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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 497396

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22/10/19



Additional Registrar of Assurances-IV, Kolkata

23/10/19

Certified that the Document is admitted to Registration. The Stamp Sheet and the endorsement sheets are the part of this Document.

Net Case No. 3304 of 23.10.19
 J(1) 250
 J(2) 100
 Total 350/-
 Realised on

[Signature]
 Additional Registrar of Assurances-IV, Kolkata

[Signature]
 A.R.A.-IV
 Kolkata

25 OCT 2019

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT ("Amendment Agreement") is made at Kolkata on this 23rd day of October 2019

BY AND BETWEEN:

VEDANT FASHIONS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 19, Canal South Road, Module No. A-501 & A-502 in the 4th Floor of SDF-I, P.O. Tangra, P.S. Tangra, Kolkata-700015 having Permanent Account No. AABCV4646B, acting through its authorized representative **MR. RAVI MODI**, son of Late Deoki Nandan Modi, residing at Shyam Kunj Apartment, Block CD, Flat No 2C, 12C Lord Sinha Road, P.O. Park Street, P.S. Shakespeare Sarani, Kolkata-700 071, having Permanent Account No. ADTPM5363Q, hereinafter referred to as "**Vedant**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

530 PM
23-10-19

058829

Sl. No. Date
Name
Add.
AMT. 100

18 OCT 2019 18 OCT 2019

KHAITAN & CO
Advocates & Notaries
1B, Old Post Office Street
Kolkata- 700001

(Ravi Modi)

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



Identified by
N Gupta, Advocate
3/0 Late J P Gupta
1B, Old Post office Street
Kolkata - 700001
Enrol. No. WB/602/1980

(Signature)
ADDITIONAL REGISTRAR
OF ASSURANCES, IV, KOLKATA
23 OCT 2019

P S GROUP REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at 1002 E.M. Bypass, P.S. Pragati Maidan (previously-Tiljala), P.O. Dhapa, Kolkata-700105 having Permanent Account No.AABCP5390E, acting through its authorized representative **MR. SURENDRA KUMAR DUGAR**, son of Late J. M. Dugar, residing at 2B, Dover Road, Police Station- Ballygunge, Post Office-Ballygunge, having Permanent Account No.ACUPD1317K, hereinafter referred to as "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.

'**Vedant**' and the '**Developer**' are hereinafter individually referred to as "**Party**" and jointly as "**Parties**".

The capitalized words not defined herein but defined in the Principal Agreement (*defined hereinafter*), shall have their respective meanings as contained in the Principal Agreement.

WHEREAS:

- A. Vedant is the lessee of and is possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the land measuring 10117.63 square meters equivalent to 2.5 acres, more or less, being Plot No. IIE/23 in Action Area -IIE situated on Street No. IIII and Street No. 0777 in the New Town, Kolkata, Police Station- New Town, District North 24 Parganas, West Bengal (hereinafter referred to as the "**Land**") which is more fully described in **Schedule** herein. Vedant had acquired the leasehold interest of the said Land vide Indenture of Lease dated 8 April 2014 ("**Lease Deed**") executed by West Bengal Housing Infrastructure Development Corporation Limited ("**WBHIDCO**"), therein referred to as the lessor, in favour of Vedant herein, therein referred to as the lessee and registered at the office of the Additional Registrar of Assurances -II, Kolkata and recorded in Book No-I. CD Volume no. 21, pages from 669 to 699, being no. 04467 for the year 2014.
- B. By a development agreement dated 6 July 2018 (hereinafter referred to as the "**Principal Agreement**") duly stamped and registered at the office of Additional Registrar of Assurances-IV in Book No I, CD Volume No 1904-2018, Pages from 304528 to 304575, Being No. 190407558 for the year 2018, Vedant, inter alia, granted Development Rights to the Developer with respect to the Land for the purpose of developing the Project on the terms and conditions contained therein.
- C. The Parties have now agreed to amend the Principal Agreement in the manner set out in this Amendment Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Parties, with the intent

to be legally bound, hereby agree as follows:

1. AMENDMENT TO THE PRINCIPAL AGREEMENT

The Principal Agreement shall stand amended in the manner as under:

1.1 Substitution of Recital B to the Principal Agreement:

The existing Recital B to the Principal Agreement shall stand substituted and replaced by the following new Recital B:

"B. Vedant desires to develop a Project (defined below) over the Land in terms of the Lease Deed and for that purpose, desires to appoint the Developer as developer of the Project wherein Vedant would allow, permit and the Developer would have all right, power and authority to develop the Project, subject always to the terms and conditions of the Lease Deed."

1.2 Substitution of sub-Clause 1.1(aa):

The existing sub-sub-clause (aa) of sub-clause 1.1 containing the definition of 'Project Costs' shall stand substituted and replaced by the following new sub-sub-clause (aa):

"(aa) "Project Costs" shall include all costs and expenses incurred by the Developer with respect to the Project up to the completion of the Project including but not limited to the costs and expenses for the Approvals, construction, development, marketing, brokerage and selling of the Units but shall not include any such costs to the extent shared by Vedant in terms of Clause 3.6 of this Agreement;"

1.3 Amendment of sub-Clause 1.1(o):

In the existing paras (vi) and (vii) under sub-sub-clause (o) of sub-clause 1.1, wherever the words "*forming part of the Developer's Share*" appearing shall stand deleted.

1.4 Substitution of sub-Clause 1.1(n):

The existing sub-sub-clause (n) of sub-clause 1.1 containing the definition of 'Developer Share' shall stand replaced by the following new sub-sub-clause (n):

"(n) "Developer Share" shall mean 64% (sixty four percent) of the Transfer Proceeds of the Project;"

1.5 **Substitution of sub-Clause 1.1(t):**

The existing sub-sub-clause (t) of sub-clause 1.1 containing the definition of 'Intending Transferees' shall stand substituted and replaced by the following new sub-sub-clause (t):

“(t) “Intending Transferees” according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or sub lease or assignment or shall have acquired or taken on rent or sub lease or assignment any Unit in the Project and for all unsold Units shall mean Vedant and the Developer in their respective revenue sharing ratio;”

1.6 **Substitution of sub-Clause 1.1(bb):**

The existing sub-sub-clause (bb) of sub-clause 1.1 containing the definition of 'Transfer Proceeds' shall stand replaced by the following new sub-sub-clause (bb):

“(bb) “Transfer Proceeds” shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Transferees by the Developer, including the Net Subsidy and the Accrued Bank Interest; BUT shall not include any amounts received or collected towards:

- (i) any service tax, VAT, GST or any other present or future taxes/cess or any other statutory or government levies or fees/charges on development, construction or transfer of any Units or otherwise on the Project;*
- (ii) any electricity/water or any other utility deposits;*
- (iii) any moneys collected/ received from the Intending Transferees for providing facilities/utilities including electricity, water, club amenities/equipment, air-conditioning charges;*
- (iv) any amount realised from transfer of parking areas in the Project;*
- (v) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the Intending Transferees towards legal charges, share money, Association membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Transferees;*

(vi) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer or Vedant;

and accordingly any such amounts received and collected by the Developer at (i) to (v) shall not be shared with Vedant."

1.7 **Amendment of sub-Clause 1.1(dd):**

In the existing sub-sub-clause (dd) of sub-clause 1.1, the words "forming part of the Developer Share" shall stand deleted.

1.8 **Substitution of sub-Clause 1.1(ff):**

The existing sub-sub-clause (ff) of sub-clause 1.1 containing the definition of 'Vedant Share' shall stand substituted and replaced by the following new sub-sub-clause (ff):

"(ff) "Vedant Share" shall mean 36% (thirty six percent) of the Transfer Proceeds of the Project;"

1.9 **Insertion of new of sub-Clauses 1.1(gg) and (hh):**

The following new sub-sub-clauses (gg) and (hh) under sub-clause 1.1 shall stand inserted:

"(gg) "Accrued Bank Interest" shall mean such interest amount as is accrued from time to time on the amount of Transfer Proceeds received by the Developer from the Intending Transferees on and after 6th July 2018 and kept separate by the Developer in a bank account in terms of any provision of Applicable Law;"

"(hh) "Unsold Units" shall mean the Units in the Project which may remain unsold at the Closing Date."

1.10 **Substitution of Clause 3 (Space Allocation)**

The existing Clause 3 (Space Allocation) of the Principal Agreement shall stand substituted and replaced by the following new Clause 3 (Consideration and Revenue Sharing):

"3. CONSIDERATION AND REVENUE SHARING

3.1 In consideration of the agreement and covenant herein contained on the part of Developer to develop the Land by constructing and/or developing thereat Units at its own costs and expenses in accordance with the

Building Plan and allotment of Vedant Share in the manner herein mentioned and all other terms, conditions and covenants herein contained, Vedant has agreed to put the Developer on the Effective Date in vacant and peaceful permissive possession as licensee of the Land for its development.

- 3.2 *In consideration of the grant of the Development Rights by Vedant to the Developer under the terms of this Agreement, Vedant and the Developer agree that out of the Transfer Proceeds to be received from the Intending Transferees, Vedant shall be entitled to Vedant Share and the Developer shall be entitled to the Developer's Share as defined hereinbefore. Vedant Share, less any other sum that is deductible or adjustable in terms of this Agreement, shall be paid by the Developer to Vedant.*
- 3.3 *Vedant agrees and understands that the Units in the Project may be transferred to the Intending Transferees at the sole discretion of the Developer (i) either by way of outright assignment of Units ("**Assignment of Units**") or (ii) by way of sub lease or license basis (against payment of premium and/or periodic rents) where the Units are transferred to customers on rent basis ("**Rental Arrangement of Units**"). For Assignment of Units, the Developer shall maintain a separate account for Transfer Proceeds ("**Assignment Account**"). It is clarified that any premium or part of it received under the Rental Arrangement of Units shall also be transferred to the Assignment Account. From the said Assignment Account the Transferred Proceeds shall be shared, subject to Applicable Law, between the Parties in the Agreed Ratio. For Rental Arrangement of Units, the Developer shall maintain a separate account for Transfer Proceeds in the form of rents ("**Rent Account**"). Vedant understands that Vedant Share out of such periodic rents shall be shared by the Developer periodically as and when such rents are received by the Developer from the Rent Account and since by nature of such transfer, the Transfers Proceeds by way of rents are to be received periodically even after Completion of the Project, the sharing of such Transfer Proceeds shall continue so long as the Developer receives rents from such rented Units. Vedant acknowledges and agrees that on payment of Vedant Share by the Developer, Vedant shall have no recourse to the Developer.*
- 3.4 *The Developer shall provide a Half yearly statement of the Assignment Account and the Rent Account to Vedant giving details of the total Transfer Proceeds received by the Developer during the period and calculation of Vedant Share. Vedant shall be entitled, on a half yearly*

basis, to examine the said two accounts of the Developer pertaining to the Transfer Proceeds after giving prior intimation of minimum 15 (Fifteen) days to the Developer giving details of the persons authorised to inspect the accounts for and on behalf of Vedant.

- 3.5 Subject to clause 3.7, Vedant Share in the Transfer Proceeds deposited in the Assignment Account in the previous month shall be paid by Developer to Vedant within 15th of the immediately following month. Vedant Share in the Rent Account shall be payable by the Developer within 15 (fifteen) days from the date rent is received in the Rent Account. Any delay in such payments shall carry simple interest calculated @ 15% (fifteen percent) per annum.
- 3.6 The Developer, while discharging its obligation under Clause 3.5 above, shall be entitled to:
- i. Deduct marketing, selling and brokerage charges calculated at the rate of 4 (four) per centum of the Vedant Share;
 - ii. Deduct withholding taxes, if any, as applicable in terms of the Income Tax Act, 1961; and
 - iii. Withhold for the purposes of Clause 3.9, such amount of Vedant Share not exceeding Rs 3 Crores as part of the Reimbursed GST (as defined in Clause 10.3).
- 3.7 Notwithstanding anything contrary contained in clauses above or elsewhere in this Agreement, the liability of the Developer to pay from time to time the Vedant Share shall always remain subject to the relevant provisions in any Applicable Law which mandates mandatory transfer of transfer proceeds of a project to separate account and the regulated withdrawal procedure from such separate account. It is also made clear that under no circumstances Vedant shall demand from Developer any amount as Vedant Share out of such separate account which is otherwise not withdrawable for the time being. Provided however, as and when any amount is withdrawn from the said separate account, the provisions of clause 3.6 shall apply to such withdrawals.
- 3.8 In case pursuant to the sanction of the building plans for construction of the Buildings in phased manner any additional area and/or FAR/ FSI becomes available in view of any amendment of any rules and regulations, in that event, the Developer shall obtain a sanction of the

revised building plans for such additional area and that both Vedant and the Developer shall be entitled to their respective allocations in the same percentage agreed herein. The entire Project Cost of such additional area shall also be borne by the Developer.

- 3.9 *The Developer shall be entitled to hold back out of the last instalment of the Vedant Share payable to Vedant (“Holdback Amount”) (i) an amount of Rs 3 (Three) Crores, in case there is no unsold Units, or (ii) an amount proportionately reduced from Rs 3 (Three) Crores in case there are unsold Units, for the purposes stated below:*
- (a) *In the event the Developer is entitled to take input tax credit of the Reimbursed GST (as defined in Clause 10.3) amount under Applicable Law, the Developer shall from time to time i.e, quarterly basis (but within 3 (three) years from the date the Holdback Amount was held back) release out of the Holdback Amount such sum of the Reimbursed GST amount against which the Developer availed input tax credit; or*
 - (b) *In case the Developer, though, is entitled to avail input tax credit of the Reimbursed GST but avails, within 3 (three) years from the date the Holdback Amount was held back, input tax credit only of a portion of the Reimbursed GST which is less than the Holdback Amount, the Developer then shall refund the difference between the Holdback Amount and the Reimbursed GST amount on which the Developer availed input tax credit, within 30 (thirty) days from the date of expiry of the above 3 (three) years period; or*
 - (c) *In case the Developer is not entitled to take input tax credit of the Reimbursed GST under the Applicable Law then in that event the Developer shall be entitled to retain the Holdback Amount and appropriate the same as if the Holdback Amount was part of Developer Share.”*

1.11 **Substitution of Clause 5 (Marketing Rights and Unit Transfers)**

The existing Clause 5 (Marketing Rights and Unit Transfers) of the Principal Agreement shall stand substituted and replaced by the following new Clause 5 (Marketing Rights and Unit Transfers):

5. MARKETING RIGHTS AND UNIT TRANSFERS

“5.1 *The Developer shall be solely entitled to advertise and market the Project*

and arrange brokers/marketing agents. The Developer shall arrange for marketing or any other media publicity for the Project.

- 5.2 *The costs and expenses for the activities stated in Clause 5.1 shall be that of the Developer save and except to the extent the Developer is entitled under Clause 3.6(i) to deduct from Vedant Share.*
- 5.3 *The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.*
- 5.4 *Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper and shall be exclusively entitled to and shall appropriate the Transfer Proceeds arising thereof. Vedant shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Land by the Developer, subject however, to what is provided in the Agreement. The Parties hereby agree that subject to Clause 3.9, the price and payment schedule for transfer of the Units shall always be decided by the Developer.*
- 5.5 *Vedant hereby agree, undertake and acknowledge that the Developer, subject to Applicable Law, shall be entitled to enter into any arrangement or agreement for assignment/sub lease/license/allotment or any other agreement or memorandum of understanding, booking of any Unit, or any other space/area in the Project, to be developed or constructed over the Land; and to accept or receive any request for booking or allotment of any Unit or any other space/area, to be developed or constructed over the Land and to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities. Vedant or the Developer (as the power of attorney holder of Vedant) shall transfer all the leasehold interest of Vedant in the Land in favour of the Association.*
- 5.6 *At the request of the Developer, Vedant and the Developer shall be parties in all Deeds of Conveyance/Transfer in respect of the transfer of the Units to the Intending Transferees and both of them shall transfer/surrender their respective right title or interest therein in favour of such party. Notwithstanding the above, the Deeds of Conveyance/Transfer may be executed and registered by the Developer for itself as also for and*

on behalf of all Vedant on the basis of the Power(s) of Attorney.

- 5.7 *The Parties hereby agree that Khaitan & Co LLP, Kolkata shall be the legal adviser to the Project ("Legal Adviser") and all documents pertaining to the Project, including transfer deeds, shall be prepared by the Legal Adviser. All fees and expenses of the Legal Adviser shall be paid by the Developer."*

1.12 Insertion of new Clause 9 (Unsold Units)

The following new Clause 9 shall stand inserted in the Principal Agreement:

"9. UNSOLD UNITS

Subject always to the provisions of Applicable Laws:

- 9.1 *if the Developer is unable to transfer or market the entire transferable spaces in the Land within a period of 3 (three) years from the Completion Date (as defined in Clause 6.2 hereinabove) then the Parties shall mutually fix a date for completion or closing the transaction under this Agreement and the date so fixed by the Parties shall mean "the Closing Date".*
- 9.2 *on the Closing date the Parties shall mutually demarcate the Unsold Units/transferable space of the Project comprised in the Land according to the market value on such date in accordance with Agreed Ratio. The Developer shall then handover to Vedant its allocation duly completed in all respect upon compliance of the obligations of Vedant.*
- 9.3 *Upon such demarcation of the Unsold Units/transferable space the Parties shall be entitled to deal with the same in any manner as the Parties desire. The deposits required to be made by the Intending Transferees shall then be paid by the Parties or their respective Intending Transferees, as the case may be."*

1.13 Substitution of existing Clause 10 (Project Taxes)

The existing Clause 10 (Project Taxes) of the Principal Agreement shall stand replaced by the following new Clause 10 (Project Taxes):

"10. PROJECT TAXES:

- 10.1 *Subject to Clause 8.12 above, the Developer shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution,*

development and selling of the Units in the Project for which the Developer is the person primarily liable as an assessee to discharge such taxes under the Applicable Laws ("Project Taxes"), including those on account of goods and service tax (GST) and all other taxes except the direct taxes on Vedant Share which are required to be paid by Vedant by reason of the development of the Land by the Developer.

- 10.2 *The Developer shall keep Vedant saved, indemnified and harmless from or against all demands and liabilities in any way arising out of or relating to the Project Taxes.*
- 10.3 *It is agreed by the Parties that as and when Vedant is required to pay any GST due to the rights granted to the Developer under this Agreement, then in that event Vedant shall be entitled to be reimbursed by the Developer to the extent of such GST payable by Vedant and such payment shall be made within 15 (fifteen) days from the date Vedant raises invoice to that effect ("Reimbursed GST").*

Provided that unless the Developer is allowed under the Applicable Law to claim input tax credit of GST reimbursed to Vedant, the Developer shall not be liable to reimburse any GST payable by Vedant on Vedant Share received from sale of Unsold Units after receipt of the completion/occupancy certificate issued by the Concerned Authority"

1.14 Substitution of existing para under sub-sub-clause (b) of sub-clause 12.4 (Consequences of Termination)

The existing sub-sub-clause (b) of sub-clause 12.4 (Consequences of Termination) shall stand replaced by the following new sub-sub-clause (b):

- "(b) Within 30 (thirty) days from such termination, (i) the Developer shall provide a signed statement ("Project Cost Statement") to Vedant containing the total amount and details of Project Costs incurred till date of termination (along with documentary evidence to verify such claims) and (ii) the Parties shall jointly appoint a BIG 4 audit firm ("Auditor") (who in turn will appoint an independent chartered engineer), to audit, verify and certify in writing, the Project Cost Statement in order to arrive at the ascertained Project Costs ("Ascertained Project Costs"). The Auditor shall prepare its report within 45 (forty five) days from the date the Project Cost Statement and other documents are shared with the Auditor. The report of the Auditor shall take into account the report of the Chartered Engineer appointed by the Auditor. Upon ascertainment of the Ascertained Project Cost as above, subject to sub-clause (h) below, in case*

the amount of Developer Share till then received by the Developer from the Intending Transferees is more than the Ascertained Project Cost then the Developer shall refund to Vedant an amount which is in excess of such Ascertained Project Cost. Similarly, in case the amount of Developer Share till then received by the Developer from the Intending Transferees is less than such Ascertained Project Cost then, subject to sub-clause (h) below, Vedant shall refund such excess money to the Developer. The Parties shall, within 30 (thirty) days from the date of certification of the Ascertained Project Costs as above, complete the above division and distribution. It is clarified for the above purpose any Transfer Proceeds lying in a separate account in terms of any Applicable Law shall also be taken into account and to the extent such amounts are withdrawable for the time being under Applicable Law, the Parties shall divide and distribute the same between themselves in the manner as above;

For the purposes of the above, the words 'Transfer Proceeds' shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Transferees by the Developer, including the Accrued Bank Interest; BUT shall not include any amounts received or collected towards ("Excluded Proceeds"):

- (i) any service tax, VAT, GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or transfer of any Units or otherwise on the Project;*
- (ii) any electricity/water or any other utility deposits;*
- (iii) any moneys collected/ received from the Intending Transferees for providing facilities/utilities including electricity, water, club amenities/equipment etc.*
- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the Intending Transferees towards legal charges, share money, Association membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Transferees,*
- (v) any amount realised from transfer of parking areas in the Project;*

(vi) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and

(vii) Net Subsidy,

and all the Excluded Proceeds shall be transferred to Vedant."

2. MISCELLANEOUS

- 2.1 In all other respects the terms of the Principal Agreement shall remain unaltered.
- 2.2 This Amendment Agreement shall be deemed to form part of the Principal Agreement. Accordingly, all references in the Principal Agreement shall be construed as references to the Principal Agreement as supplemented and amended by this Agreement. Subject to the provisions of this Agreement, the Principal Agreement and this Agreement shall remain in full force and effect.
- 2.3 Each of the Parties, for itself, represent and warrant to the other that it has power to enter into this Agreement and to exercise rights and perform obligations hereunder and the Agreement constitutes a valid and legally binding obligation of such party, enforceable against it in accordance with the terms hereof.

SCHEDULE

DESCRIPTION OF THE LAND

Leasehold right in ALL THAT piece and parcel of the land measuring 10117.63 square meters equivalent to 2.5 acres (150 cottah more or less), more or less, being Plot No.IIE/23 in Action Area -IIE situated on Street No.IIII and Street No.0777 in the New Town, Kolkata, Police Station- New Town, District North 24 Parganas, being butted and bounded as follows:-

ON THE NORTH	:	By Street No. IIII (73.0 M Wide)
ON THE SOUTH	:	By Street No. 0777 (30 M Wide)
ON THE EAST	:	By Plot No. IIE/17 and IIE/22
ON THE WEST	:	By Plot No. IIE/24


[Following this page is the Execution Page]

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by VEDANT FASHIONS PRIVATE LIMITED, by the hand of its Authorised Signatory Mr Ravi Modi, authorized vide board resolution dated _____ at Kolkata in the presence of:

VEDANT FASHIONS PVT. LTD

 Authorised Signatory


1. NAVIN PAREEK 
 27 CHRISTOPHER ROAD
 ERTA GLOBAL BLOCK - 2 FLAT-4E
 KOLKATA - 700046

2. N Gupta, Advocate
 High Court Calcutta


SIGNED AND DELIVERED BY P S GROUP REALTY PRIVATE LIMITED, in its capacity as Developer by the hand of its Authorised Signatory Mr Surendra Kumar Dugar, authorized vide board resolution dated _____ at Kolkata in the presence of:












PS Group Realty Pvt. Ltd.

 Director/Authorised Signatory

1. N Gupta, Advocate
2. 












Drafted by:


 Nirmal Gupta, Advocate
 High Court Calcutta
 Enrl. No. WB/602/1980

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

Name SYRENDRA KUMAR JUGIAR

Signature 

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

Name RAVI MODI

Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name _____

Signature _____

25 October 2019

To

The Additional Registrar of Assurances-IV, Kolkata
5, Government Place
BBD Bag
Kolkata-700001

Dear Sir,

This is to state that one Supplementary Development Agreement dated the 23rd October 2019 hereinafter called **the said Agreement** between Vedant Fashions Pvt. Ltd. therein referred to as Vedant of the One Part and P S Group Realty Pvt. Ltd. therein referred to as the Developer of the Other Part was executed by Mr. Ravi Modi as authorized signatory of Vedant Fashions Pvt. Ltd. and by me as authorized signatory of P S Group Pvt. Ltd.

The said Agreement was registered on the 23rd October 2019 on commission at the office of Khaitan & Co. Advocates at 1B, Old Post Office Street, Kolkata-700001 and Mr. Ravi Modi presented the said Agreement and admitted his execution to the said Agreement but I could not admit my execution at the time of registration because my mother was very ill and I had been attending her.

I would therefore, request you to grant the necessary permission to allow me to admit my execution to the said Agreement.

Thanking you

Yours faithfully

(Surendra Kumar Dugar)

Authorised Signatory
P S Group Realty Pvt. Ltd.

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

GRN: 19-201920-008594694-1

Payment Mode Online Payment

GRN Date: 23/10/2019 11:57:29

Bank : United Bank

BRN : 16372562

BRN Date: 23/10/2019 11:56:00

DEPOSITOR'S DETAILS

Id No. : 19041000221981/6/2019

[Query No./Query Year]

Name : Khaitan and CO LLP

Contact No. :

Mobile No. : +91 9830085021

E-mail :

Address : 1B Old Post Office Street Kolkata 01

Applicant Name : Mr Nirmal Gupta

Office Name :

Office Address :

Status of Depositor : Solicitor firm

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19041000221981/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	19041000221981/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	101

Total

75121

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







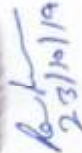


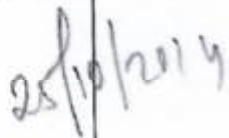


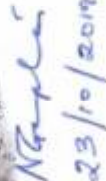
Government of West Bengal

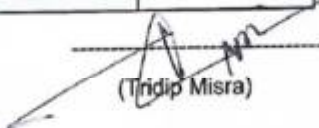
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue


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

Signature / LTI Sheet of Query No/Year 19041000221981/2019

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	Mr RAVI MODI , 12C, Lord Sinha Road, Block/Sector: CD, Flat No: 2C, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [VEDANT FASHIONS PRIVATE LIMITED]		 7979	 23/10/19
2	Mr SURENDRA KUMAR DUGAR , 1002, E M Bypass, P.O:- Dhapa, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700105	Representative of Developer [P S GROUP REALTY PRIVATE LIMITED]		 P	 25/10/2019
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr NIRMAL GUPTA Son of Mr J P Gupta , 1B, Old Post Office Street, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Mr RAVI MODI, Mr SURENDRA KUMAR DUGAR		 7980	 23/10/2019

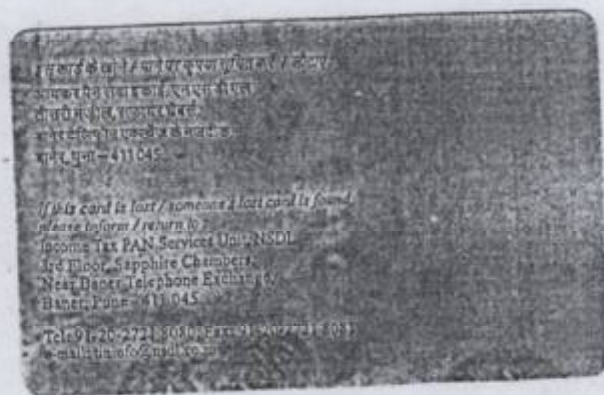

(Tridip Misra)



ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



VEDANT FASHIONS PVT. LTD
bl
Authorized Signatory



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADTPM5363Q




नाम / Name
NAVI MOOI

पिता का नाम / Father's Name
DEOKI NANDAN MOOI


जन्म की तारीख / Date of Birth
13/03/1977






हस्ताक्षर / Signature

81070016





ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন
IDENTITY CARD WB/23/146/ 096112
 পরিচয় পত্র

Elector's Name	: RAVI MOOK
নির্বাচকের নাম	: রবি মৌকি
Father/Mother/ Husband's name	: DEEKNANDAN
পিতা/মাতা/ স্বামীর নাম	: দে
Sex	: MALE
লিঙ্গ	: পুরুষ
Age as on 1.1.1995	: 18
১.১.১৯৯৫ এর বয়স	: ১৮

Address: 120 LORD SINHA ROAD
 2ND FLOOR, FLAT 20
 ঠিকানা: ১২০ লর্ড সিন্ধা রোড
 ফ্লোর-২, ফ্ল্যাট-২০



Fascimile Signature
Electoral Registration Officer
 নির্বাচক নিবন্ধন অধিকারিক

For CHOWRINGHEE Assembly Constituency
 চৌরঙ্গী বিধানসভা নির্বাচন ক্ষেত্র

Place : CALCUTTA
 স্থান : কলিকাতা
 Date : 1.1.1995
 তারিখ : ১.১.১৯৯৫



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No.: 1068/47425/01623

To
रवि मोदी
Ravi Modi
S/O: Devid Nandan Modi
Flat no 2C, Shyam Kurj 12C, Lord Sinha Road
Opposite Emami Market
Middleton Row
Middleton Row
Circus Avenue Kolkata
West Bengal 700071
9831073293

11/122015

314094538



MA140945386FT



आपका आधार क्रमांक / Your Aadhaar No. :

4739 1239 6011

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India



रवि मोदी
Ravi Modi
जन्म तिथि / DOB : 13/03/1977
पुरुष / Male



4739 1239 6011

आधार - आम आदमी का अधिकार

Handwritten signature



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

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

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



आधार पहचान प्रमाणिकरण

Unique Identification Authority of India

पता:
आश्रम: देवकी नंदन मोदी, फ्लैट न
2C, श्याम कुंज, 12C, लॉर्ड सिन्हा
रोड, एमामी मार्केट के सामने,
मिडलरोव रो, कोलकाता, मिडलरोव
रो, वेस्ट बंगाल, 700071

Address:
S/O: Deoki Nandan Modi, Flat no
2C, Shyam Kunj, 12C, Lord Sinha
Road, Opposite Emami Market,
Middleton Row, Kolkata,
Middleton Row, West Bengal,
700071

4739 1239 6011

1947
1800 501 1947

1947
help@uidai.gov.in

www
www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AABCP5390E

भारत
सरकार

पति / Name
P. S. GROUP REALTY PRIVATE
LIMITED

निर्माण / तैयारी तिथि
Date of Incorporation / Formation
02/08/1988

Handwritten signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SURENDRA KUMAR DUGAR

JHUMARMAL DUGAR

11/01/1960
Permanent Account Number
ACUPD1317K

Surendra Kumar Dugar
Signature



20000000

Surendra Kumar Dugar



भारत सरकार
GOVERNMENT OF INDIA



सुरेन्द्र कुमार दुगार
Surendra Kumar Dugar
पिता : कुमार मल दुगार
Father : JHURMAR MAL DUGAR
जन्म वर्ष / Year of Birth : 1960
पुलक / Male



8876 4445 8052

आधार - साधारण मानुषेरे अधिकार

Surendra Kumar Dugar



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৫১-৪-১, বি.পি. রোড,
কলীঘাট, কোচকাটা, পশ্চিমবঙ্গ,
৭০০০১৯

Address:
52/4/1, B.C. ROAD,
Ballygunge S.O, Ballygunge,
Kolkata, West Bengal,
700019

1947
1800 180 1947

 help@uidai.gov.in

 www.uidai.gov.in

 P.O. Box No. 1947,
Bengaluru-560 001

Handwritten signature



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/23/151/363761



নির্বাচকের নাম : নির্মল গুপ্তা

Elector's Name : Nirmai Gupta

পিতার নাম : জগদীশ প্রসাদ গুপ্তা

Father's Name : Jagadish Prasad Gupta

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : 14/03/1955
Date of Birth

WB/23/151/363761

ঠিকানা:

85/2, ইব্রাহিমপুর রোড, কোলকাতা মিউনিসিপ্যাল
কর্পোরেশন: যাদবপুর দক্ষিণ 24 পরগণা 700032

Address:

85/2, IBRAHIMPUR ROAD, KOLKATA
MUNICIPAL CORPO: JADAVPUR
SOUTH 24 PARGANAS 700032

Date: 20/11/2008

150-যাদবপুর নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for
150-Jadavpur Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার সিটে নাম
তোলা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

112/0479

N Gupta
23/10/2009

Major Information of the Deed

Deed No :	I-1904-10042/2019	Date of Registration	25/10/2019
Query No / Year	1904-1000221981/2019	Office where deed is registered	
Query Date	21/10/2019 5:31:36 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Nirmal Gupta 1B, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830048750, 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. 48,40,22,842/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Hidco-II-E, Mouza: Hidco(ii) - E, JI No: 0, Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-23		Bastu Bastu	108905 Sq Ft		48,40,22,842/-	Width of Approach Road: 241 Ft., Adjacent to Metal Road.
Grand Total :				249.5743Dec	0 /-	4840,22,842 /-	


Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	VEDANT FASHIONS PRIVATE LIMITED 19, Canal South Road, P.O:- Tangra, P.S:- Tangra, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700015 , PAN No.:: AABCV4646B,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	P S GROUP REALTY PRIVATE LIMITED 1002, E M Bypass, P.O:- Dhapa, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700105 , PAN No.:: AABCP5390E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Mr RAVI MODI (Presentant) Son of Late Deoki Nandan Modi , 12C, Lord Sinha Road, Block/Sector: CD, Flat No: 2C, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADTPM5363Q, Aadhaar No: 47xxxxxxx6011 Status : Representative, Representative of : VEDANT FASHIONS PRIVATE LIMITED (as Authorized Signatory)			
2	Name Mr SURENDRA KUMAR DUGAR Son of Late J M Dugar Date of Execution - 23/10/2019, , Admitted by: Self, Date of Admission: 25/10/2019, Place of Admission of Execution: Office	Photo  Oct 25 2019 4:01PM	Finger Print  LTI 25/10/2019	Signature  25/10/2019
, 1002, E M Bypass, P.O:- Dhapa, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700105, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ACUPD1317K, Aadhaar No: 88xxxxxxx8052 Status : Representative, Representative of : P S GROUP REALTY PRIVATE LIMITED (as Authorized Representative)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr NIRMAL GUPTA Son of Mr J P Gupta , 1B, Old Post Office Street, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	 25/10/2019	 25/10/2019	 25/10/2019
Identifier Of Mr RAVI MODI, Mr SURENDRA KUMAR DUGAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	VEDANT FASHIONS PRIVATE LIMITED	P S GROUP REALTY PRIVATE LIMITED-249.574 Dec

Endorsement For Deed Number : I - 190410042 / 2019

On 21-10-2019

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 48,40,22,842/-



Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 23-10-2019

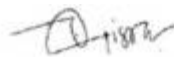
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16:19 hrs on 23-10-2019, at the Private residence by Mr RAVI MODI ..

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

Execution is admitted on 23-10-2019 by Mr RAVI MODI, Authorized Signatory, VEDANT FASHIONS PRIVATE LIMITED, 19, Canal South Road, P.O:- Tangra, P.S:- Tangra, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700015

Identified by Mr NIRMAL GUPTA, . . Son of Mr J P Gupta, . 1B, Old Post Office Street, P.O: G P O, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 24-10-2019

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 0/-, by online = Rs 101/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/10/2019 11:56AM with Govt. Ref. No: 192019200085946941 on 23-10-2019, Amount Rs: 101/-, Bank:
United Bank (UTBI00CH175), Ref. No. 16372562 on 23-10-2019, Head of Account 0030-03-104-001-16

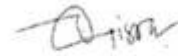
Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 58829, Amount: Rs.100/-, Date of Purchase: 18/10/2019, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/10/2019 11:56AM with Govt. Ref. No: 192019200085946941 on 23-10-2019, Amount Rs: 75,020/-, Bank: United Bank (UTBI00CH175), Ref. No. 16372562 on 23-10-2019, Head of Account 0030-02-103-003-02



Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 25-10-2019

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.

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

Execution is admitted on 25-10-2019 by Mr SURENDRA KUMAR DUGAR, Authorized Representative, P S GROUP REALTY PRIVATE LIMITED, 1002, E M Byepass, P.O:- Dhapa, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700105

Indetified by Mr NIRMAL GUPTA, , Son of Mr J P Gupta, , 1B, Old Post Office Street, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 493447 to 493485
being No 190410042 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.10.31 11:53:54 +05:30
Reason: Digital Signing of Deed.

Tridip Misra

(Tridip Misra) 31-10-2019 11:53:26
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 23RD DAY OF OCTOBER 2019

BETWEEN:

VEDANT FASHIONS PRIVATE LIMITED

..... VEDANT

AND

PS GROUP REALTY PRIVATE LIMITED

..... DEVELOPER

SUPPLEMENTARY DEVELOPMENT AGREEMENT



KHAITAN
& CO

Advocates, Notaries, Patent & Trademark Attorneys

Emerald House,
1B, Old Post Office Street
Kolkata 700001

T: +91 33 2248 7000 | F: +91 33 2248 7656