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भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते


INDIA NON JUDICIAL

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


District Registrar-III
Alipore, South 24-parganas

Q-1-24222/16

This Agreement made this the day of ^{11th} July 2016 ("Agreement") Between (1) Tivoli Park Apartments Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 16A, Brabourne Road, Kolkata - 700 001, Police Station Hare Street, Post Office G.P.O., having Income Tax PAN No. AABCT9368G, represented by its Director, Mr. Devashish Poddar, son of Mr. Arun Kumar Poddar, residing at 2, Gurusaday Road, Kolkata - 700 019, Police Station Karaya, Post Office Ballygunge, having Income Tax PAN No. AKEPP1176A, (2) Viewlink Highrise LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at "Todi Mansion",

2nd Floor, 1, Lu Shun Sarani, Kolkata - 700 073, Police Station Bowbazar, Post Office Chittaranjan Avenue, having Income Tax PAN No. AANFV6999C, represented by its Designated Partner, Mr. Rishi Todi, son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, Police Station Ballygunge, Post Office Ballygunge, having Income Tax PAN No. ABUPT6543N, (3) **Arial View Highrise LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at "Todi Mansion" 9th floor, 1, Lu Shun Sarani, Kolkata - 700 073, Police Station Bowbazar, Post Office Chittaranjan Avenue, having Income Tax PAN No. ABEFA2816M, represented by its authorized signatory, Mr. Manish Poddar, son of Mr. Ashok Kumar Poddar, residing at 2, Gurusaday Road, Kolkata - 700 019, Police Station Karaya, Post Office Ballygunge, having Income Tax PAN No. AGHPP039C, (4) **Outshine Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1, Lu Shun Sarani, "Todi Mansion", 9th floor, Kolkata - 700073, Police Station Bowbazar, Post Office Chittaranjan Avenue, having Income Tax PAN No. AAEOF06728R, represented by its Designated Partner, Mr. Karan Todi, son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, Police Station Ballygunge, Post Office Ballygunge, having Income Tax PAN No. AFTPT0428F, and (5) **Vehement Highrise LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1, Lu Shun Sarani, "Todi Mansion", 9th floor, Kolkata - 700073, Police Station Bowbazar, Post Office Chittaranjan Avenue, having Income Tax PAN No. AANFV4035F, represented by its Designated Partner, Mr. Chetan Todi, son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, Police Station Ballygunge, Post Office Ballygunge, having Income Tax PAN No. AFTPT0425J, collectively hereinafter referred to as the "**First Party**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of their respective successors-in-interest and/or assigns) of the **One Part And P.S. Group Realty Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 83, Topsia Road (South), Kolkata - 700 046, Police Station Topsia, Post Office Gobindo Ghatak, having Income Tax PAN No. AABCP5390E, represented by its authorized signatory, Mr. Gaurav Dugar, son of Mr. Surendra Kumar Dugar, residing at 2B, Dover Road, Kolkata - 700 019, Police Station Ballygunge, Post Office Ballygunge, having Income Tax PAN No. AGRPD3020C, hereinafter referred to as the "**Second Party**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest) of the **Other Part**.

The "**First Party**" and the "**Second Party**" are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

Whereas:

- A. By and under an Indenture dated 12th April, 2006, registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 8, Pages 1 to 38, Being No. 7058 for the year 2006 ("**Lease Deed No. 1**"), the First Party No. 1

herein, namely Tivoli Park Apartments Private Limited, acquired leasehold rights in respect of All That the piece and parcel of land admeasuring 9 bighas 4 cottahs 3 chittacks 39 sq.ft. more or less, situate, lying at and being Premises No. 225B, A.J.C. Bose Road, Kolkata - 700 020 together with all structures thereon ("**Said Premises**"), more specifically described in the **First Schedule** hereunder written, for the term specified therein.

- B. Thereafter, by and under another Deed of Lease dated 6th July, 2012, registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 14, Pages 6927 to 6954, Being No. 06423 for the year 2012 ("**Lease Deed No. 2**"), the First Party No. 2 herein, namely Viewlink Highrise LLP, then known as Viewlink Highrise Private Limited, acquired leasehold rights in respect of the Said Premises for the period specified therein.
- C. After respectively acquiring leasehold rights in respect of the Said Premises for definitive periods of time respectively under the Lease Deed No. 1 and the Lease Deed No. 2, the First Party No. 1 and the First Party No. 2 entered into an agreement to jointly commercially exploit the Said Premises by developing the same, in pursuance whereof a plan was submitted to the Kolkata Municipal Corporation, which was sanctioned on 28th October, 2014, bearing No. 2014080059 ("**Plan**").
- D. The Second Party being engaged in the business of construction and development of real estate projects and having the necessary infrastructure, expertise, manpower, skills and know-how in the field of real estate development, and further having the financial means and resources, by an Agreement dated 14th March, 2015, registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, CD Volume No. 7, Pages 1163 to 1198, Being No. 02329 for the year 2015 ("**Development Agreement**") executed between the First Party No. 1, the First Party No. 2 (then known as Viewlink Highrise Private Limited) and the Second Party it had been agreed that in lieu of the mutually agreed consideration receivable by each of the said concerned Parties as recorded therein, the Second Party shall undertake, execute and complete at its own costs and expenses, the designing, planning, development, construction, alienation etc. of the Project (*as defined hereinafter*) and deal with the same subject to the mutually agreed terms and conditions as recorded therein, and in furtherance/pursuance of the Development Agreement, several acts, deeds and things have been done, executed and performed including modification/revision of the Plan, which has since also been sanctioned by the Kolkata Municipal Corporation ("**Revised Plan**").
- E. Subsequently, by and under a Deed of Lease dated 22nd February, 2016, registered with the District Sub- Registrar - III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2016, Pages 29232 to 29283, Being No. 160300905 for the year 2016 ("**Lease Deed No. 3**"), the First Party No. 3 herein, namely Arial View Highrise LLP, acquired leasehold rights in respect of the Said Premises for the period specified therein.
- F. By and under another Deed of Lease dated 21st March, 2016, registered with the District Sub-Registrar - III, Alipore, South 24 Parganas, in Book No. I, Volume

No. 1603-2016, Pages 51420 to 51478. Being No. 160301581 for the year 2016 ("Lease Deed No. 4"), the First Party No. 4 herein, namely Outshine Developers LLP, acquired leasehold rights in respect of the Said Premises for the period specified therein.

- G. Thereafter, by and under another Deed of Lease dated 22nd March, 2016, registered with the District Sub-Registrar - III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2016, Pages 70910 to 70948, Being No. 160302250 for the year 2016 ("Lease Deed No. 5"), the First Party No. 5 herein, namely Vehement Highrise LLP, acquired leasehold rights in respect of the Said Premises for the period specified therein.
- H. With the intent and object of generating and reaping greater profits and revenues for the mutual benefit and advantage of each of the Parties as also bearing in mind the interests of the Intending Sub-Lessee(s) (*as defined hereinafter*) to whom rights for a longer tenure could be granted, it has been mutually agreed between the Parties that in addition to each of the First Party No. 1 and the First Party No. 2, each of the First Party No. 3, the First Party No. 4 and the First Party No. 5 would also grant the Development Rights (*as defined hereinafter*) in respect of the Said Premises (de hors any exclusive right or interest in the Said Premises and further de hors any exclusive possession thereof) in favour of the Second Party, in lieu of receipt by each of the said First Party No. 3, the First Party No. 4 and the First Party No. 5 of a mutually agreed consideration.
- I. Thus, without prejudice to the each of the several acts, deeds and things already done, executed and performed in pursuance/furtherance of the Development Agreement including but not limited to the sanction of the Revised Plan, each of which are accepted, confirmed and consented to by each of the Parties hereto, by and under these presents the Parties are desirous of recording their mutually agreed terms and conditions pertaining to the grant by each of the First Party No. 1, the Party No. 2, the First Party No. 3, the First Party No. 4 and the First Party No. 5 in favour of the Second Party of the Development Rights in respect of the Said Premises (de hors any exclusive right or interest in the Said Premises and further de hors any exclusive possession thereof), in lieu of a *inter alia* a mutually agreed consideration as recorded herein

Now Therefore, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:-

Article 1

Definitions and interpretation

1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement, shall have the respective meaning assigned to them in this Article:

- 1.1.1 “**Agreement**” shall mean this Agreement together with all Schedules and/or Annexures stated herein and/or attached hereto and/or incorporated herein by reference, as may be amended in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.
- 1.1.2 “**Annual Lease Deposits**” shall mean the deposits payable to the owners of the Said Premises on an annual basis as stipulated in Lease Deed No. 2 together with the interest and penalty, if any, payable for any delayed payment thereof.
- 1.1.3 “**Applicable Law**” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time.
- 1.1.4 “**Arbitrator**” shall mean Mr. Ravindar Chamaria, son of Late Ram Gopal Chamaria, residing at 5, Hastings Park Road, Hastings Garden, Flat No. 5A, Kolkata - 700 027.
- 1.1.5 “**Business Day**” shall mean all days on which commercial banks are generally open for business in Kolkata.
- 1.1.6 “**Common Areas And Facilities**” shall mean the common areas, parts and portions of the Project and the common facilities and utilities at the building(s) forming a part of the Project to be used in common by the Intending Sub-Lessee(s) and/or the occupiers thereof including those described in the **Second Schedule** hereunder written and such ~~further~~ other common areas, parts and portions of the Project and common facilities and utilities as may be mutually identified and agreed to in writing by and between the Parties including while modifying the Revised Plan in terms of Clause 1.1.10(d) hereto.
- 1.1.7 “**Completion Certificate**” shall have the meaning ascribed to such term in Clause 6.1(ii).
- 1.1.8 “**Deposits**” shall mean each of the amounts levied/charged/received as deposits towards maintenance, municipal rates and taxes, sinking fund, corpus deposits and such other amounts as may be mutually agreed between the Parties hereto, from any Person including an Intending Sub-Lessee in lieu of the sub-lease/license/transfer/alienation etc. of and/or from dealing with any part or portion of the Project (covered or open) and/or the Said Premises including but not limited to the Common Areas And Facilities, together with the interest accrued thereon, if any, each of which sums shall be held by the Second Party till

the same (subject to such deductions as may be applicable) are transferred to the Organisation.

1.1.9 **“Deposit Account”** shall have the meaning ascribed to such term in Clause 8.1(b).

1.1.10 **“Development Rights”** shall mean the rights and obligations of the Second Party in respect of the Said Premises and the constructions thereon subject to the terms of this Agreement, as recorded hereinbelow and in Article 4 of this Agreement:

- (a) to enter into and/or access the Said Premises for the specific purpose of developing, constructing and completing the Project;
- (b) to have the Said Premises surveyed and the soil tested;
- (c) to appoint architects, surveyors, engineers, contractors, consultants, service providers and other Person or Persons in connection with the execution and implementation of the Project;
- (d) to prepare and/or cause to be prepared plans for carrying out any modifications, revisions, amendments etc. to/in the Revised Plan as it stands on the Execution Date in consultation with the First Party, and thereafter submit to the concerned statutory authority, such plan as mutually approved in writing by and between the Parties, and subsequently to have the same approved and sanctioned by such statutory authority, and further to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (e) to prepare and make necessary applications to the relevant Government Authorities and revise, modify or amend such applications, for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any;
- (f) to take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Said Premises or any adjoining or neighbouring premises, and which need to be diverted as a result of the development;
- (g) to serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install all the services;
- (h) to construct/install internal pathways, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines, gas lines, telecommunications and surface and foul water drainage at the Said Premises etc., and ensure that the same connect directly to the mains;

- (i) to transfer and/or deal with the various areas comprising the Project, at the Minimum Consideration and other amounts mutually agreed to between the Parties, each as revised from time to time by and between the Parties;
- (j) to apply for, obtain and keep renewed from time to time, all sanctions, approvals, no objection certificates, permissions, etc., statutory or otherwise, as may be required for the construction and completion of the Project including but not limited to those pertaining to environment etc. and comply with and adhere to each of the terms, conditions and stipulations as contained in each of such sanctions, approvals, no-objection certificates, permissions etc., and keep the First Party and the FP Indemnified Parties safe, harmless and fully indemnified from and against all costs, charges, claims, liabilities, losses and damages in respect thereof;
- (k) to apply for and obtain the occupancy certificate, completion certificate, approvals, certificates, consents relating *inter alia* to fire, sewage, environmental clearance, pollution and all other certificates/approvals/licenses/consents/registrations etc. required for the execution, implementation and completion of the Project;
- (l) to develop the Project under the joint and/or collective brand names of the First Party and the Second Party, and to display and advertise the name, brand name etc. of the First Party and the Second Party at the Said Premises;
- (m) to undertake, execute and complete the Project in terms of the Specification and Finishes in accordance with all Applicable Laws, and to deal with the same in terms of this Agreement,

each of the above in accordance with the terms and conditions stipulated herein.

1.1.11 "**Dispute**" shall have the meaning ascribed to such term in Clause 14.1.

1.1.12 "**Escrow Banker**" shall have the meaning ascribed to such term in Clause 8.1.

1.1.13 "**Effective Date**" shall mean the 14th day of March, 2015.

1.1.14 "**Environmental Clearance Date**" shall mean the date on which the 'Consent To Establish' permission is issued by the concerned environment department.

1.1.15 "**Execution Date**" shall mean the date of execution of this Agreement.

1.1.16 "**Extra Charges**" shall mean the fees/charges/amounts levied and/imposed and/or received/collected by the Second Party on/from each Person including an Intending Sub-Lessee towards any extra charges, generator charges and charges and expenses allied/related thereto, electricity charges and charges/fees towards/in lieu of Rule 25 or the equivalent rule of the municipal corporation rules as amended from time to time and/or any corresponding and/or related rule and/or section of the relevant statute.

1.1.17 **"Extra Charges Account"** shall have the meaning ascribed to such term in Clause 8.1(c).

1.1.18 **"Force Majeure Event"** in relation to a Party shall be limited only to:-

- i) acts of war, invasions, acts of foreign enemy, armed conflicts, terrorism, riots, curfews and acts of Government;
- ii) acts of God, earthquake, cyclone, volcanic eruption, fire or landslide, provided that the same affect the Said Premises and have not been caused and/or occasioned by any act of commission and/or omission of/by the Party and/or the men, servants, agents, employees, personnel etc. of the Party claiming the event to be a force majeure event;
- iii) radioactive contamination or ionizing radiation, which affects the Said Premises;
- iv) any judgment, injunction/interim order or other order of or any restrictions imposed by any court of competent jurisdiction or statutory authority in India provided that the same has not been occasioned due to an act of omission or commission of the Party and/or the men, servants, agents, employees, personnel etc. of the Party claiming the event to be a force majeure event.

1.1.19 **"FP Cure Period"** shall have the meaning ascribed to such term in Clause 12.2.2.1.

1.1.20 **"FP Event of Default"** shall have the meaning ascribed to such term in Clause 12.2.1.

1.1.21 **"FP Indemnified Parties"** shall mean the respective directors, officers, representatives, employees and agents of the First Party No. 1, the First Party No. 2, the First Party No. 3, the First Party No. 4 and the First Party No. 5.

1.1.22 **"FP Share"** shall have the meaning ascribed to such term in Clause 8.3(i).

1.1.23 **"Governmental Authority"** shall mean: (a) any national, state, city, municipal or local government, governmental authority, defence authorities; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any competent court or tribunal.

1.1.24 **"Green Building Approvals"** shall mean all the permissions, approvals, sanctions, no-objections to be obtained by the Second Party after the Project has been notified/sanctioned as a green building project by the concerned Governmental Authority(ies).

- 1.2.25 **"Gross Revenues"** shall mean each of the amounts levied/charged/received on/from any Person including an Intending Sub-Lessee towards the sub-lease/license/transfer/alienation etc. of and/or from dealing with any part or portion of the Project (covered or open) and/or the Said Premises including but not limited to the Common Areas And Facilities as also all/any charges/fees levied by the Second Party for the use and/or provision of any amenity/utility at the Project and/or in any of the units comprising the Project and/or on any account whatsoever including but not limited to highrise charges, club fees and charges, PLC, nomination/transfer/assignment charges, save and except:(a) the Deposits; (b) the Taxes; (c) legal fees; and (d) the Extra Charges.
- 1.1.26 **"GR Account"** shall have the meaning ascribed to such term in Clause 8.1(a).
- 1.1.27 **"Intending Sub-Lessee"** shall mean any Person intending to acquire:(a) leasehold rights in any of the several units/constructed spaces at the Project; and/or (b) the right to use vehicle parking spaces at the Project; and/or (c) any nature of right in respect of any part or portion of the Said Premises, each for a pre-determined fixed period of time.
- 1.1.28 **"Interest"** shall have the meaning ascribed to such term in Clause 6.1(ii).
- 1.1.29 **"Lease Deed No. 1"** shall have the meaning ascribed to such term in Recital A.
- 1.1.30 **"Lease Deed No. 2"** shall have the meaning ascribed to such term in Recital B.
- 1.1.31 **"Lease Deed No. 3"** shall have the meaning ascribed to such term in Recital E.
- 1.1.32 **"Lease Deed No. 4"** shall have the meaning ascribed to such term in Recital F.
- 1.1.33 **"Lease Deed No. 5"** shall have the meaning ascribed to such term in Recital G.
- 1.1.34 **"Lease Deeds"** shall mean and refer to the Lease Deed No. 1 and the Lease Deed No. 2 and the Lease Deed No. 3, and the Lease Deed No. 4 and the Lease Deed No. 5 collectively.
- 1.1.35 **"Lease Rentals"** shall mean the lease rentals and all other outgoings by whatever name called, payable to the owners of the Said Premises as stipulated in the concerned Lease Deeds together with the interest and penalty, if any, payable for any delayed payment thereof.
- 1.1.36 **"Minimum Consideration"** shall have the meaning ascribed to such term in Clause 6.1(xiii)(a).
- 1.1.37 **"Monthly Lease Deposits"** shall mean the deposits payable to the owners of the Said Premises on a monthly basis as stipulated in Lease Deed No. 2, presently being a sum of Rs. 5,00,000/- (Rupees Five Lacs only) together with the enhancement(s) thereof as stipulated in Lease Deed No. 2, further together with the interest and penalty, if any, payable for any delayed payment thereof.

- 1.1.38 “**Outgoings**” shall mean the property taxes, municipal rates, land revenue and all other charges and outgoings, by whatever name called in respect of the Said Premises.
- 1.1.39 “**Organisation**” shall mean the entity formed and/or caused to be formed by the Second Party within a period of 1 (one) year from the date of the Completion Certificate, the nature, composition, constituents, structure etc. whereof shall be determined by the Second Party in consultation with the First Party, which entity shall be entrusted *inter alia* with the maintenance, management, upkeep and administration of the Project and such other roles and obligations as may be mutually determined by the Parties.
- 1.1.40 “**Owners’ Payment**” shall have the meaning ascribed to such term in Clause 7.1.1.
- 1.1.41 “**Person(s)**” shall mean any individual, firm, proprietorship enterprise, unincorporated association, body corporate, corporation, company, partnership, limited liability company/partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, that person’s respective successors, permitted assigns and permitted transferees.
- 1.1.42 “**Plan**” shall have the meaning ascribed to such term in Recital C.
- 1.1.43 “**Project**” shall mean a high-end luxurious residential development comprising *inter alia* of building(s), to be undertaken, executed, implemented and completed by the Second Party on the Said Premises as per the Specifications And Finishes detailed in the **Third Schedule** hereto, in terms of and subject to the terms of this Agreement.
- 1.1.44 “**Project Costs**” shall mean all the direct, indirect and ancillary costs and charges as may be required to be incurred from time to time for the purpose of undertaking and implementing the designing, planning, development, construction, execution, completion, and administration of the Project including but not limited to the costs and expenses to be incurred towards the costs of the materials, labour, resources, several statutory taxes and charges as may be applicable and payable from time to time, including those for obtaining various statutory and/or other permissions/approvals/no objection certificates, fees of the architects, contractors, consultants etc., as also such other costs and expenses as stated elsewhere in this Agreement.
- 1.1.45 “**Revised Plan**” shall have the meaning ascribed to such term in Recital D.
- 1.1.46 “**Said Premises**” shall have the meaning ascribed to such term in Recital A, more specifically described in the **First Schedule** hereunder written.
- 1.1.47 “**Security Deposit**” shall presently mean a sum of Rs. 1,00,00,000/- (Rupees One Crore only).

- 1.1.48 “**SP Cure Period**” shall have the meaning ascribed to such term in Clause 12.1.2.1.
- 1.1.49 “**SP Event of Default**” shall have the meaning ascribed to such term in Clause 12.1.1.
- 1.1.50 “**SP Share**” shall have the meaning ascribed to such term in Clause 8.3(ii).
- 1.1.51 “**Specifications and Finishes**” shall mean the specifications and finishes in accordance whereof the Project shall be executed and completed by the Second Party, as more specifically described in the **Third Schedule** hereunder written.
- 1.1.52 “**Taxes**” shall mean each of the amounts levied/charged/received towards service tax, GST/VAT etc. and/or any other applicable statutory tax, from any Person in lieu of the sub-lease/license/transfer/alienation etc. of and/or from dealing with any part or portion of the Project (covered or open) and/or the Said Premises including but not limited to the Common Areas And Facilities, each of which sums shall be held by the Second Party till the same are paid to the concerned statutory authority(ies).

1.2 Interpretation:

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing, signed by each of the Parties hereto;
- 1.2.3 references to Recitals, Clauses, Schedules and Annexures are references to the recitals, clauses, schedules and annexures of/to this Agreement. The Recitals, Schedules and Annexures form a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Schedules and Annexures;
- 1.2.4 an obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 1.2.5 headings have been incorporated in this Agreement only for convenience of reference and shall not in isolation or otherwise be considered or affect the construction or interpretation of this Agreement;
- 1.2.6 the term “or” shall not be exclusive and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a

- whole and not merely to the specific provision where such terms may appear, and the terms “including” and “include” shall be construed without limitation;
- 1.2.7 each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- 1.2.8 in the determination of any period of days for the occurrence of an event or the performance of any act or thing, the day on which the event happens or the act or thing is done shall be deemed to be excluded, and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- 1.2.9 time is of the essence in the performance by the concerned Parties of their respective obligations. If any time period specified herein is mutually extended in writing by the Parties, such extended time shall also be of the essence;
- 1.2.10 the words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings;
- 1.2.11 words denoting masculine gender shall include the feminine and neutral genders as well;
- 1.2.12 words denoting singular number shall include the plural and vice versa;
- 1.2.13 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase, shall have the corresponding meanings;
- 1.2.14 reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement in writing from time to time by each of the Parties hereto;
- 1.2.15 in the event of any inconsistency between the Clauses and the Schedules hereto, the Clauses of this Agreement shall prevail;
- 1.2.16 no provision of this Agreement 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 thereof;
- 1.2.17 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties shall be in writing.

Article 2

Representations and warranties

- 2.1 Each Party hereby represents and warrants to the other as under:

- 2.1.1 it is duly organized and validly existing under the laws of India, and has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- 2.1.2 the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorised by all necessary corporate actions on the part of it and if called upon, each of the Parties shall provide copies of all documents in support thereof to the other Party(ies); and
- 2.1.3 this Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and
- 2.1.4 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
- (i) Applicable Laws; or
 - (ii) any order, judgment or decree applicable to it; or
 - (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.
- 2.2 In addition to the above:
- 2.2.1 the Second Party represents that it has carried out its internal survey, valuation, assessment etc. vis-à-vis the marketability of the Project and of all the other matters pertaining to the development thereof together with the costs associated therewith including the Project Costs, and only after being completely satisfied in all respects, has entered into this Agreement, and
- 2.2.2 the First Party represents that save as disclosed to the Second Party:
- 2.2.2.1 the Said Premises is free from liens, charges and mortgages, and furthermore the Said Premises is free from attachments, acquisitions and requisitions.
 - 2.2.2.2 to the best of the knowledge of the First Party, the Said Premises is marketable.
 - 2.2.2.3 each of the Lease Deeds are valid and subsisting.
 - 2.2.2.4 no material breach of any of the terms and conditions of the Lease Deeds has been committed by the First Party No. 1 or the First Party No. 2 or the First Party No. 3 or the First Party No. 4 or the First Party No. 5 as applicable, resulting in

termination of the applicable Lease Deeds and/or affecting the proposed development of the Project.

- 2.2.2.5 the Lease Rentals, Annual Lease Deposits and Monthly Lease Deposits agreed to be paid has been paid and/or shall be paid in terms of the applicable Lease Deeds;
- 2.2.2.6 all municipal rates taxes and other outgoings in respect of Said Premises as per the demand(s) received by the First Party No. 1 till the Effective Date have been paid;
- 2.2.2.7 to the best of the knowledge of the First Party, there is no legal bar or impediment in/to the First Party entering into this Agreement.
- 2.2.2.8 the Said Premises is free from any encumbrances and charges and is in the vacant possession of the First Party No. 1, and excepting the First Party no one else has any right or claim in respect of the leasehold interest of the First Party in the Said Premises or any part thereof, whether by way of any agreement for sub-lease or otherwise.

Article 3

Grant of Development Rights

- 3.1 Subject to and in accordance with the terms and provisions of this Agreement and in lieu of the consideration as recorded herein and further without prejudice to the each of the several acts, deeds and things already done, executed and performed in pursuance/furtherance of the Development Agreement including but not limited to the sanction of the Revised Plan:
 - 3.1.1 the First Party agree to grant in favour of the Second Party, the Development Rights (de hors any exclusive right or interest in the Said Premises and further de hors any exclusive possession thereof); and
 - 3.1.2 the Second Party, in lieu of the consideration recorded herein, accepts the aforesaid grant of the Development Rights and agrees and covenants to undertake and complete the Project, at its own costs, risk and liability.

Article 4

Consideration

- 4.1 The consideration in lieu whereof the First Party have agreed to grant the Development Rights to the Second Party is:- (i) the Second Party agreeing to

undertake the construction and completion of the Project at its own cost and expense including the Project Costs; and (ii) the receipt by the First Party of the FP Share and such other amounts as stipulated herein and/or as mutually agreed to between the Parties

- 4.2 The consideration in lieu whereof the Second Party has agreed to commercially exploit the Said Premises by undertaking the construction and completion of the Project at its own cost and expense including the Project Costs, is the receipt by the Second Party of the SP Share, subject to compliance and fulfillment by the Second Party of the terms and conditions stipulated herein.

Article 5

Security Deposit

- 5.1 In order to secure due performance by the Second Party of its obligations, the Second Party has deposited/agreed to deposit with the First Party in the proportion mentioned in the **Fourth Schedule** hereunder written, the amount comprising the Security Deposit as and by way of a refundable interest free security deposit.
- 5.2 The Security Deposit shall be held by the First Party free of interest, and subject to and without prejudice to the other provisions of this Agreement shall be refunded in the following manner notwithstanding the provisions of Clause 8.3:-
- (a) towards refund of 87.50% (eighty seven point fifty percent) of the Security Deposit, the Second Party shall be entitled to receive:
- (i) 60% (sixty percent) of the FP Share comprised in the 1st (first) instalment received from every Intending Sub-Lessee, and
- (ii) 40% (forty percent) of the FP Share comprised in the 3rd (third) instalment received from every Intending Sub-Lessee;
- and
- (b) towards refund of the balance 12.50% (twelve point fifty percent) of the Security Deposit, the Second Party shall be entitled to receive the FP Share comprised in the last instalment received from every Intending Sub-Lessee.

Article 6

Obligations of the Second Party

- 6.1 The Second Party further agrees, covenants and undertakes to carry out the construction and completion of the Project and to do, execute and perform, all at its own cost and expense including the Project Costs as also at its own risk and

liability, but without in any manner affecting/prejudicing the right, title and interest of the First Party in/to/upon the Said Premises, the following acts, deeds and things:-

- i) complete the Project in accordance with the Revised Plan, as evidenced by a completion certificate issued by the Kolkata Municipal Corporation ("**Completion Certificate**"), within 4 (four) years from the Environmental Clearance Date (excluding the time period during which the construction work may have to be temporarily suspended in order to apply for and obtain the Green Building Approvals) with a grace period of 6 (six) months thereafter provided that in the event of any delay in completing the Project beyond the aforesaid stipulated period, then without prejudice to the rights of the First Party as stipulated in Article 12, the Second Party shall be liable and responsible to pay to the First Party, interest at the rate of 12% (twelve percent) per annum compounded on a quarterly basis ("**Interest**") on the FP Share of each of the amounts that would have been paid/become payable by each of the Intending Sub-Lessee(s), but for such delay;
- ii) carry out the development and completion of the Project as also perform its obligations stipulated herein diligently and with due skill, care and efficiency and in a good and workmanlike manner, strictly in accordance with the Revised Plan and the Specifications and Finishes;
- iii) pay and bear all the Outgoings in respect of the Said Premises commencing on and from the Effective Date till the date of receipt of the Completion Certificate;
- iv) remain liable and responsible for due compliance of/with all statutory requirements, whether local, state or central in respect of the construction, development and completion of the Project, and keep the First Party and the FP Indemnified Parties safe, harmless and indemnified from and against all costs, charges, claims, liabilities, losses and damages in respect thereof;
- v) remain liable and responsible for any accident and/or mishap taking place while undertaking the construction and completion of the Project save and except any accident and/or mishap caused due to any internal work permitted by the Second Party to be carried out by any Intending Sub-Lessee, for which such Intending Sub-Lessee shall be and shall remain liable and responsible, and to keep the First Party and the FP Indemnified Parties safe, harmless and indemnified from and against all costs, charges, claims, liabilities, losses and damages in respect thereof;
- vi) obtain such insurance policy (from a reputable insurance company), as may be necessary to indemnify the First Party and the FP Indemnified Parties, and to keep the First Party and the FP Indemnified Parties safe, harmless and indemnified from/against claims etc. by third parties in connection with the execution and implementation of the Project;

- vii) make proper provision for security of the Said Premises and the goods, articles, equipments etc. lying thereat;
- viii) apply for and obtain registration with all necessary authorities including but not limited to under the provisions of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993;
- ix) make payment of all statutory taxes, rates, etc. payable in relation to the construction, development and completion of the Project;
- x) cause the architect of the Project to determine the mode, manner, calculation, loading and charging of the super built-up area of the several spaces to comprise the Project;
- xi) on a fortnightly basis or as and when requested for by either Party, review and revise, as may be mutually agreed to by and between the Parties hereto:
 - a) the minimum consideration, deposits including the Deposits and other amounts etc., payable by an Intending Sub-Lessee in lieu of transfer of and/or the right to use any part or portion of the Project (collectively "**Minimum Consideration**") bearing in mind the then prevailing circumstances; and
 - b) the terms and conditions of alienation of any part or portion of the Project;
- xii) immediately on the closure/finalization of any negotiations and/or transactions with any Intending Sub-Lessee and/or in respect of any part of portion of the Project, the Second Party shall provide the First Party with all the details of such negotiations and/or transactions;
- xiii) submit fortnightly statements to the First Party setting forth the fortnightly Gross Revenues and the agreements entered into with Intending Sub-Lessee(s) together with copies thereof;
- xiv) not to allow any person or party to encroach into or upon any part or portion of the Said Premises;
- xv) not to expose the First Party and/or the FP Indemnified Parties to any liability, and to remain solely liable and/or responsible for all acts, deeds, matters and things pertaining to the construction and completion of the Project, and to pay, perform and observe all the terms, conditions covenants and obligations on the part of the Second Party to be paid, performed and observed;
- xvi) appoint its own professional team for undertaking the development of the Project;

- xvii) take all necessary action to enforce the due, proper and prompt performance and discharge by members of its professional team and third parties of their respective obligations under all contracts, sub-contracts, agreements etc. executed by the Second Party;
- xviii) abide by and comply with each of the terms and conditions of each of the Lease Deeds, and not to do or permit any act, deed or thing which may be in and/or lead to a violation/contravention thereof.
- 6.2 The Second Party shall be and shall remain responsible and liable for the due performance and fulfilment of all the contracts pertaining to the Project, it being clarified and understood that none of the architects, contractors, consultants, service providers, personnel etc. appointed by the Second Party for execution of the Project shall have and/or shall be deemed to have any privity of contract with the First Party (each of whom shall be deemed to be the employees, personnel etc. of the Second Party), and further no right or interest shall be deemed to have been created in the Said Premises in favour of any such entity/person by virtue of the contracts executed by the Second Party. The Second Party shall be and shall remain solely liable and responsible for the performance and fulfillment of all obligations (both by itself and by the parties with whom the Second Party has contracted) under each of the contracts executed by the Second Party and also for compliance of/with Applicable Laws in respect of its personnel, employees, etc., and shall keep the First Party and the FP Indemnified Parties fully safe, harmless and indemnified in respect thereof.
- 6.3 The Second Party shall hand over to the First Party, true copies of all the permissions, clearances, no-objection certificates etc. pertaining to the Project as also provide inspection of the same from time to time as may be requested by the First Party.
- 6.4 The publicity and marketing of the Project shall be carried out by the Second Party in accordance with such plan(s) as shall be mutually agreed between the Parties, on the understanding that:-
- (a) the costs, charges, expenses, fees, commission etc., if any paid/payable to brokers/real estate agents, shall, at actuals, be respectively borne by the First Party and the Second Party in the ratio of 67:33; and
 - (b) the First Party shall reimburse to the Second Party the costs incurred by the Second Party towards advertising, publicity and marketing of the Project subject to a maximum of 1% (one percent) of the Gross Revenues or 67% (sixty seven percent) of the actual costs, whichever be lower.

Article 7

Obligations of the First Party

- 7.1 The First Party further agrees, covenants and undertakes that the First Party will:-

7.1.1 remain liable to pay and clear:

- (a) the entirety of the Outgoings for the period till the Effective Date; and
- (b) the entirety of the Lease Rentals together with the interest and penalty, if any, payable for any delayed payment thereof; and
- (c) the entirety of Monthly Lease Deposits together with the interest and penalty, if any, payable for any delayed payment thereof; and
- (d) the entirety of the Annual Lease Deposits together with the interest and penalty, if any, payable for any delayed payment thereof,

it being agreed that understood that on the date of receipt of the Completion Certificate (of which date the Second Party shall give the First Party prior written notice of atleast 15 (fifteen) Business Days), the First Party at their option, shall either (a) pay to the owners of the Said Premises the entirety of the amounts payable to the said owners as and by way of Lease Rentals, Monthly Lease Deposits and Annual Lease Deposits under the provisions of the applicable Lease Deeds or such amount as mutually agreed between the said owners and the First Party ("**Owners' Payments**") on a Net Present Value (NPV) basis; or (b) the First Party shall make a reserve fund for the Owners' Payment and hand over such reserve fund to the Organisation subject to the Organisation and each of the Intending Sub-Lessees agreeing and undertaking to make timely payment of each of such amounts to the owners of the Said Premises as also to keep each of the First Party, the FP Indemnified Parties and the Second Party fully safe, harmless and indemnified in respect of the aforesaid payments;

7.1.2 not deal with any part or portion of the Said Premises save in the manner specified in this Agreement;

7.1.3 ensure that the leases are not terminated provided that the same is/has not been occasioned and/or caused due to any act of commission and/or omission of/by the Second Party and/or the men, servants, agents, employees, personnel etc. of the Second Party;

7.1.4 co-operate with the Second Party in the execution and implementation of the Project in terms of this Agreement;

7.1.5 not cause any hindrance or obstruction in the work of construction to be carried on by the Second Party provided that the Second Party has not committed breach of any of its obligations stipulated in this Agreement;

7.1.6 provide the Second Party with any documentation and information relating to the Said Premises as may be reasonably required by the Second Party from time to time related to the development of the Said Premises provided that the same be available with the First Party;

- 7.1.7 render all assistance as may be reasonably requested for by the Second Party in obtaining statutory clearances and permissions for the Project, it being clarified and understood that the role of the First Party in this regard shall be merely to assist the Second Party and such assistance shall in no manner cast any obligation or liability or responsibility on the First Party regarding the same;
- 7.1.8 sign, execute and deliver such applications, papers, deeds and documents as may be reasonably requested by the Second Party from time to time for submission to any Governmental Authority for applying for and obtaining any permission pertaining to the Project;
- 7.1.9 in the event of there being any established defect in the leasehold right held by the First Party in respect of any part or portion of the Said Premises, to cure the same at their own cost and expense;
- 7.1.10 abide by and comply with each of the terms and conditions of each of the Lease Deeds and not to do or permit any act, deed or thing, which may be in violation/contravention thereof;
- 7.1.11 do, execute and perform all such acts, deeds and things as may be reasonably requested from time to time by the Second Party;
- 7.1.12 act in good faith towards the Second Party so that the Project can be successfully completed.
- 7.2 The First Party shall permit and authorize the Second Party to enter the Said Premises to develop the same in terms of this Agreement till the completion of the Project, it being agreed and understood that such permission/license granted to enter the Said Premises shall however not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882, read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being clarified and understood that the legal physical possession of the Said Premises shall always remain and continue to vest and remain with only the concerned party comprising the First Party. The Second Party shall only be permitted to enter upon the Said Premises by way of a licensee to develop the same in terms hereof.

Article 8

Utilisation of funds accruing from the Project

- 8.1 Within 60 (sixty) days from the Execution Date, the Second Party shall open 3 (three) separate accounts for the Project, all with any scheduled/nationalized bank at Kolkata ("**Escrow Banker**"). for the respective purposes mentioned hereinbelow:

- (a) each of the amounts to be received/received on account of/towards the Gross Revenues together with the Taxes shall be/have been deposited with the Escrow Banker for credit to one of the aforesaid designated bank accounts ("**GR Account**"); and
- (b) each of the amounts to be received/received on account of/towards the Deposits shall be/have been deposited with the Escrow Banker for credit to the second of the abovementioned designated bank accounts ("**Deposit Account**"); and
- (c) each of the amounts received towards the Extra Charges shall be/have been deposited with the Escrow Banker for credit to the third of the aforesaid designated bank accounts ("**Extra Charges Account**").

8.2 The Second Party shall be bound and obliged to provide the First Party, on a fortnightly basis, bank statements of each of the GR Account, Deposit Account and Extra Charges Account. Further, the Second Party undertakes and covenants not to in any manner whatsoever or howsoever utilize/apply/deal with any part or portion of the amounts:-

- (a) comprising the FP Share save for the limited purpose of utilizing a part thereof towards liquidating the Security Deposit subject to the terms of and/or in the manner stipulated in Clause 5.2 herein; and
- (b) deposited in the Deposit Account, save in the manner mutually agreed to in writing between the Parties .
- (c) deposited in the Extra Charges Account, save and except such limited amount lying therein as may be mutually agreed to in writing between the Parties.

8.3 Subject to the provisions of Clause 5.2, out of the total amount deposited in the GR Account,

- (i) 67% (sixty seven percent) of the amounts comprising the Gross Revenues shall belong to the First Party ("**FP Share**");
- and
- (ii) the balance 33% (thirty three percent) of the amounts comprising the Gross Revenues shall belong to the Second Party ("**SP Share**").

8.4 The Second Party covenants and undertakes that the FP Share shall be paid/ disbursed to the First Party on a fortnightly basis after:-

- (a) deduction of TDS; and

- (b) retention of 1% (one percent) of the Gross Revenues towards advance on account reimbursement of the marketing costs stipulated in Clause 6.4(b) hereto, and further only in cases when brokers are involved, retention of 1.34% (one point thirty four percent) of the FP Share towards advance on account reimbursement of the brokerage charges, each of the above subject to finalization of all accounts between the Parties hereto in terms of the provisions of Clause 6.4 herein within a period of 15 (fifteen) days from the date of receipt of the Completion Certificate, whereupon either the First Party shall reimburse further sums to the Second Party or the Second Party shall refund the excess amounts retained by the Second Party as advances.
- 8.5 The Second Party further undertakes and covenants not to utilize/apply/withdraw any part or portion of the SP Share until fulfillment of any outstanding obligation of the Second Party in respect of payment of the Outgoings together with the interest and/or penalty thereon, if any.
- 8.6 It is further agreed and understood between the Parties that if after issuance of the Completion Certificate there remain any un-alienated units/areas/spaces etc. whether open or covered at the Project and/or at any part or portion of the Said Premises, then the same shall be mutually allocated between the First Party and the Second Party in the ratio of 67:33 respectively, and there shall be no sharing of funds/revenues between the Parties in respect of such areas after such allocation. The First Party and the Second Party shall respectively be responsible to make payment of the Deposits for the respective units allocated to each of them, and further in respect of the units so allocated to the First Party, the First Party shall also be responsible to make payment to the Second Party of such Extra Charges as may be mutually agreed between the Parties hereto.

Article 9

Authority

- 9.1 In order to facilitate the Second Party to undertake the Project and/or for speedy construction and completion of the Project, the First Party has simultaneously granted and/or immediately following the execution of these presents shall grant powers and authorities to the Second Party, and in pursuance thereof the First Party will execute and register requisite documents, including specific powers as may be reasonably required by the Second Party in this regard, at the cost and expense of the Second Party and the same shall not be revoked till completion of this Project subject to compliance and fulfillment by the Second Party of its obligations stipulated herein.

Article 9A

Funding for the Project

- 9A.1 The Second Party shall be entitled to raise construction finance for the development and construction of the Project subject to a maximum limit of Rupees Seventy Five Crores only, from any bank or financial institution or housing finance company or non-banking financial company (save and except any private lenders) upon such terms and conditions as may be applicable, and for such purpose the Second Party shall be entitled to create a charge only in respect of the SP Share, and further only in order to facilitate the Second Party, the First Party No. 1 will, at the request and costs of the Second Party, cause the leasehold interest in respect of the Said Premises to be charged or mortgaged in favour of such bank or financial institution or housing finance company or non-banking financial company (save and except any private lenders), as the Second Party may determine from time to time, by way of equitable mortgage by deposit of the original Lease Deed No. 1, whereupon the First Party No. 2, the First Party No. 3, the First Party No. 4 and the First Party No. 5 will confirm the aforesaid, and if so required by the concerned lender, each of the First Party No. 2, the First Party No. 3, the First Party No. 4 and the First Party No. 5 will hand over the originals of their respective lease deeds comprising the Lease Deeds in favour of such lender as and by way of additional security only, and not by way of equitable mortgage by deposit of title deeds, it being agreed and understood that in the event during the subsistence of the aforesaid construction finance the period stipulated in the Lease Deed No. 2 commences, then if so required, the First Party No. 2 will, at the request of the Second Party, charge/mortgage its leasehold interest in the Said Premises by way of equitable mortgage by deposit of the original Lease Deed No. 2.
- 9A.2 It is expressly agreed and/or declared by the Second Party that the charge to be created in pursuance of Clause 9A.1 hereinabove shall notwithstanding anything to the contrary or otherwise stipulated elsewhere in this Agreement remain restricted only to the SP Share, and in no event shall the Second Party be entitled to create any charge and/or lien and/or encumbrance over and/or in respect of any part or portion of the FP Share, and no part or portion of the FP Share shall be utilized and/or appropriated and/or applied for/towards repayment or otherwise of the aforesaid borrowings of/by the Second Party.
- 9A.3 For the aforesaid purpose, the First Party shall sign and execute all necessary deeds, documents instruments as may be reasonably requested for by the Second Party and further will also execute powers and authorities in respect thereof in favour of the Second Party and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of the creation of the aforesaid mortgage including signing and executing all necessary deeds and documents.
- 9A.4 It is unequivocally and unambiguously made clear and understood and further the Second Party undertakes and covenants that neither any of the parties comprising/ constituting the First Party nor any part or portion of the FP Share shall in any

manner be responsible and/or liable and/or applied for repayment of such loan amount/borrowings of the Second Party and/or the interest accrued or due thereon and/or for the due compliance and/or performance of any of the terms, conditions, obligations etc. relating/pertaining to the same, and the Second Party shall indemnify and keep each of the parties comprising/constituting the First Party safe, harmless and indemnified from and against all costs, charges, demands, claims, actions, suits and proceedings arising therefrom and/or in respect thereof.

- 9A.5 The Second Party further confirms and undertakes that the funds received as aforesaid shall be appropriated and used by the Second Party solely and exclusively for the execution and implementation of the Project and for no other purpose whatsoever or howsoever.
- 9A.6 For the avoidance of any doubt it is further clarified that the abovestated loan if any obtained by the Second Party and/or the terms and conditions attached to/governing the same shall in no manner impede and/or prejudice and/or hamper and/or hinder the right of the First Party to receive the FP Share in terms of this Agreement. and the Second Party undertakes and covenants to ensure that the aforesaid is strictly enforced and complied with.

Article 10

Management and maintenance of the Project

- 10.1 It is agreed that the Second Party shall manage, maintain and administer the Project until formation of the Organisation, and after formation of the Organisation, the management and maintenance of the Project shall be entrusted to the Organisation subject to and in accordance with the terms in respect thereof as stipulated by the Parties hereto, along with hand over of the then remaining Deposits together with accounts to such Organisation.

Article 11

Documentation

- 11.1 All documents for the transfer/sub-lease/alienation of any space, unit, parking spaces etc. and/or for granting any manner of right or interest in any space/area (open or covered) at any part or portion of the Project and/or in respect of any part or portion of the Said Premises shall be entered in the collective names of the Parties hereto.
- 11.2 All agreements, documents, deeds, papers etc. pertaining to the transfer/creation of any manner of interest/right in any part or portion of the Project and/or the Said Premises including those stated in Clause 11.1 shall be uniform in nature and shall be in terms of the drafts caused to be prepared by the Second Party in consultation with the First Party and thereafter accepted in writing by the First Party,

containing such terms and conditions as shall be mutually agreed between the Parties hereto, including a specific covenant recording that the entirety of the consideration, Deposits and Extra Charges payable thereunder shall be deposited in/drawn in the name of the GR Account, the Deposit Account and the Extra Charges Account, as applicable.

- 11.3 Each of the Parties shall respectively nominate a representative, who shall be present as and when requested by the other Party, for the execution and registration of any of the aforesaid documents, for and on their respective behalf.
- 11.4 The Second Party agrees and undertakes to reimburse to the First Party all legal fees incurred by the First Party towards having the drafts of the documents vetted by the legal advisor of the First Party.

Article 12

Defaults and remedies

12.1 SP Event of Default and consequences

12.1.1 SP Event of Default

Any of the following shall be deemed to be an event of default by the Second Party under this Agreement (“**SP Event of Default**”):

- 12.1.1.1 the Second Party fails to take any steps in respect of the Project for 4 (four) months in a financial year and/or work on the Project/Said Premises stops/is stopped by the Second Party for 3 (three) months in a financial year, each of the above subject to and without prejudice to the provisions Clause 15.2;
- 12.1.1.2 termination of any of the Lease Deeds due to any act of omission and/or commission of/by the Second Party;
- 12.1.1.3 any change in the constitution and/or shareholding pattern of the Second Party without the prior written consent of the First Party such that Mr. Surendra Kumar Duggar, son of Late J.M. Dugar, residing at 2B Dover Road, Kolkata - 700 019 together with his nominees, associates etc. no longer directly or indirectly controls 51% (fifty one percent) of the shareholding of the Second Party;
- 12.1.1.4 the Second Party has proceedings for bankruptcy or dissolution or liquidation or winding-up filed against it;
- 12.1.1.5 the occurrence of any other event mutually agreed between the Parties as constituting a SP Event of Default.

12.1.2 Consequences on the occurrence of SP Event of Default

12.1.2.1 Upon the occurrence of a SP Event of Default, the Second Party shall be obliged to cure or remedy the specified event of default within a period of 60 (sixty) days from the date of receipt by the Second Party of the written notice issued by the First Party in that regard ("**SP Cure Period**").

12.1.2.2 In the event of occurrence of a SP Event of Default which in the sole opinion of the First Party cannot be cured or is not cured within the SP Cure Period or it is the 2nd (second) time that the Second Party has committed any SP Event of Default, then the First Party shall be entitled to terminate this Agreement by giving the Second Party written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the First Party in its notice of termination to the Second Party.

12.1.2.3 It is further agreed and understood that during the SP Cure Period, the Second Party shall keep the First Party regularly updated about the steps being taken by the Second Party for curing the specific SP Event of Default.

12.2 FP Event of Default and consequences

12.2.1 FP Event of Default

Any of the following shall be deemed to be an event of default by the First Party under this Agreement ("**FP Event of Default**"):

- 12.2.1.1 any material defect in the title to the Said Premises caused due to any act of omission and/or commission of/by the First Party;
- 12.2.1.2 termination of the Lease Deeds due to any act of omission and/or commission of/by the First Party;
- 12.2.1.3 the First Party has proceedings for bankruptcy or dissolution or liquidation or winding-up filed against it;
- 12.2.1.4 any change in the constitution and/or shareholding pattern of the First Party No.1 or the First Party No. 2 or the First Party No. 3 or the First Party No. 4 or the First Party No. 5 without the prior written consent of the Second Party such that Mr. Arun Kumar Poddar, son of Late B.P. Poddar, residing at 2, Gurudsay Road, Kolkata - 700 019 and/or Mr. Manish Poddar, son of Mr. Ashok Kumar Poddar, residing at 2, Gurudsay Road, Kolkata - 700 019 and/or Mr. Pawan Kumar Todi, son of Mr. Nand Lal Todi, residing at 2, Queens Park, Kolkata - 700 019 and/or Mr. Rishi Todi, son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, each together with their respective nominees, associates etc. no longer directly or indirectly control 51% (fifty one percent) of the shareholding of the First Party No. 1 or the First Party No. 2 or the First Party No. 3 or the First Party No. 4 or the First Party No. 5, as the case may be;

12.2.1.5 the occurrence of any other event mutually agreed between the Parties as constituting a FP Event of Default.

12.2.2 Consequences on the occurrence of FP Event of Default

12.2.2.1 Upon the occurrence of a FP Event of Default, the First Party shall be obliged to cure or remedy the specified event of default within a period of 60 (sixty) days from the date of receipt by the First Party of the written notice issued by the Second Party in that regard ("**FP Cure Period**").

12.2.2.2 In the event of occurrence of a FP Event of Default which in the sole opinion of the Second Party cannot be cured or is not cured within the FP Cure Period or it is the 2nd (second) time that the First Party has committed any FP Event of Default, then the Second Party shall be entitled to terminate this Agreement by giving the First Party written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the Second Party in its notice of termination to the First Party.

12.2.2.3 It is further agreed and understood that during the FP Cure Period, the First Party shall keep the Second Party regularly updated about the steps being taken by the First Party for curing the specific FP Event of Default.

12.3 Consequences of termination

12.3.1 In the event of termination of this Agreement by either of the Parties, either of the Parties shall be entitled to refer the matter to the Arbitrator to determine *inter alia* the entitlements if any of the Parties hereto consequent to such termination, whereupon the Arbitrator shall be entitled to proceed in the matter in terms of the provisions of Article 14, it being agreed by the Parties that the decision of the Arbitrator in this regard shall be final and binding on each of the Parties hereto.

12.3.2 Each of the First Party and the Second Party agree and undertake that none of the Parties shall under any circumstance be entitled to claim any loss of profits or any indirect, special or consequential loss or damage including loss of data, loss of business, loss of goodwill, loss of contract, loss of anticipated savings/profits etc. and in the case of the Second Party not to claim any compensation for any loss sustained by it by reason of it having purchased or procured any materials, or entered into any commitments, or made any advance on account of or with a view to perform this Agreement, and neither Party shall have any other claim against the other Party save as determined by the Arbitrator in pursuance of Clause 14.3.1.

Article 13

Governing Law and Jurisdiction

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Kolkata shall have exclusive jurisdiction for all matters pertaining to this Agreement.

Article 14

Settlement of Disputes

- 14.1 In the event of any dispute and/or difference arising between the Parties in connection with the interpretation or implementation of this Agreement and/or the interpretation of any of the terms and conditions herein contained or touching these presents ("**Dispute**"), the Parties shall at the first instance attempt to resolve such Dispute through amicable discussions, it being further clarified that even for the purpose of this Clause, the First Party No. 1, the First Party No. 2, the First Party No. 3, the First Party No. 4 and the First Party No. 5 shall collectively be deemed to mean and/or constitute one Party while the Second Party shall be deemed to mean the other Party. If the Dispute is not resolved through such amicable discussions within 15 (fifteen) Business Days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the Parties may refer the Dispute to the sole arbitration of the Arbitrator for resolution in accordance with and in terms of the provisions of the Arbitration & Conciliation Act, 1996 and/or any modifications thereto.
- 14.2 The arbitration shall be conducted in Kolkata. All such arbitration proceedings shall be conducted in English, and the Arbitrator shall have summary powers. The Arbitrator shall be bound and obliged to pass a detailed reasoned award, and further the Arbitrator may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).
- 14.3 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- 14.4 Each Party under this Clause shall respectively pay and bear its own legal costs and expenses.
- 14.5 Save and except when the Agreement has been terminated, when any Dispute is under arbitration (except for the matter(s) under Dispute), the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

Article 15

Force Majeure

- 15.1 It is understood between the Parties that time is the essence of this Agreement.
- 15.2 If at any time during the subsistence of this Agreement, the performance by any Party under this Agreement shall be prevented or delayed by reasons of a Force Majeure Event, the Party impacted by such a Force Majeure Event shall inform the other Party of the same in writing and only upon the other Party accepting and confirming the same, shall it be deemed that a Force Majeure Event has occurred, whereupon each of the Parties shall use reasonable efforts to mitigate and overcome the effects of any Force Majeure Event as soon as practicable after the occurrence thereof, and shall co-operate with each other to develop and implement a remedial plan and reasonable alternative measures to remove the effects of the Force Majeure Event. Save as specifically stated hereinafter, neither Party shall, by reason of such a Force Majeure Event, be entitled to terminate this Agreement. Under such circumstances, the contractual time for completion shall be extended by a period equal to that during which such a Force Majeure Event operated plus an additional period, if any, as may be mutually agreed between the Parties. Should any Party be prevented from fulfilling its contractual obligations by reason of a Force Majeure Event lasting continuously for a period of at least 2 (two) months, the Parties shall consult each other regarding the further implementation of this Agreement, and in the event the Parties fail to arrive at a consensus or decision acceptable to both the Parties, either of the Parties shall be entitled to refer the matter to the Arbitrator, whereupon the Arbitrator shall be entitled to proceed in the matter in terms of the provisions of Article 14, it being agreed by the Parties that the decision of the Arbitrator in this regard shall be final and binding on each of the Parties hereto.

Article 16

Notice

- 16.1 All routine correspondence may be carried on by electronic mails, letters, or over telephone. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address by registered post/speed post with acknowledgement due or by electronic mail as set out below (or such other address or by electronic mail id as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting; (c) if given by electronic mail, on the date of dispatch.
- 16.2 The initial address, electronic mail id and telephone number of the Parties for the purposes of the Agreement is as follows:

First Party No. 1

Attention : Mr. Devashish Poddar
 Address : "Poddar Court",
 Gate No. 1,
 9th floor,
 18, Rabindra Sarani,
 Kolkata - 700 001
 Email : bpp@bppgrp.com
 Telephone : +91-33-2225 0352

First Party No. 2

Attention : Mr. Rishi Todi
 Address : "Todi Mansion",
 9th floor,
 1, Lu Shun Sarani,
 Kolkata - 700 073
 Email : rishi@nprgroup.in
 Telephone : +91-33-22377201

First Party No. 3

Attention : Mr. Manish Poddar
 Address : 16A, Brabourne Road,
 Kolkata - 700 001
 Email : mp@gayatrigroup.co
 Telephone : +91-33-40108000

First Party No. 4

Attention : Mr. Karan Todi
 Address : "Todi Mansion",
 9th floor,
 1, Lu Shun Sarani,
 Kolkata - 700 073
 Email : karan@nprgroup.in
 Telephone : +91-33-2237 7201

First Party No. 5

Attention : Mr. Chetan Todi
 Address : "Todi Mansion",
 9th floor,
 1, Lu Shun Sarani,
 Kolkata - 700 073
 Email : chetan@nprgroup.in
 Telephone : +91-33-2237 7201

Second Party

Attention : Mr. Surendra Kumar Dugar
 Address : 83, Topsia Road (South),
 Kolkata - 700 046
 Email : gaurav@psgroup.in
 Telephone : +91-9836299909

Article 17**Miscellaneous****17.1 Assignment**

17.1.1 The Second Party shall not be entitled to assign or transfer or novate or deal with this Agreement and/or its rights or obligations hereunder. Furthermore, without the prior written consent of the Second Party, even the First Party shall not be entitled to assign or transfer or novate or deal with this Agreement and/or its rights or obligations hereunder.

17.1.2 This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors.

17.2 Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the remaining provisions hereof, which shall continue to be valid and binding, and the Parties shall negotiate in good faith to substitute the obligation/provision determined as being invalid or unenforceable,

with such an obligation/provision which is as close as possible to the original intent of the Parties.

17.3 Waiver

No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

17.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and without prejudice to the each of the several acts, deeds and things already done, executed and performed in pursuance/furtherance of the Development Agreement, this Agreement supercedes the Development Agreement, and any representations, warranties, inducements, promises or agreements, right or obligations, oral or otherwise, not embodied in this Agreement shall be of no force or effect.

17.5 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by each of the Parties.

17.6 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any manner, save as and/or unless specifically provided herein.

17.7 Stamp Duty

The Second Party shall be liable and responsible for payment of the entirety of the stamp duty and registration charges payable on this Agreement.

17.8 Cost and Expenses

Except as otherwise stated in this Agreement and/or as may be agreed to the contrary between the Parties in writing, each Party shall pay its own costs and expenses in relation to the negotiations leading up to the transactions recorded hereunder and in the preparation and execution of this Agreement.

17.9 Independent Rights

Each of the rights of the respective Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to each of them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

19.10 Covenants Reasonable

Each of the Parties agree that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

The First Schedule Above Referred To

("Said Premises")

All That the piece and parcel of land admeasuring 9 bighas 4 cottahs 3 chittacks 39 sq.ft. more or less together with the structures thereon, situate, lying at and being Premises No. 225B, A.J.C. Bose Road, Kolkata - 700 020, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, and butted and bounded in the following manner:-

- On The North:** By Acharya Jagadish Chandra Bose Road, Kolkata and Premises No. 225A, A.J.C. Bose Road, Kolkata;
- On The East:** By Ballygunge Circular Road, Kolkata;
- On The West:** Partly by Lower Rawdon Street and partly by Premises Nos. 225C, 225E and 225F, A.J.C. Bose Road, Kolkata; and
- On The South:** By Premises Nos. 1A and 1C, Ballygunge Circular Road, Kolkata.

The Second Schedule Above Referred To

(“Common Areas And Facilities”)

1. Community hall (self-equipped with pantry and toilets) with attached lawns;
2. Outdoor swimming pool;
3. Indoor squash court;
4. Spa with steam, sauna and jacuzzi;
5. Men and women changing rooms;
6. Air-conditioned gymnasium;
7. Indoor games room;
8. Cards room;
9. Cafeteria;
10. Business centre;
11. Mini Theatre;
12. Concierge services;
13. Terrace with landscaped areas with party space;
14. Jogging track;
15. Outdoor kids' play area.

The Third Schedule Above Referred To

(“Specifications and Finishes”)

A. Apartments

1. Flooring:

Italian/imported marble in the entire apartment, the value whereof does not exceed Rs. 300/- (Rupees Three Hundred only) per sq.ft.

Toilets also to be finished in Italian finish vitrified tiles on the floor, and vitrified tiles on the walls upto the false ceiling level.

Kitchen floors to be of high quality anti-skid vitrified tiles.

2. **Doors:**

All doors to be wooden teak panel doors with imported handles and locks.

Main door to have a Yale or equivalent lock.

Toilet doors to be flush doors with laminated finish

3. **Windows:**

Aluminum double glazed sliding windows with clear glass and glass railing and full height openable double glazing windows in the living rooms.

4. **Toilets:**

Sanitary ware and fittings of premium international brands like American Standard, Toto or equivalent. Provision for geysers in each toilet or for pressure pumps in each apartment. Glass partitions between dry and wet areas.

5. **Kitchen:**

Granite top counters with scratch resistant stainless steel sink with drain board. Vitrified tiles upto 3 (three) feet above the kitchen platform. Hot and cold mixer in the sink. Finished modular kitchen with hob, chimney, oven and microwave, with space for geyser, refrigerator and freezer.

6. **Electrical:**

Concealed copper wiring. Modular switches of Schneider or equivalent with Video Door Phone and Home Automation systems in the living/dining area and the toilets.

7. **Air-Conditioning:**

All apartments to be fully air-conditioned by providing VRF units.

8. **Walls:**

Plaster of paris finish.

9. **Balconies:**

Glass railings in all balconies.

B. **Common Utilities**

1. Lobbies to be fully finished with imported marble/stones with air-conditioning and modern look.
2. Lifts to be high speed Mitsubishi elevators. Minimum of 2 (two) elevators in each block with one large service lift. All lifts should be atleast for 12 (twelve) passengers with Automatic Rescue Devices (ARD).
3. Fire Fighting and prevention equipment as per statute and norms.
4. CCTV in the entirety of the building(s) with a central control zone.
5. Space for garbage collection.
6. Iron removal plant.
7. Water Treatment plant.
8. Designated area for the generator, with adequate back-up (based on the requirement of concerned Intending Sub-Lessee) for the apartment at additional cost and 100% power back up for all common services and areas.
10. STP

The Fourth Schedule Above Referred To

- | | | | |
|----|-------------------|---|--|
| 1. | First Party No. 1 | : | 42% (forty two percent) |
| 2. | First Party No. 2 | : | 25.50% (twenty five point fifty percent) |
| 3. | First Party No. 3 | : | 15% (fifteen percent) |
| 4. | First Party No. 4 | : | 10% (ten percent) |
| 5. | First Party No. 5 | : | 7.5% (seven point fifty percent) |

In Witness Whereof the Parties hereto have set and subscribed their respective hands on the day and the year first hereinbefore written.

Executed and Delivered by the First Party at Kolkata in the presence of:

1. Sitaram Ghosh
2 Hare Street
Kolkata - 700001

2. Dhruj Sethia
83 Topsia Road (S)
Kolkata - 700046

Executed and Delivered by the Second Party at Kolkata in the presence of:

1. Sitaram Ghosh
2 Hare Street
Kolkata - 700001

2. Dhruj Sethia
83 Topsia Road (S)
Kolkata - 700046

Drafted by-
Radhika Singh
Ms. Radhika Singh
Advocate,
High Court,
Calcutta.
Regn. No. WB-1249/1999

TIVOLI PARK APARTMENTS (P) LTD.

Tanushish Ghosh
Director

VIEWLINK HIGHRISE LLP

Pratik
DESIGNATED PARTNER

For ARIAL VIEW HIGHRISE LLP

For OUTSHINE DEVELOPERS LLP

Karan Todi
Authorised Signatory













































For VEHEMENT HIGHRISE LLP

Karan Todi
Authorised Signatory

















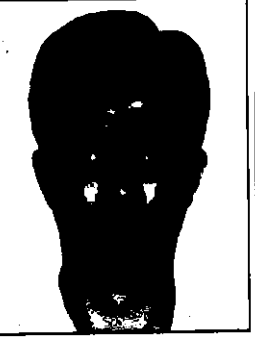










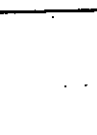
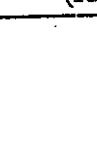
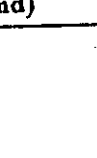


PS GROUP REALTY LIMITED

Ganesh
Authorised Signatory

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Dhanvir Lodha</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	<i>Rishi</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	<i>Hemant Bhatnagar</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
	<i>Karan Todi</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Beltrandi</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
		 Little	 Ring	 Middle	 Fore	 Thumb
	<i>Gambry</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
		 Little	 Ring	 Middle	 Fore	 Thumb
PHOTO		Little	Ring	Middle	Fore	Thumb
	(Left Hand)					
		Thumb	Fore	Middle	Ring	Little
	(Right Hand)					
	Little	Ring	Middle	Fore	Thumb	
PHOTO		Little	Ring	Middle	Fore	Thumb
	(Left Hand)					
		Thumb	Fore	Middle	Ring	Little
	(Right Hand)					
	Little	Ring	Middle	Fore	Thumb	

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TIVOLI PARK APARTMENTS PRIVATE
LIMITED



27/06/1970

For the Income Tax Department

AABCT9368G

23022011

TIVOLI PARK APARTMENTS (P) LTD.

Dhanish Kadan

Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DEVASHISH PODDAR
ARUN KUMAR PODDAR
12/06/1979
Permanent Account Number
AKEPP1176A



Devashish Poddar
Signature

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTHSI,
Plot No. 3, Sector 11, CRD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटायें :
आयकर पैन सेवा यूनिट, UTHSI,
प्लॉट नं. ३, सेक्टर ११, सी.डी.ओ. बेलार,
नवी मुंबई-४०० ६१४.

certified true copy is submitted
on 28/6/2016
To Rashmi Singh
For the purpose of JDA

Devashish Poddar

Devashish Poddar

(2)

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

VIEWLINK HIGHRISE LLP



21/03/2016
Permanent Account Number

AANFV6999C

VIEWLINK HIGHRISE LLP

Handwritten signature
DESIGNATED PARTNER

PERMANENT ACCOUNT NUMBER

ADULT 654321



NAME
JOHN T. TODI

LAST NAME
JOHN T. TODI

DATE OF BIRTH

1978

SIGNATURE

OFFICIAL USE ONLY

DO NOT WRITE IN THESE SPACES

Print

THE GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF REVENUE
 OFFICE OF THE ASSISTANT COMMISSIONER
 BALLYGUNGEE
 KOLKATA-19

FOR THE YEAR 2003-04
 THE GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF REVENUE
 OFFICE OF THE ASSISTANT COMMISSIONER
 BALLYGUNGEE
 KOLKATA-19

THE GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF REVENUE
 OFFICE OF THE ASSISTANT COMMISSIONER
 BALLYGUNGEE
 KOLKATA-19

Name of the Applicant / Name of P. No. / Legal Guardian
PAMAN KUMAR TODI

Name of the Applicant
RENU TODI

Name of the Applicant
PRIYA RANJARI TODI

2, QUEENS PARK, BALLYGUNGE

KARAYA, KOLKATA-19

Telephone No. / Mobile No. / E-mail Address / Other Contact No.
E6898458 **29/04/2004** **KOLKATA**

Identification No.
CALMO0194709

hintu

(2)

MR. MP

आयकर विभाग
INCOME TAX DEPARTMENT

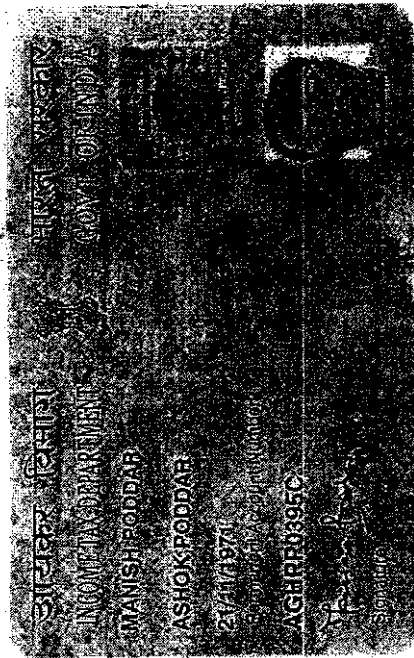


भारत सरकार
GOVT. OF INDIA

ARIAL VIEW HIGHRISE LLP

07/01/2016
Permanent Account Number
ABEFA2816M

For ARIAL VIEW HIGHRISE LLP
[Signature]
Authorized Signatory



Signature

पंजीकरण

विदेशों में रहने वाले भारतीय नागरिकों को सलाह दी जाती है कि वे निकटतम भारतीय मिशन/केन्द्र में अपना पंजीकरण करवाएँ।

चेतावनी

यह पासपोर्ट भारत सरकार की सम्पत्ति है। इस पासपोर्ट के बारे में किसी पासपोर्ट अधिकारी से इसके धारक को यदि कोई सूचना मिलती है जिसमें पासपोर्ट लौटाने की मांग भी शामिल है तो उसका तुरंत अनुपालन किया जाए।

यह पासपोर्ट डाक द्वारा किसी भी देश से बाहर न भेजा जाए। यह पासपोर्ट धारक या उसके द्वारा प्राधिकृत व्यक्ति के कब्जे में ही होना चाहिए। इसमें किसी भी प्रकार का फेरबदल या विकृति नहीं की जानी चाहिए।

पासपोर्ट गुप्त हो जाने, चोरी हो जाने अथवा नष्ट हो जाने पर उसकी सूचना भारत में सबसे निकटतम पासपोर्ट अधिकारी को अथवा यदि पासपोर्ट धारक विदेश में है तो निकटतम भारतीय मिशन/केन्द्र और स्थानीय पुलिस को तत्काल दी जानी चाहिए। विस्तृत पृष्ठताछ के बाद ही डुप्लीकेट पासपोर्ट जारी किया जाएगा।

REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION/POST.

CAUTION

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY THE HOLDER FROM A PASSPORT AUTHORITY REGARDING THIS PASSPORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH IMMEDIATELY.

THIS PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. THIS SHOULD BE IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORISED BY THE HOLDER. IT MUST NOT BE ALTERED OR MUTILATED IN ANY WAY.

LOSS, THEFT OR DESTRUCTION OF THIS PASSPORT SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN INDIA OR IF THE HOLDER IS ABROAD, TO THE NEAREST INDIAN MISSION/POST AND TO THE LOCAL POLICE. ONLY AFTER EXHAUSTIVE ENQUIRIES SHALL A DUPLICATE PASSPORT BE ISSUED.



22539886

पिता / माता/ कानूननिक का नाम / Name of Father / Legal Guardian

ASHOK PODDAR

माता का नाम / Name of Mother

WADHUSHREE PODDAR

पति का नाम का नाम / Name of Spouse

MEENKA PODDAR

घर / Address

PODDAR NIKET 2 GURUSADAY ROAD

कोलकाता, कोलकाता

कोलकाता, पश्चिम बंगाल, इंडिया

पासपोर्ट नंबर / Old-Passport No. With Date and Place of Issue

2608872680

कोलकाता

2608872680

Office Order

LA

Karan Todi

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

OUTSHINE DEVELOPERS LLP

07/01/2016

Permanent Account Number

AAEFO6726R

For OUTSHINE DEVELOPERS LLP

Karan Todi

DESIGNATED PARTNER

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KARAN TODI

PAWAN KUMAR TODI

04/08/1988

Permanent Account Number

AFTPT0428F

Karan Todi
Signature



Karan Todi

Karan Todi

[Faint, illegible text]



Duplicate

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD
XOA1506674



নির্বাচকের নাম : করণ টোডি
Elector's Name : Karan Todi
পিতার নাম : পাবন কুমার টোডি
Father's Name : Pavan Kr. Todi
লিঙ্গ/Sex : পু/ M
জন্ম তারিখ
Date of Birth : 04/08/1988

Karan Todi

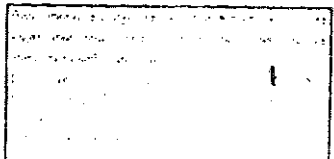
XOA1506674

১. প্রার্থী
2. প্রার্থীর পিতা/পিতৃসদস্য/ভ্রাতৃসদস্য/ভ্রাতৃসদস্য

Address:
2, QUEENS PARK, KOLKATA
MUNICIPAL CORPORATION,
BALLISOLNJE, KOLKATA, 700019

Date: 16/08/2011

১. প্রার্থীর পিতা/পিতৃসদস্য/ভ্রাতৃসদস্য/ভ্রাতৃসদস্য
২. প্রার্থীর পিতা/পিতৃসদস্য/ভ্রাতৃসদস্য/ভ্রাতৃসদস্য
Facsimile Signature of the Elector/
Registration Officer to
181 Ballygunge, Kolkata



3

आयकर विभाग
INCOME TAX DEPARTMENT
VEHEMENT HIGHRISE LLP



भारत सरकार
GOVT. OF INDIA



12/01/2016
Permanent Account Number
AANFY4036F

NOT RECORDED

CF *Uhetanodi*

DESIGNATED PARTNER

जायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

CHE TAN TODI

PAWAN KUMAR TODI

INCOME TAX
Permanent Account Number
AFTPTD126J

Signature



Chetan Todi



ಶ್ರೀ. ಕೆ. ಎಸ್. ರವಿಶಂಕರ್
ಕೃಷಿ ಸಂಪನ್ಮೂಲ ಇಲಾಖೆ
ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಬೆಂಗಳೂರು

Ketanadi



72614760

PAWAN KUMAR TODI
RENU TODI

2

QUEENS PARK, KOLKATA
PIN: 700019, WEST BENGAL, INDIA

Z024461

09/07/2007

KOLKATA

CA2077305170713

Unfanned.



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GAURAV DUGAR

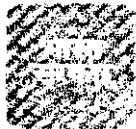
SURENDRA KUMAR DUGAR

16/01/1985

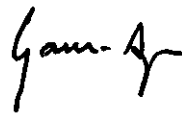
Permanent Account Number

AGRPD3020C


Signature



28032014





भारत सरकार
GOVERNMENT OF INDIA



गौरव दुगार
GAURAV DUGAR
पिता : सुरेन्द्र कुमार दुगार
Father : SURENDRA KUMAR DUGAR
जन्म वर्ष : Year of Birth : 1985
पुरुष / Male



6736 8001 3695

- साधारण मानुषेअ अधिकार

Gaurav



Government of West Bengal

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

Signature / LTI Sheet of Query No/Year 16031000242722/2016

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Devasish Poddar 2, Gurusaday Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Tivoli Park Apartment Pvt Ltd]			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Rishi Todi 2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Viewlink Highrise LLP]			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Manish Poddar 2, Gurusaday Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Arial View Highrise LLP]			

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Karan Todi 2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Outshine Developer s LLP]			
5	Mr Chetan Todi 2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Vehemen t Highrise LLP]			
6	Mr GOURAV Dugar 2B, Dover Road, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Developer [P S Group Realty Limited]			
SI No.	Name and Address of identifier	Identifier of			Signature with date
1	Mr Sitaram Ghosh Son of Late Gobardhan Ghosh 2, Hare Street, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Mr Devasish Poddar, Mr Rishi Todi, Mr Manish Poddar, Mr Karan Todi, Mr Chetan Todi, Mr GOURAV Dugar			

(Utpal Kumar Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
III SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal

Query No:-16031000242722/2016, 11/07/2016 02:31:11 PM SOUTH 24-PARGANAS (D.S.R. - III)

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

GRN: 19-201617-001158423-1 Payment Mode Online Payment
GRN Date: 01/07/2016 15:11:45 Bank : Indian Bank
BRN : IB01072016008221 BRN Date: 01/07/2016 15:24:04

DEPOSITOR'S DETAILS

Id No. : 16031000242722/3/2016
[Query No./Query Year]

Name : R SINGH
Contact No. : Mobile No. : +91 9836299924
E-mail :
Address : KOLKATA
Applicant Name : Mr R SINGH
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16031000242722/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	7502
2	16031000242722/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	11004

Total

In Words : Rupees One Lakh Eighty Five Thousand Sixty Three only

18506

Dated This the 11th Day of July 2016

Between

**Tivoli Park Apartments Private Limited &
Ors.**

... First Party

And

P.S. Group Realty Limited

... Second Party

Agreement

Radhika Singh & Co.
Advocates,
"Nicco House"
2nd Floor,
2, Hare Street,
Kolkata - 700 001

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Manish Poddar 2, Gurusaday Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Tivoli Park Apartment Pvt Ltd 16A, Brabourne Road, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AABCT9368G,; Status : Organization; Represented by representative as given below:-
1(1)	Mr Devasish Poddar 2, Gurusaday Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKEPP1176A,; Status : Representative; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence
2	Viewlink Highrise LLP Todi Mansion, 2nd Floor, 1, Lu Shun Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 PAN No. AANFV6999C,; Status : Organization; Represented by representative as given below:-
2(1)	Mr Rishi Todi 2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABUPT6543N,; Status : Representative; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence
3	Arial View Highrise LLP Todi Mansion, 9th Floor, 1, Lu Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 PAN No. ABEFA2816M,; Status : Organization; Represented by representative as given below:-

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
3(1)	<p>Mr Manish Poddar 2, Gurusaday Road, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGHPP0039C,; Status : Representative; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence</p>
4	<p>Outshine Developers LLP Todi Mansion, 9th Floor, 1, Lu Shun Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 PAN No. AAEOF06728R,; Status : Organization; Represented by representative as given below:-</p>
4(1)	<p>Mr Karan Todi 2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFTPT0428F,; Status : Representative; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence</p>
5	<p>Vehement Highrise LLP Todi Mansion, 9th Floor, 1, Lu Shun Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 PAN No. AANFV4035F,; Status : Organization; Represented by representative as given below:-</p>
5(1)	<p>Mr Chetan Todi 2, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFTPT0425J,; Status : Representative; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence</p>

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	P S Group Realty Limited 83, Topsia Road South, P.O:- Gobinda Khatik, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AABCP5390E,; Status : Organization; Represented by representative as given below:-
1(1)	Mr GOURAV Dugar 2B, Dover Road, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGRPD3020C,; Status : Representative; Date of Execution : 11/07/2016; Date of Admission : 11/07/2016; Place of Admission of Execution : Pvt. Residence

B. Identifier Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Sitaram Ghosh Son of Late Gobardhan Ghosh 2, Hare Street, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Devasish Poddar, Mr Rishi Todi, Mr Manish Poddar, Mr Karan Todi, Mr Chetan Todi, Mr GOURAV Dugar	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: A. J. C. Bose Road, Road Zone : (Sealdah – Moulali) , , Premises No. 225B	(Sealdah – Moulali)	9 Bigha 4 Katha 3 Chatak 39 Sq Ft	0/-	147,39,33,319 /-	Proposed Use: Bastu, Property is on Road

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Tivoli Park Apartment Pvt Ltd	P S Group Realty Limited	60.7998	20
	Viewlink Highrise LLP	P S Group Realty Limited	60.7998	20
	Arial View Highrise LLP	P S Group Realty Limited	60.7998	20
	Outshine Developers LLP	P S Group Realty Limited	60.7998	20
	Vehement Highrise LLP	P S Group Realty Limited	60.7998	20

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	R SINGH
Address	Thana : Hare Street, District : Kolkata, WEST BENGAL
Applicant's Status	Advocate

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160303276 / 2016

Query No/Year 16031000242722/2016 Serial no/Year 1603003781 / 2016
Deed No/Year I - 160303276 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Manish Poddar Presented At Private Residence
Date of Execution 11-07-2016 Date of Presentation 11-07-2016

Remarks

On 23/06/2016

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 147,39,33,319/-

UK Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 11/07/2016

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

Presented for registration at 17:30 hrs on : 11/07/2016, at the Private residence by Mr Manish Poddar ,.

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

Execution is admitted on 11/07/2016 by

Mr Devasish Poddar Director, Tivoli Park Apartment Pvt Ltd, 16A, Brabourne Road, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Mr Devasish Poddar, Son of Mr Arun Kumar Poddar, 2, Gurusaday Road, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business

Indetified by Mr Sitaram Ghosh, Son of Late Gobardhan Ghosh, 2, Hare Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 11/07/2016 by

Mr Rishi Todi Partner, Viewlink Highrise LLP, Todi Mansion, 2nd Floor, 1, Lu Shun Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 Mr Rishi Todi, Son of Mr Pawan Kumar Todi, 2, Queens Park, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business

Indetified by Mr Sitaram Ghosh, Son of Late Gobardhan Ghosh, 2, Hare Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 11/07/2016 by

Mr Manish Poddar Authorised Signatory, Arial View Highrise LLP, Todi Mansion, 9th Floor, 1, Lu Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 Mr Manish Poddar, Son of Mr Ashok Kumar Poddar, 2, Gurusaday Road, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business
Indetified by Mr Sitaram Ghosh, Son of Late Gobardhan Ghosh, 2, Hare Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 11/07/2016 by

Mr Karan Todi Partner, Outshine Developers LLP, Todi Mansion, 9th Floor, 1, Lu Shun Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 Mr Karan Todi, Son of Mr Pawan Kumar Todi, 2, Queens Park, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business
Indetified by Mr Sitaram Ghosh, Son of Late Gobardhan Ghosh, 2, Hare Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 11/07/2016 by

Mr Chetan Todi Partner, Vehement Highrise LLP, Todi Mansion, 9th Floor, 1, Lu Shun Sarani, P.O:- Chittaranjan Avenue, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 Mr Chetan Todi, Son of Mr Pawan Todi, 2, Queens Park, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business
Indetified by Mr Sitaram Ghosh, Son of Late Gobardhan Ghosh, 2, Hare Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 11/07/2016 by

Mr GOURAV Dugar Director, P S Group Realty Limited, 83, Topsia Road South, P.O:- Gobinda Khatik, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr GOURAV Dugar, Son of SURENDRA KUMAR Dugar, 2B, Dover Road, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business
Indetified by Mr Sitaram Ghosh, Son of Late Gobardhan Ghosh, 2, Hare Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

UK Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 12/07/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,10,042/- (B = Rs 1,09,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by

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

1. Rs. 1,10,042/- is paid, by online on 01/07/2016 3:24PM with Govt. Ref. No. 192016170011584231 on 01-07-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB01072016008221 on 01/07/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

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

1. Rs. 75,021/- is paid, by online on 01/07/2016 3:24PM with Govt. Ref. No. 192016170011584231 on 01-07-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB01072016008221 on 01/07/2016, Head of Account 0030-02-103-003-02

UK Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 13/07/2016

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp 500/-

Description of Stamp

1. Rs 500/- is paid on Impressed type of Stamp, Serial no 897280, Purchased on 28/06/2016, Vendor name Chatterjee.

UK Basu

(Utpal Kumar Basu)

14/07/2016 Query No:-16031000242722 / 2016 Deed No :- 160303276 / 2016, Document is digitally signed.

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