 14.2.16 ensure that there are no encroachers upon the Said Land; appoint security staff for the said purpose; take steps for eviction of unauthorised occupants on the Said Land in consultation with BAPL; put up fences, walls etc. for the said purpose;
- 14.2.17 bear and make timely payments of all charges, rates, taxes, levies, outgoings, deposits (including security deposits or assessments) and other charges and costs and expenses (including expenses relating to approvals in respect of the Said Land) as per terms of this Agreement and/or any Applicable Laws;
- 14.2.18 immediately notify BAPL if it believes that any Applicable Permit is in imminent danger of being revoked or suspended, or that any material action is pending, being considered or being, or could be, taken to revoke or suspend Developer's Applicable Permit, or to fine, or penalize the Developer, or that any action is pending, being considered, or being, or could be, taken to discontinue, suspend, deny, decrease or recoup any payments due, made or coming due to Developer, in each case if same could reasonably be expected to affect the Project, and provide BAPL with a detailed plan of action as to rectify the issues thereto;
- 14.2.19 furnish to BAPL, promptly after receipt thereof, notices regarding correspondence





or materials filed in connection with any actions, suits, and proceedings before any Governmental Authority or arbitrator that would be reasonably expected to affect the Project;

- 14.2.20 maintain accurate, up-to-date and complete financial records pertaining to the Project in accordance with the requirements of Applicable Laws and this Agreement and make available and provide copies of the same to BAPL for inspection and provide BAPL with such further information, explanations and other assistance as may be reasonably required by the BAPL or any of its authorized representatives for the purpose of checking any of such record;
- 14.2.21 be fully responsible for any deviation or unauthorised construction or any accident or mishap while developing the Project and shall always keep BAPL indemnified against all losses, claims or liabilities, if any, arising out of such accident or mishap; and
- 14.2.22 bear all Development Costs;
- 14.2.23 to fix the pricing of the Units and subsequent revision thereof, in consultation with BAPL.
- 14.2.24 Solely be responsible for any claims and/or dispute by any third party/ transferees for breach of covenants, representations of the Developer as regards the transfer of Units in favour of the transferees. The transferees shall have recourse only against the Developer;
- 14.2.25 comply with all applicable provisions of the Lease Deeds and the JVDA executed between BAPL and WBIDC to the extent and as far as they are applicable to the Said Land; and
- 14.2.26 make payment of administrative fee, transfer fee, annual lease rent and /or any other payments or charges payable to WBIDC in respect of the Said Land.

#### 14.3 Mutual Obligations

BAPL and the Developer do hereby covenant with each other as follows:

- 14.3.1 they will duly comply with their respective obligations specified under this Agreement to ensure smooth completion of the development of the Project;
- 14.3.2 neither Party will intentionally do or cause to be done any act, deed, matter or thing whereby or by reason whereof development of the Said Land is in any way hindered or obstructed;
- 14.3.3 to do all acts, deeds, matters and things as may be necessary and/or required to be done by them from time to time for undertaking and completing development of the Project; and
- 14.3.4 the parties will cooperate with each other in undertaking marketing of the Project and may make individual sales, provided that each sale as made by each individual party should be conveyed to the other party including the price at which such Unit has been sold.





15. **SUBCONTRACTING**

- 15.1 The Developer shall not subcontract its obligations under this Agreement in whole to a third party for the performance of the Agreement. The Developer may however, sub-contract portions of the Agreement to third parties deemed qualified by it. The Developer shall be responsible for the acts, defaults and neglects of any sub-suppliers, sub-contractors, its agents or employees as fully as if they were its acts, defaults or neglects.

16. **REPRESENTATION AND WARRANTIES**

- 16.1 Each of the Parties represents to the other Party that as on the date hereof:
- 16.1.1 such Party is duly organised and validly existing under the laws of India and has all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof;
- 16.1.2 all consents and all legislative, administrative and other governmental action including the respective Party's board approvals required to authorise the execution, delivery and performance by such Party and the transactions contemplated hereby have been taken or obtained and are in full force and effect, except to the extent of such actions which by the terms hereof are to be taken at a future date;
- 16.1.3 assuming the due authorisation, execution and delivery hereof by the other Party, this constitutes legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- 16.1.4 such Party's entry into this Agreement, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes;
- 16.1.5 the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organisational or governance documents of such Party; (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; or (iii) violate any order, judgment or decree against, or binding upon the Party or upon its respective securities, properties or businesses;
- 16.1.6 there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending or to its best of knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder; and





16.1.7 it will comply with all Applicable Laws, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which might cause or otherwise result in a breach of the Agreement or cause any detriment to the transactions herein envisaged.

16.2 The Developer hereby further represents and warrants that:

16.2.1 it has the necessary experience, capability and infrastructure to carry out the development and infrastructure work for the said Project;

16.2.2 each set of accounts provided/to be provided by the Developer under this Agreement are and will be a true and fair state of the financial affairs and condition of the Developer/Project as for the period for which such accounts relate;

16.2.3 each plan pertaining to the Project is and will be prepared in good faith with proper care and diligence and represents/ will represent fair, reasonable and complete information, estimates and forecasts and has no/ would have no material omissions;

16.2.4 all other information provided to the BAPL under this Agreement is true, accurate and complete in all material respects; and

16.2.5 it has adequate funds to undertake the Project.

## 17. INDEMNITY

17.1 Each Party ("**Indemnifying Party**") hereby agrees to indemnify and save harmless the other Party, its directors, officers and employees ("**Indemnified Parties**") promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages) (collectively, "**Losses**") arising from or in connection with any actions, suits, claims, proceedings, judgments relating to or arising out of any inaccuracy in or breach of the representations and warranties or non-performance of the covenants or obligations of the Indemnifying Party under this Agreement or any liabilities pertaining to the Said Land and/or the Project ("**Claim**").

17.2 The Indemnified Parties shall be entitled to make a Claim by issuing a notice in writing to the Indemnifying Party and the Indemnifying Party shall pay an amount equal to the Losses within 30 (thirty) days from the date of such notice of the Indemnified Parties.

17.3 The indemnification rights of the Indemnified Parties under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

## 18. FORCE MAJEURE

18.1 "**Force Majeure**" means a case of war, flood, drought, fire, cyclone earthquake or any other





calamity caused by nature affecting the regular development of the Project and/or blockade by local villagers.

- 18.2 The Developer shall give notice to BAPL in writing of the occurrence of any Force Majeure event as soon as the same arises or as soon as reasonably practicable and in any event within seven (7) days after the Developer knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.
- 18.3 In the event of a Force Majeure, the obligations of the Developer shall be suspended during the period of continuation of such Force Majeure event and the timelines shall be extended by the period for which such Force Majeure event continues.
- 18.4 The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure event.

## 19. CONFIDENTIALITY

- 19.1 Each Party shall, keep all information and other materials passing between it and the other Party in relation to the transactions contemplated by this Agreement, including the terms and conditions of this Agreement (the "Information") confidential and shall not without the prior written consent of the other Party, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement except to the extent that:
- 19.1.1 such Information is in the public domain other than by breach of this Agreement;
- 19.1.2 such Information is required to be disclosed to the employees and professional advisors including auditors, tax consultants, etc., on a need to know basis;
- 19.1.3 such Information is required or requested to be disclosed by any Applicable Law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;
- 19.1.4 any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party hereto;
- 19.1.5 the extent the same is disclosed in connection with the performance of obligations or the exercise of rights under this Agreement; or
- 19.1.6 any Information, materially similar to the Information, shall have been independently developed by a Party without reference to any information furnished by the other Party hereto.
- 19.2 In the event that any Party is requested or becomes legally compelled to disclose the existence of this Agreement and the proposed transaction or any of the terms hereof in contravention of the provisions of this Clause, such Party (the "Disclosing Party") shall provide the other Party (the "Non-Disclosing Party") with prompt written notice of that fact so that the appropriate Party may seek (with the cooperation and reasonable efforts of the





other Party) a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing Party shall furnish only that portion of the information, which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information to the extent reasonably requested by any Non-Disclosing Party. The Parties further agree that the contents of such disclosure shall be agreed in advance between the Parties and the Parties shall immediately respond in this regard.

## 20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 The formation, validity, interpretation, execution, termination and settlement of disputes and differences under this Agreement, and any and all claims arising directly or indirectly from the relationship between the Parties (such dispute, difference or claim hereafter referred to as "Dispute") shall be governed by the laws of India.

### 20.2 Amicable Resolution

In the event any Dispute arises, then such Dispute shall in the first instance be resolved amicably by representatives of the Parties.

### 20.3 Arbitration

20.3.1 If any Dispute as referred to in Clause 20.1 is not resolved within a period of 30 (thirty) days ("Consultation Period") from the date of reference for amicable resolution to the representatives of the abovementioned Parties, then such Dispute shall be referred to arbitration in accordance with the terms hereof. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996.

20.3.2 The place of arbitration and the seat of arbitral proceedings shall be Durgapur, Paschim Bardhaman, West Bengal, India. Any arbitral proceeding begun pursuant to any reference made under this Agreement shall be conducted in English language. The decision of the arbitral tribunal and any award given by the arbitral tribunal shall be final and binding upon the Parties.

20.3.3 The arbitral tribunal shall be composed of a sole arbitrator, if the Parties so agree. Failing such agreement within a period of 15 (fifteen) days from the end of the Consultation Period, an arbitral tribunal shall be constituted comprising of three (3) arbitrators, with each Party appointing a nominee arbitrator and such nominee arbitrators appointing the third arbitrator within a period of 15 (fifteen) days of the appointment of the last arbitrator. Where such third arbitrator has not been selected on account of a difference of opinion amongst the arbitrators, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

20.3.4 Nothing contained hereinabove shall prejudice either Party's right to have recourse to any court having jurisdiction for the purpose of interim or interlocutory orders.

20.3.5 Each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel, in connection with the arbitration proceedings, except as may be otherwise determined by the arbitrator(s).





## 20.4 Continuance of Obligations

20.4.1 Notwithstanding the existence of any Dispute between the Parties which is referred for resolution or, as the case may be to arbitration, the Parties shall, during the pendency of the process of resolution or, as the case may be, arbitration, continue to act on matters under this Agreement which are not the subject matter of the Dispute as if no such Dispute had arisen.

## 21. MISCELLANEOUS

### 21.1 Publicity

21.1.1 Announcements regarding the proposed transaction or the involvement of the Parties in relation thereto shall be made in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public only with the mutual consent of the Parties. The content of such announcements, if any, shall be agreed to in advance by the Parties.

### 21.2 No Waiver of Rights

21.2.1 No failure or delay by any Party in exercising any claim, power, right or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof or of any other power, right or privilege. Any remedy or right conferred on a Party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

### 21.3 Additional Obligations

21.3.1 The Parties hereby agree that in addition to the obligations of the Developer contained in the Agreement, in relation to the Aerotropolis, the Developer shall undertake the mutually agreed upon scope of work, for the consideration mutually agreed upon by both the Parties, and as per the terms and conditions contained in the relevant agreements executed by them for such purpose.

### 21.4 Notices

21.4.1 All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to be given if delivered personally, faxed (where applicable), emailed, sent by internationally-recognized courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth below or to such other address as the Party to whom notice is to be given may have furnished to the other Party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (A) in the case of personal delivery, internationally recognized courier or mail, on the date of such delivery and (B) in the case of fax or email, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested).





In the case of notice to BAPL, to:

Attention: Mr. Arindam Banerjee  
Address: 5, Gorky Terrace, 1st Floor, Kolkata 700 017  
E mail: arindam.banerjee@bengalaero.com  
Phone: +91-9830964369

In the case of notice to the Developer, to:

Attention: Mr. Mukul Paul  
Address: Vill- Dubchururia P.O-Andal Gram P.S- Durgapur District- Burdwan Pin- 713321  
E mail: hydropowerconstructiondgp@gmail.com  
Phone: +91-9734740107

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the other Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

#### 21.5 Entire agreement

21.5.1 This Agreement constitutes the whole agreement between the Parties and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this Agreement.

#### 21.6 Amendment

21.6.1 No amendment to this Agreement shall be effective unless in writing and executed by the Parties hereto.

#### 21.7 Severability

21.7.1 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in place, effective and enforceable by and against the Parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible.

#### 21.8 Costs

21.8.1 Each Party shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement. All costs, charges and expenses for stamp duty and registration charges payable on this Agreement shall be paid and borne by Developer.





## 21.9 Further Assurance

21.9.1 The Parties shall use their reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understandings contained in this Agreement.

## 21.10 Legal and Prior Rights

21.10.1 All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of any Party hereto, which shall or may have accrued prior thereto.

## 21.11 Independent Contractors

21.11.1 The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship.

## 21.12 Assignment

21.12.1 Save as provided hereinabove, the Developer shall not be entitled to assign its rights, benefits, privileges, liabilities or obligations under this Agreement without the prior written consent of BAPL. Notwithstanding anything stated herein, BAPL may assign its interest or delegate or transfer all or any of its rights and responsibilities hereunder to any other entity as it may deem fit.

## 21.13 Exclusion of Implied Warranties etc.

21.13.1 This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

## 21.14 Counterparts

21.14.1 This Agreement may be executed in multiple counterparts and delivered via facsimile, electronic mail or PDF copy, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]





IN WITNESS HEREOF, the Parties hereto, through their duly authorised officials, have executed this Agreement in duplicate, each of which shall be considered an original, effective as of the day and year first written hereinabove.

FOR **BENGAL AEROTROPOLIS PROJECTS LIMITED**

For Bengal Aerotropolis Projects Limited

*Anju Madeka*

Authorised Signatory

AUTHORISED SIGNATORY



NAME: **ANJU MADEKA**

TITLE: **PRESIDENT & CFO**

WITNESSED BY:

*Nilanjana Chatterjee*  
27/11 Andal Road  
Lekhuli Howrah - 711109

For **HYDRO POWER ENGG CONSTRUCTION COMPANY**

Hydro Power Engineering Construction Co.

*Mukul Paul*

Partner

AUTHORISED SIGNATORY

NAME: **MUKUL PAUL**

TITLE: **PARTNER**

WITNESSED BY:

*Abhoy Mukherjee*  
(**ABHOY MUKHERJEE**)  
VIH - DUBCHURURIA  
- ANDAL GRAM  
PIN - 713321



**SCHEDULE II – SAID LAND**

**ALL THAT** piece and parcel of land admeasuring 0.919 (zero point nine one nine) acres or thereabouts, situated at Mouza-Andal, District-Paschim Bardhaman, 0.001 (zero point zero zero one) acre in Dag No. 1001, 0.052 (zero point zero five two) acre in Dag No.1002, 0.06 (zero point six) acre in Dag No. 1003, 0.045 (zero point four five) acre in Dag No. 1077, 0.056 (zero point zero five six) acre in Dag No.1100, 0.107 zero point one zero seven) acre in Dag No.1101, 0.163 (zero point one six three) acre in Dag No.1104, 0.01 (zero point zero one) acre in Dag No.1104, 0.264 (zero point two six four) acre in Dag No.1106 & 0.161 (zero point one six one) acre in Dag No.1102/6177 comprised in Khatian No. 4009, J.L No.52, PS – Andal, District – Paschim Bardhaman, West Bengal within the Aerotropolis Project.

Bounded by:

On North: Part of LR Dag Nos. 1077, 1100 & 1102

On South: Part of LR Dag Nos. 1104 & 1106.

On East: 29 Meter wide Airport Access Road.

On West: Defence Land.

Area Statement: 0.919 Acres								
Sl No.	Name of the Block	Name of the Mouza	Police Station	Khatian No.	J.L. No.	Dag No.	Full/Part	Land Area (Acre)
1	ANDAL	ANDAL	ANDAL	4009	52	1001	Part	0.001
2	ANDAL	ANDAL	ANDAL	4009	52	1002	Part	0.052
3	ANDAL	ANDAL	ANDAL	4009	52	1003	Part	0.060
4	ANDAL	ANDAL	ANDAL	4009	52	1077	Part	0.045
5	ANDAL	ANDAL	ANDAL	4009	52	1100	Part	0.056
6	ANDAL	ANDAL	ANDAL	4009	52	1101	Part	0.107
7	ANDAL	ANDAL	ANDAL	4009	52	1103	Part	0.163
8	ANDAL	ANDAL	ANDAL	4009	52	1104	Part	0.010
9	ANDAL	ANDAL	ANDAL	4009	52	1106	Part	0.264
10	ANDAL	ANDAL	ANDAL	4009	52	1102/6177	Part	0.161
<b>Total Area (Acre)</b>								<b>0.919</b>





### SCHEDULE III – POWER OF ATTORNEY

Known all persons by present that I, Ms. Anju Madeka daughter of Late Umedray Worah by faith – Hindu, citizen- Indian, residing at 36B, New Road, Flat 2C Sapphire Apartment, P.O. & P.S.- Alipore Kolkata-700027 appointed vide a board resolution dated 18<sup>th</sup> May 2010, duly represent M/s. Bengal Aerotropolis Projects Limited having registered office at 5 Gorky Terrace 1<sup>st</sup> floor, Kolkata – 700 017 as Authorised Representative do herein after called as “Executant”.

**WHEREAS**, M/s. Bengal Aerotropolis Projects Limited (hereinafter referred to as “BAPL”) is the lessee of the land admeasuring 0.919 (zero point nine one nine) acres situated and comprised in Khatian No. 4009, J.L No.52, PS – Andal, District – Paschim Bardhaman, West Bengal within the Aerotropolis project (more particularly described in Schedule IV hereunder written).

**WHEREAS**, on account of making a retail project within the Aerotropolis, the Executants on behalf of BAPL entered into a Joint Venture Development Agreement dated \_\_\_\_\_, 2020 with **HYDRO POWER ENGG CONSTRUCTION COMPANY**, a company registered under the Indian Partnership Act, 1932 with registration number-001709/2019, having its registered office at Village- Dubchururia P.O- Andal Gram P.S- Durgapur District- Burdwan Pincode- 713321 represented by Mr. Mukul Paul son of Late Gangadhar Paul by faith – Hindu, citizen- Indian residing at Village- Dubchururia P.O- Andal Gram P.S- Durgapur District- Burdwan Pincode- 713321 (“Attorney Holder”)

**WHEREAS**, pursuant to the Joint Venture Development Agreement, I, the above mentioned Executant hereby vest the following powers onto the Attorney:

1. To appear for and represent BAPL before all local, State or Central Government statutory bodies in connection with construction of the Project on the Said Land and to sign all letters, undertakings, indemnities etc. and submit the same as may be required or necessary for carrying out construction of the Project on the Said Land;
2. To obtain permission or approval from the concerned sanctioning and/or planning authority and/or other Governmental Authority as may be required for the development and construction of the Project on the Said Land in accordance with the Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required and to pay fees thereof;
3. To enter upon the Said Land with men and material as may be required for the purpose of development work and erect the buildings as per the building plans to be sanctioned by the concerned sanctioning authority and/or local authority;
4. To hold and defend possession of the Said Land and every part thereof and also to develop, manage, maintain, deal with and administer the Project being developed thereon and all buildings and constructions to be constructed thereon and every part thereof;
5. To sign all contracts and orders and other documents, letters, receipts, papers and writings whatsoever and to conclude all bargains and deals to accept all estimates, tenders, quotations etc. and to settle all disputes and differences in connection thereto for construction and completion of the Project on the Said Land;
6. To apply for and obtain all Applicable Permits;





7. To bear and pay all Development Costs;
8. To sign and execute all plans, sketches, maps, declarations, including boundary declaration, forms, petitions, letters or any other documents relating to or in connection with the applying for and obtaining sanction of plan in respect of the development of the Said Land;
9. To obtain delivery of the sanction plan from the concerned sanctioning authority/local authority or any other authority or authorities;
10. To apply for and obtain clearance certificate, NoCs, permissions and consents, if required, from the West Bengal Pollution Control Board for sanction of building plan/s in respect of the development and construction of the Project on the Said Land;
11. To have the Said Land surveyed and to have the soil tested for the proposed construction and development of the Project on the Said Land;
12. To apply for and obtain electricity, gas, water, sewerage, drainage, lift, and/or other connections of any other utility or facility in the Said Land from the concerned companies or sanctioning and/or planning authority and other appropriate authorities and/or to make alterations therein and to close down and/or have disconnected the same;
13. To install all electricity, gas, water and surface and foul water drainage systems on the Said Land and to serve such notices and enter into such agreements with statutory authorities or other companies as may be necessary for installation of the aforesaid services;
14. To do all necessary acts, deeds and things for the purpose of complying with all Applicable Laws for the time being in force with regard to sanctioning, modifications and/or alteration of the plans in respect of the Project on the Said Land;
15. To appoint architects, engineers, contractors, sub-contractors consultants, surveyors and other professionals as may be required and to supervise the development and construction work of the Project on the Said Land;
16. To make deposits with the concerned sanctioning and/or planning authorities and other authorities for the purpose of carrying out the development work and construction of the Project on the Said Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of BAPL in connection therewith;
17. To construct upon and develop the Said Land and designing of the Project;
18. To excavate the Said Land, provided that, all fossils, coins, articles of ancient value or antiques and/or remains of geological and/or archaeological value of interest if found and/or retrieved from any part of the Said Land shall be the absolute property of the Government of West Bengal and the Developer shall ensure protection of the same until removal and/or retrieval by the Government of West Bengal;
19. To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Said Land, which need to be diverted as a result of the Project;
20. To obtain and give rights of way, access, rights to lay drains, water mains, electric cables, telephone, fax lines, telegraph cables, etc., underground and overhead (as the case may be)





and for that purpose to obtain, give, sign, execute and deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time;

21. Not allow any Person to encroach nor permit any further encroachment by any Person into or upon the Said Land or any part or portion thereof and take all steps as may be required for removing trespassers, unauthorized occupants and/or tenants from the Said Land;
22. After completion of the construction of the Project or any phase thereof, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the West Bengal Housing Industry Regulatory Authority.
23. To enter into agreements for transfer of Units as well as all other Transferable Areas in the Project.
24. To ask for, receive and recover from all the transferees all consideration, charges, rents, deposits, service charges and other taxes and sums of moneys in respect of the Units and all Transferable Areas in the Project and grant valid and effectual receipts with respect thereto.
25. To execute from time to time all deeds of transfer for the Units and all other Transferable Areas in the Project and present the above documents/instruments for registration and admit the execution of such documents/instruments before the appropriate authorities and to receive consideration, rents, deposits thereof and grant valid and effectual receipts to the payer and deposit all such receipts in the Project Bank Account; and
26. To cause the name of transferee(s) of Units to be mutated in the records of the concerned municipal authorities, and for the aforesaid purpose to sign and execute all applications, papers, deeds, documents and instruments as the Developer in its absolute discretion may deem fit and proper.

**AND GENERALLY** to do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained; as fully and effectually as BAPL could do in person through its officers.

After completion of the development project & transfer of Developer's share this Power of Attorney will automatically stand invalid and shall have no effect upon the Attorney & Executant.





IN WITNESS HEREOF, the Parties hereto, through their duly authorised officials, have executed this Power of Attorney in duplicate, each of which shall be considered an original, effective as of the day and year first written hereinabove.

FOR BENGAL AEROTROPOLIS PROJECTS LIMITED

WITNESSED BY:

For Bengal Aerotropolis Projects Limited

  
Anju Madeka  
Authorised Signatory

Nilanjan Chatterjee  
27/11 Andal Road  
Hocraha - 741109

AUTHORISED SIGNATORY

NAME: ANJU MADEKA

TITLE: PRESIDENT & CFO




For HYDRO POWER ENGG CONSTRUCTION COMPANY

WITNESSED BY:

Hydro Power Engineering Construction Co



  
(ANIL KUMAR)  
114 - DUCHURIA  
- ANAND KURUM  
PIN - 713321

AUTHORISED SIGNATORY

NAME: MUKUL PAUL

TITLE: PARTNER

Drafted by  
Subho Sarkar Chatterjee  
Advocate  
Calcutta High Court  
F/1719/1996/2014



**SCHEDULE IV**

**ALL THAT** piece and parcel of land admeasuring 0.919 (zero point nine one nine) acres or thereabouts, situated at Mouza-Andal, District-Paschim Bardhaman, 0.001 (zero point zero zero one) acre in Dag No. 1001, 0.052 (zero point zero five two) acre in Dag No.1002, 0.06 (zero point six) acre in Dag No. 1003, 0.045 (zero point four five) acre in Dag No. 1077, 0.056 (zero point zero five six) acre in Dag No.1100, 0.107 (zero point one zero seven) acre in Dag No.1101, 0.163 (zero point one six three) acre in Dag No.1104, 0.01 (zero point zero one) acre in Dag No.1104, 0.264 (zero point two six four) acre in Dag No.1106 & 0.161 (zero point one six one) acre in Dag No.1102/6177 comprised in Khatian No. 4009, J.L No.52, PS – Andal, District – Paschim Bardhaman, West Bengal within the Aerotropolis Project.

Bounded by:

On North: Part of LR Dag Nos. 1077, 1100 & 1102

On South: Part of LR Dag Nos. 1103 & 1106.

On East: 29 Meter wide Airport Access Road.

On West: Defence Land.

Area Statement: 0.919 Acres								
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5	ANDAL	ANDAL	ANDAL	4009	52	1100	Part	0.056
6	ANDAL	ANDAL	ANDAL	4009	52	1101	Part	0.107
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9	ANDAL	ANDAL	ANDAL	4009	52	1106	Part	0.264
10	ANDAL	ANDAL	ANDAL	4009	52	1102/6177	Part	0.161
Total Area (Acre)								0.919





DATED THIS 7<sup>TH</sup> DAY OF AUGUST 2020

DEVELOPMENT AGREEMENT

BETWEEN

BENGAL AEROTROPOLIS PROJECTS LIMITED  
..... OWNER

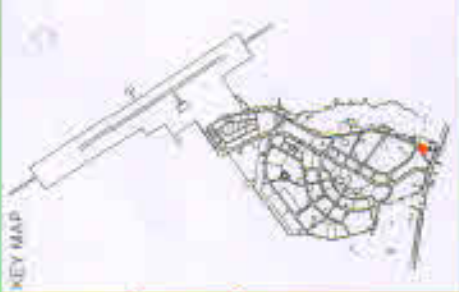
AND

HYDRO POWER ENGG. CONSTRUCTION COMPANY  
..... DEVELOPER

Mr Subhra Sankar Chatterjee  
Advocate

High Court, Calcutta.





NOTE: DIMENSIONS & AREA SHOWN IN THE DRAWING MAY DIFFER (VARY A LITTLE BIT DURING PHYSICAL MEASUREMENT OF THE PLOT)

AREA DETAILS

Area	0.919 ac
------	----------

PROPOSED SITE FOR RETAIL DEVELOPMENT, 0.919 ACRES



*Shyama Madhava*





## FORM FOR EXECUTION & FINGER PRINTS

NAME :

EXECUTION & SIGNATURE <i>Jay Modika</i>		 Little	 Ring	 Middle	 Fore	 Thumb
	( LEFT HAND )					
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little
( RIGHT HAND )						

NAME :

EXECUTION & SIGNATURE <i>Govind</i>		 Little	 Ring	 Middle	 Fore	 Thumb
	( LEFT HAND )					
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little
( RIGHT HAND )						

NAME :

EXECUTION & SIGNATURE	PHOTOGRAPH	 Little	 Ring	 Middle	 Fore	 Thumb
	( LEFT HAND )					
	Description :- Status :-	 Thumb	 Fore	 Middle	 Ring	 Little
( RIGHT HAND )						





Government of West Bengal

Department of Finance (Revenue) . Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19032000834789/2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Anju Madeka 36B, New Road, Flat 2C Sapphire Apartment, P.O:- Alipore, P.S:- Alipore. District- South 24-Parganas. West Bengal. India. PIN - 700027	Representative of Land Lord [BENGAL AEROTR OPOLIS PROJECT S LIMITED]		1547 	 13/08/2020
2	Mr Mukul Paul Village Dubchururia, P.O:- Andal, P.S- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713321	Representative of Developer [HYDRO POWER ENGG CONSTRUCTION COMPANY]		1548 	 13.08.2020



Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUBHRA SANKAR CHATTERJEE Son of Mr MIHIR LAL CHATTERJEE CALCUTTA HIGH COURT, P.O:- GPO, P.S.- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001	Anju Madeka, Mr Mukul Paul			<i>15/8</i>  Subhra Sankar Chatterjee 13.08.2020

*13/08/2020*  
 (Probir Kumar Golder)  
 ADDITIONAL REGISTRAR  
 OF ASSURANCE  
 OFFICE OF THE A.R.A. -  
 III KOLKATA  
 Kolkata, West Bengal



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

GRN: 19-202021-005759754-1

Payment Mode Online Payment

GRN Date: 11/08/2020 11:34:22

Bank : HDFC Bank

BRN : 1195008353

BRN Date: 11/08/2020 11:37:12

DEPOSITOR'S DETAILS

Id No. : 2000834789/11/2020  
[Query No/Query Year]

Name : Mukul paul

Contact No. :

Mobile No. : +91 9547492366

E-mail : abhoy78@gmail.com

Address : Durgapur

Applicant Name : Mr SUBHRA SANKAR CHATTERJEE

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement  
Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	2000834789/11/2020	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2000834789/11/2020	Property Registration- Registration Fees	0030-03-104-001-18	21
<b>Total</b>				<b>75041</b>

In Words : Rupees Seventy Five Thousand Forty One only





*[Handwritten signature]*





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

TFE1595412



নির্বাচকের নাম : সত্যা শঙ্কর চ্যাটার্জী  
Elector's Name : Satya Shankar  
Chatterjee  
স্বামীর নাম : মহিলালাল চ্যাটার্জী  
Father's Name : Mahilal Chatterjee  
লিঙ্গ/সঙ্গ : পুরু/ M  
জন্ম তারিখ  
Date of Birth : 05/01/1978

TFE1595412

ঠিকানা:

সত্যা শঙ্কর চ্যাটার্জী, পূর্ব ২৬  
পার্ক, ৭০০১০৪

Address:

SATYEN  
PARK, JOKAMBAKURPUKUR, SOUTH 26  
PARGANAS, 700104

Date: 07/03/2011

153-সংখ্যা: পূর্ব পুরী জেলা নির্বাচন বিভাগ

অনুলিপি স্বাক্ষরিত

Facsimile Signature of the Electoral  
Registration Officer for

153-Behala Purba Constituency

নিম্ন লিখিত ক্ষেত্রগুলি পূরণ করে নিলে এই কার্ডটি সঠিকভাবে  
ব্যবহার করা যাবে।

In case of change of address mention the Card No.  
in the relevant Form by including your name  
and in the changed address and to obtain  
with same number.

Satya Shankar Chatterjee

आयकर विभाग  
INCOME TAX DEPARTMENT  
MURDE PALLI

भारत सरकार  
GOVT. OF INDIA

GANGADHAR RAU  
827110877

ASGPP4298H

*[Handwritten Signature]*






 GOVERNMENT OF INDIA  
 GOVERNMENT OF WEST BENGAL


 NAME: KUNAL PAUL  
 PAN: BPOJCB 02110917  
 SEX: MALE



**9482 7333 0657**

WEST BENGAL, WEST BENGAL


 GOVERNMENT OF INDIA  
 GOVERNMENT OF WEST BENGAL

**Address:**  
 S/O Gangadhar Paul,  
 SUBACHURIA, DURGAPUR  
 Deobhanga, Bardhaman,  
 West Bengal - 713321

MO:  
 948273330657  
 948273330657  
 948273330657

**9482 7333 0657**

9112 9102 9101

PERMANENT ACCOUNT NUMBER



ACQPM8012Q



TAXPAYER NAME  
ANJU MADEKA

TAXPAYER FATHER'S NAME  
LIMEDRAY WORAH

TAXPAYER DATE OF BIRTH  
25-04-1960

TAXPAYER SIGNATURE

*Anju Madeka*

*[Signature]*

ANJU MADEKA, ITR

COMMISSIONER OF INCOME-TAX, BANGALORE

*Anju Madeka*



इस कार्ड के छी / मिला जान पर कृपया जारी करने  
वासी अधिकारी को सूचित / वापस कर दें।  
आपका आभार,  
केन्द्रीय राजस्व भवन,  
मन रोड,  
रांची - 834001

In case this card is lost/unduly information to  
the issuing authority

Commissioner of Income Tax,  
Central Revenue Building,  
State Road,  
Raachi - 834001

Aug 15 Me dike



ভারত সরকার

ভারত সরকার

Unique Identification Authority of India

Government of India

এনআইডি নং / Enrolment No. : 1215/80009/33151

3007/2015

To  
ANJU MADEKA  
বাড়ি নং  
308  
NEW ROAD  
Alipore  
Alipore, Kolkata  
West Bengal - 700027  
9830079738



KH506837833FY  
50683783



আপনার আধার সংখ্যা / Your Aadhaar No. :

**9941 7625 9285**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



বাড়ি নং  
ANJU MADEKA  
পিতা : উমেড্রায় ওরাহ  
Father : UMEDRAY WORAH

জন্ম তারিখ / DOB: 25/04/1960  
লিঙ্গ / Female

9941 7625 9285



আধার - সাধারণ মানুষের অধিকার

*Anju Madeka*





### তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতের সর্বমুখ্য পরিচয় প্রমাণ  
Unique Identification Authority of India

ঠিকানা, ৩৬৪, নিউ রোড, আল্পোরা  
কলকাতা, পশ্চিমবঙ্গ, ৭০০০২৭

Address: 368, NEW ROAD,  
Alipora, Kolkata, Alipora,  
West Bengal, 700027

9941 7625 9285

1247  
1200 2907 1987

help@uidai.gov.in

www.uidai.gov.in

duy Madika

### Major Information of the Deed

Deed No :	I-1903-03136/2020	Date of Registration	14/08/2020
Query No / Year	1903-2000834789/2020	Office where deed is registered	
Query Date	20/07/2020 2:41:18 PM	1903-2000834789/2020	
Applicant Name, Address & Other Details	SUBHRA SANKAR CHATTERJEE OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903036865, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 3,44,51,660/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,070/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks			

### Land Details :

District: Burdwan, P.S:- Andal, Gram Panchayat: ANDAL, Mouza: Andal, JI No: 52, Pin Code : 713347

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1001 (RS :- )	LR-4009	Commercial Use	Kanali	0.001 Acre		39,813/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,
L2	LR-1002 (RS :- )	LR-4009	Commercial Use	Baid	0.052 Acre		20,70,285/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,
L3	LR-1003 (RS :- )	LR-4009	Commercial Use	Baid	0.06 Acre		23,88,790/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,
L4	LR-1077 (RS :- )	LR-4009	Commercial Use	Baid	0.045 Acre		17,91,592/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,
L5	LR-1100 (RS :- )	LR-4009	Commercial Use	Baid	0.056 Acre		22,29,537/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,
L6	LR-1101 (RS :- )	LR-4009	Commercial Use	Baid	0.107 Acre		42,60,009/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,
L7	LR-1103 (RS :- )	LR-4009	Commercial Use	Baid	0.163 Acre		64,89,546/-	Width of Approach Road: 87 Ft., Adjacent to Metal Road,
L8	LR-1104 (RS :- )	LR-4009	Commercial Use	Baid	0.01 Acre		3,98,132/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road,



L9	LR-1106 (RS - )	LR-4009	Commercial Use	Baid	0.264 Acre	1,05,10,676/-	Width of Approach Road: 98 Ft., Adjacent to Metal Road.
L10	LR-1102/6177 (RS - )	LR-4009	Commercial Use	Baid	0.161 Acre	42,73,280/-	Width of Approach Road: 98 Ft.,
		<b>TOTAL :</b>			<b>91.9Dec</b>	<b>0 /-</b>	<b>344,51,660 /-</b>
		<b>Grand Total :</b>			<b>91.9Dec</b>	<b>0 /-</b>	<b>344,51,660 /-</b>

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>BENGAL AEROTROPOLIS PROJECTS LIMITED</b> 5-Gorky Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AAxxxxxx4L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>HYDRO POWER ENGG CONSTRUCTION COMPANY</b> Village Dubchururia, P.O:- Andal, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713321 , PAN No.:: AAxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Anju Madeka (Presentant )</b> Daughter of Late Umedray Worah 36B, New Road, Flat 2C Sapphire Apartment, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ACxxxxxx2Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BENGAL AEROTROPOLIS PROJECTS LIMITED (as AUTHORISED SIGNATORY)
2	<b>Mr Mukul Paul</b> Son of Late Gangadhar Paul Village Dubchururia, P.O:- Andal, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713321, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ASxxxxxx9N,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : HYDRO POWER ENGG CONSTRUCTION COMPANY (as AUTHORISED SIGNATORY)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SUBHRA SANKAR CHATTERJEE</b> Son of Mr MIHIR LAL CHATTERJEE CALCUTTA HIGH COURT, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-0.1 Dec

**Transfer of property for L10**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-16.1 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-5.2 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-6 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-4.5 Dec

**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-5.6 Dec

**Transfer of property for L6**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-10.7 Dec

**Transfer of property for L7**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-16.3 Dec

**Transfer of property for L8**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-1 Dec

**Transfer of property for L9**

Sl.No	From	To. with area (Name-Area)
1	BENGAL AEROTROPOLIS PROJECTS LIMITED	HYDRO POWER ENGG CONSTRUCTION COMPANY-26.4 Dec



## Land Details as per Land Record

District: Burdwan, P.S:- Andaj, Gram Panchayat: ANDAL, Mouza: Andaj, JI No: 52, Pin Code : 713347

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1001, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:কান্দী, Area:0.13000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L2	LR Plot No:- 1002, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.22000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L3	LR Plot No:- 1003, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.12000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L4	LR Plot No:- 1077, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.73000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L5	LR Plot No:- 1100, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.51000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L6	LR Plot No:- 1101, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.17000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L7	LR Plot No:- 1103, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম(প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.22000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED


L8	LR Plot No:- 1104, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম (প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.08000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L9	LR Plot No:- 1106, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম (প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:1.95000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED
L10	LR Plot No:- 1102/6177, LR Khatian No:- 4009	Owner:পশ্চিমবঙ্গ বিদ্য উন্নয়ন নিগম (প্রতিষ্ঠা), Gurdian: , Address:23 অবনীন্দ্র নাথ ঠাকুর সরণী কোলকাতা-700017, Classification:বাইদ, Area:0.15000000 Acre,	BENGAL AEROTROPOLIS PROJECTS LIMITED



On 10-08-2020

**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 3,44,51,660/-

  
Probir Kumar Golder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
Kolkata, West Bengal

On 13-08-2020

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

Presented for registration at 17:45 hrs on 13-08-2020, at the Private residence by Anju Madeka .


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

Execution is admitted on 13-08-2020 by Anju Madeka, AUTHORISED SIGNATORY, BENGAL AEROTROPOLIS PROJECTS LIMITED, 5 Gorkey Terrace, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017

Identified by Mr SUBHRA SANKAR CHATTERJEE, . . Son of Mr MIHIR LAL CHATTERJEE, CALCUTTA HIGH COURT, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 13-08-2020 by Mr Mukul Paul, AUTHORISED SIGNATORY, HYDRO POWER ENGG CONSTRUCTION COMPANY, Village Dubchururia, P.O:- Andal, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713321

Identified by Mr SUBHRA SANKAR CHATTERJEE, . . Son of Mr MIHIR LAL CHATTERJEE, CALCUTTA HIGH COURT, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

  
Probir Kumar Golder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
Kolkata, West Bengal

On 14-08-2020

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/08/2020 11:37AM with Govt. Ref. No: 192020210057597541 on 11-08-2020, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1195008353 on 11-08-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 50/- by online = Rs 75,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 66976, Amount: Rs.50/-. Date of Purchase: 06/08/2020, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2020 11:37AM with Govt. Ref. No: 192020210057597541 on 11-08-2020, Amount Rs: 75,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1195008353 on 11-08-2020, Head of Account 0030-02-103-003-02



**Probir Kumar Golder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2020, Page from 149324 to 149382

being No 190303136 for the year 2020.



Digitally signed by PROBIR KUMAR  
GOLDER  
Date: 2020.08.17 16:28:19 +05:30  
Reason: Digital Signing of Deed

*Probir Kumar Golder*  
(Probir Kumar Golder) 2020/08/17 04:28:19 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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