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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.

[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas

18/9/13
 2.31 PM
 18/9/13

THIS AGREEMENT is made this 17th day of September Two Thousand and Thirteen BETWEEN (1) EMPORIS PROPERTIES PVT. LTD., a company incorporated under provisions of the Companies Act, 1956, having its registered office at 16A, Brabourne Road, 5th Floor, P.S. - Hare Street, Kolkata - 700001, represented by its Director MR. PRATIK CHORARIA, son of Sri Prakash Chandra Choraria working for gain at 16A, Brabourne Road, 5th Floor, P.S. - Hare Street, Kolkata - 700001 hereinafter referred to as the "OWNER" (which expression shall unless excluded by or there be something repugnant to the

subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the ONE PART AND (2) P S GROUP REALTY LTD., a company incorporated under the provisions of the Companies Act, 1956 having its office at 83, Topsia Road (South), Kolkata - 700046, represented by its Director SURENDRA KUMAR DUGAR son of Late Sri Jhumar Mal Dugar residing at 83, Topsia Road (South), Kolkata-700046, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors, successors-in-office and/or interest) of the OTHER PART :

RECITALS

WHEREAS :

1. By a Deed of Conveyance dated 27th day of August, 1960 registered in the Office of the Sub-Registrar of Sealdah District 24-Parganas in Book No.1, Volume No.49, Pages 45 to 52 being No.2065 for the year 1960 and made between Smt. Juthika Das & Ors. therein described as the Vendors of the First Part and Rai Satyendra Kumar Das Bahadur & Anr. therein described as the Confirming Parties of the Second Part and Amal Prokash Sur, Parimal Sur and Shyamal Sur therein jointly described as the Purchasers of the Third Part, the said Smt. Juthika Das & Ors. sold transferred conveyed by way of sale assigned and assured All Those several messuages tenements hereditaments and premises together with piece and parcel of revenue free land containing by measurement an area of 14 Bighas, 7 Cottahs, 11 Chittacks and 40 Sq.ft. be the same a little more or less situate lying at and being premises Nos.6 and 7, Pagladanga Road in the Suburbs of the town of Calcutta more particularly described in Part-I and Part-II of the Schedule thereunder written unto and in favour of the said Amal Prokash Sur & Ors. free from all encumbrances at or for the consideration and on the terms and conditions therein mentioned.

2. By virtue of the said part recited registered Deed of Conveyance dated 27th day of August, 1960 the said Amal Prokash Sur, Parimal Sur and Shyamal Sur became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All Those several messuages tenements hereditaments and premises together with piece and parcel of revenue free land containing by measurement of an area of 14 Bighas, 7 Cottahs, 11 Chittacks and 40 Sq.ft. be the same a little more or less situate lying at and being premises Nos.6 and 7, Pagladanga Road in the Suburbs of the town of Calcutta hereinafter referred to as the said property free from all encumbrances whatsoever and the said Amal Prokash Sur & Ors. duly mutated their names as absolute owners in respect thereof in the Records of the then Calcutta Corporation.

3. By virtue of Deed of Lease dated 12th March, 1962 registered at the office of Alipore District Registration office in Book No.I, Volume No.12, pages 247 to 248 being No.837 for the year 1962 the said Amal Prokash Sur & Ors. granted and demised a portion of the said Municipal premises No.6 and 7, Pagladanga Road, being All That demarcated plot of revenue free land hereditaments and premises containing by admeasurement an area of 5 Bighas, 18 Cottahs and 12 Chittacks together with brick built structures and boundary walls built up thereon within the Municipal Limits of Corporation of Calcutta hereinafter referred to as the "demised premises" unto and in favour of Sur Industries Pvt. Ltd. for a term of 21 years with right to construct sheds and structures thereon and for using the same for its own purpose.

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4. By virtue of the said registered Deed of Lease dated 12th March 1962 the said Lessee namely Sur Industries Private Limited had built buildings, tin sheds, godowns, outhouses, boundary walls and various structures at the said demised premises and installed electrical Installations therein.

5. In or about the month of March, 1964 the said Amal Prakash Sur & Ors. duly applied before the appropriate authorities of the then Corporation of Calcutta for amalgamation of the said premises No.7, Pagladanga Road, Calcutta with premises No.6, Pagladanga Road, Calcutta and accordingly the said premises No.7, Pagladanga Road, Calcutta was amalgamated with the premises No.6, Pagladanga Road, Calcutta.

6. By virtue of the aforesaid the said two premises No.6 and 7, Pagladanga Road, were amalgamated in the Municipal records of the Calcutta Corporation and the said amalgamated premises was numbered and assessed as premises No.6, Pagladanga Road, Kolkata - 700015 which is morefully described in the First Schedule stated hereunder.

7. By a registered Deed of Surrender dated 16th December, 1969 registered in the office of the Sub-Registrar in Book No.I, Volume No.49, Pages 135 to 138 being No.1964 for the year 1969 the said Sur Industries Pvt. Ltd. duly surrendered and yielded up the said demised premises together with all structures thereon unto and to the use of the Lessors, being the said Amal Prakash Sur & Ors. with intent and purpose that the term of 21 years granted by the said Deed of Lease in respect of the said demised premises shall cease and come to an end and be forever extinguished in the reversion to the Lessors with all structures and boundary walls.

8. By virtue of an agreement for tenancy dated 29th July, 1975 Amal Prokash Sur & Others granted a monthly tenancy in respect of the said property unto and in favour of Sur Industries Pvt. Ltd. at an agreed monthly rent and on the terms and conditions therein mentioned.

9. Subsequently the said Sur Industries Private Limited by consent of the said Amal Prakash Sur & Ors. as Landlords inducted and sub-letted a part of the said tenanted portion to West Bengal State Leather Industries Development Corporation Ltd. a small scale Industry Unit of Government of West Bengal on monthly rental basis hereinafter referred to as the "sub-let portion".

10. On or about 20th May 1977 Government of West Bengal through Land Acquisition collector requisitioned some portions of shed adjacent to the portion under possession of the said West Bengal State Leather Industries Development Corporation Limited (hereinafter referred to as W.B.S.L.I.D.C. Ltd.) and a portion of an adjacent vacant land including tank and issued possession certificate dated 20th May, 1977 to the said Amal Prakash Sur & Ors.

11. The said Land Acquisition Collector Calcutta Government of West Bengal in terms of Section 10A & 10B of West Bengal Premises Requisition and Control (Temporary Provision) Act, 1947 (Act V of 1947) issued a notice dated 2nd February, 2005 whereby it revoked the said requisition and restored vacant possession of the requisitioned premises to the said Amal Prakash Sur & Ors. since the requisition of the portion of the said premises in question expired 25 years of requisitioned period on 17th May, 2002 and the said requisitioned premises was handed over to the said said Amal Prakash Sur & Ors. on 31st August, 2009.

12. The Competent Authority of Calcutta under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 published a notice in the Calcutta Gazette dated 20th February, 2001 for acquisition of about 2 Bighas 11 Cottahs, 12 Chittacks 36 Sq.ft. of land of the said property declaring the same as the excess vacant land owned and possessed by the said said Amal Prakash Sur & Ors. at the said property No.6, Pagladanga Road, Kolkata.

13. By a further notice dated 21st February, 2003 the Authority under Urban Land (Ceiling and Regulations) Act. 1976 demanded possession of the said excess vacant land measuring an aggregate area of about 2 Bighas 11 Cottahs 12 chittaks and 36 s.q.ft. of land out of the said total areas of land held by the said Amal Prakash Sur & Ors. at the said property being premises No.6, Pagladanga Road, Kolkata and in pursuance of the said notice on or about 12th August, 2003 the said Amal Prakash Sur & Ors. issued three possession certificates for the said aggregate area of 2 Bighas 11 Cottahs 12 Chittacks 36 sq.ft. (3465.57 Sq.mt.) of excess vacant land in favour of Calcutta Improvement Trust as directed by the Competent Authority and the said excess vacant land is morefully described in the Second Schedule hereunder written hereinafter referred to as the "vested land".

14. After vesting of said excess vacant land of about 2 Bighas 11 Cottahs 12 Chittacks 36 sq.ft. the said Amal Prakash Sur & Ors. remained the absolute owners of the balance area of the land measuring 11 Bighas 15 Cottahs 15 Chittacks and 4 sq.ft. together with building structures, tin sheds, messuages tenements and hereditaments standing thereon comprised of the premises No.6, Pagladanga Road, Kolkata - 700015.

15. By virtue of the aforesaid the said Amal Prakash Sur & Ors. were absolutely seised and possessed of or otherwise well and sufficiently entitled to in fee simple possession of All That several messuages, tenements hereditaments buildings, sheds, godowns, outhouses and various structures together with the piece and parcel of land containing by admeasurement an area of 11 Bighas, 15 Cottahs, 15 Chittacks and 4 Sq.ft. be the same a little more or less known and numbered as premises No.6, Pagladanga Road in the suburbs of the town of Kolkata - 700015 hereinafter referred to as the said property and morefully described in the Third Schedule hereunder written free from all encumbrances whatsoever subject to however tenancy of the said Sur

Industries Pvt. Ltd. and a portion thereof is under the occupation of their sub-tenant the West Bengal State Leather Industries Development Corporation Ltd..

16. The said Sur Industries Pvt. Ltd. surrendered its tenancy right in respect of the said property together with buildings, sheds, godowns outhouses and various structures alongwith Electrical installations in the said property to the said Amal Prakash Sur & Ors. subject to however occupation of a portion of the said property in favour of West Bengal State Leather Industries Development Corporation Ltd.

17. By virtue of a Deed of Conveyance dated 29th day of September 2012 registered at the office of Additional Registrar of Assurances-I Kolkata in Book No.I, CD Volume No.19, Pages 7483 to 7506 Being No.09285 for the year 2012 the said Amal Prakash Sur & Ors. sold transferred conveyed assured and assigned unto and in favour of Emporis Properties Pvt. Ltd. hereinafter referred to as the Owner All That piece and parcel of land containing by admeasurement an area of 11 Bighas, 15 Cottahs, 15 Chittacks and 4 Sa.ft. be the same a little more or less together with the messuages, tenements hereditaments, buildings, sheds, godowns outhouses and various structures standing thereon being premises No.6, Pagladanga Road in the suburbs of the town of Kolkata morefully and particularly described in the Third Schedule hereunder written and hereinafter referred to as the "said premises" at and for the consideration and on the terms and conditions stated therein subject to howsoever occupation of a portion of the said property by the said West Bengal State Leather Industries Development Corporation Ltd.

18. That the said West Bengal State Leather Industries Development Corporation Ltd. vide its letter dated 11th day of February 2013 surrendered, quit and disclaimed their right title and interest in respect of their entire rented portion of premises No.6, Pagla Danga Road, Kolkata - 700015 and handed

over vacant and peaceful possession thereof with effect from 11th day of February, 2013 unto and in favour of the Owner herein.

19. In view of what is stated hereinabove and the said part recited registered Deed of Conveyance dated 29th day of September, 2012 the Owner is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of land containing by admeasurement an area of 11 Bighas, 15 Cottahs, 15 Chittacks and 4 Sq.ft. be the same a little more or less together with the building, structures, tin sheds messuages hereditaments and tenements standing thereon measuring about 41,000 Sq.ft. situate lying at and being premises No.6, Pagladanga Road within the limits of Kolkata Municipal Corporation being Ward No.57, Mouza - Pagladanga, P.S. Tangra, Kolkata - 700015 registration office Sub-District Sealdah in the District of 24-Parganas (South) morefully described in the Third Schedule stated hereunder hereinafter referred to as the said Premises free from tenancy and all other encumbrances whatsoever.

20. That the Owner has been interested in developing or promoting the said premises by way of construction of new residential buildings consisting of flats/apartments capable of being occupied independently hereinafter collectively referred to as the said Housing Complex.

21. That the Owner does not have expertise and resources to develop or promote the said Premises by way of construction of the said Housing complex comprising of several residential buildings and as such the Owner has approached the Developer with a proposal to develop the said Premises.

22. That the Developer has expertise and resources and has accepted the proposal of the Owner in respect of the development of the said Premises by way of erection and construction of Housing Complex comprising of residential

buildings in terms of plan or plans to be sanctioned by the appropriate Municipal authorities of the Kolkata Municipal Corporation.

23. That in view of what is stated hereinabove the Owner and the Developer have mutually agreed about the manner and terms and conditions in respect of the Development of the said Premises by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

1. It is agreed and recorded that the Owner shall make out good and marketable title of the said Premises more fully described in the Third Schedule stated hereunder free from all encumbrances, charges mortgage, liens, lispens trusts, acquisition, requisitions, litigations, claims and demands whatsoever or howsoever.

2. It is agreed and recorded that the said vested land admeasuring 2 Bighas, 11 Cottahs, 12 Chittacks and 36 Sq.ft. and morefully described in the Second Schedule hereunder written shall always be the property of the owner and any benefit deriving out of the same shall belong exclusively to the Owner and the Developer shall have no right title interest therein. Provided however this shall not preclude the owner to enter into an arrangement with the Developer for developing the said vested land on the terms and conditions as may be mutually agreed upon provided the Owner is permitted by the Government of West Bengal to develop the said vested land.

3. It is represented and recorded that the said Premises is not affected by any notice of acquisition and/or requisition by the Government and the said Premises is in complete possession of the Owner.

4. It is agreed and recorded that the Owner shall get its name mutated in the Records of the Kolkata Municipal Corporation at its own costs expenses and the Developer shall extend full corporation in respect thereof.

5. It is agreed and recorded that that the Owner shall obtain no objection certificate in respect of the development of the said Premises under the provisions of the Urban Land Ceiling and Regulation Act, 1976 at its own costs.

6. It is agreed and recorded that the Owner shall obtain requisite consents, permissions, approvals, licences, permits as may be required from time to time for development of the said Premises.

7. It is agreed and recorded that the Owner shall pay all arrears of municipal rates and taxes and other taxes of whatsoever nature relating to the said Premises.

8. It is agreed and recorded that the Owner shall transfer and convey undivided proportionate impartible share of the said Premises appertaining to flats/apartments and other areas of the said Housing Complex free from all encumbrances whatsoever.

9. It is agreed and recorded that the Owner shall not enter into any Agreement for Sale or otherwise deal with the said Premises with any other person or persons in any manner whatsoever save and except the Owner's allocation.

10. It is agreed and recorded that relying upon the said representations to be true and correct the Developer has agreed to develop the said Premises on the terms and conditions as stated herein.

II. DEVELOPER'S REPRESENTATIONS

1. The Developer has sufficient knowledge and expertise in the matter of development of immovable property and construction of new residential/commercial buildings/Housing Complexes.

2. The Developer has sufficient resources of arranging finance and infrastructure as may be required for carrying out the development of the "said Premises" and/or the construction of the said Housing Complex.

3. The Developer shall carry out and complete the said development work on the "said Premises" as per the sanctioned plan or plans to be passed by the Kolkata Municipal Corporation and entire construction work shall be of a good quality as shall be approved by the Architects

4. It is agreed and recorded that the Developer shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as may be required from time to time for development of the said Premises.

5. The Developer shall pay to the Owner Security deposit and advance as enumerated hereunder.

III. RATES, TAXES AND OUTGOINGS

1. It is agreed and recorded that the Owner shall bear and pay the Municipal rates, taxes, levies, surcharge, outgoings and all other impositions

relating to Municipal tax of whatsoever nature concerning or relating to the said Premises upto the date of the sanction of the plan thereafter till the completion of the said Housing Complex the same shall be paid by the Owner and Developer in proportion of their areas of construction agreed to be allocated as stated hereunder.

2. On and from the date of completion of the said Housing Complex and upon handing over of the Owner's allocated area, the Owner and the Developer and their nominees shall pay all rates and taxes with regard to their respective allocated areas of the said Housing Complex.

IV. TITLE DOCUMENTS

1. It is agreed and recorded that the Owner shall give inspection of original title deeds together with abstract of title and report of title of the said Premises morefully described in the First Schedule stated hereunder as and when required by the Developer.

2. It is agreed and recorded that the Owner shall also give inspection of all other original ancillary Documents of title together with original Deed of Conveyance in respect of the said Premises.

3. The Owner undertakes to answer all questions and/or requisition and shall also give explanation and clarification in respect of marketable title of the said Premises.

4. The Developer shall satisfy itself in respect of the title and Ownership of the said Premises prior to the date of sub-mission of the plan to be sanctioned by the authorities of the Kolkata Municipal Corporation.

V. COMMENCEMENT

It is agreed and recorded that this agreement shall commence upon execution hereof and shall continue in force till the fulfilment of all the terms and conditions by the Owner and the Developer as envisaged herein.

VI. APPOINTMENT

1. The Owner herein hereby appoints the Developer as the builder and/or developer for carrying out the development at the "said Premises" as per the sanctioned plan or plan subject to the terms and conditions recorded herein.

2. The Developer hereby accepts its appointment as the Developer in respect of the "said Premises" and further agrees to carry out the development of the said Housing Complex in the manner and on the terms as envisaged herein.

3. The Owner hereby permits the Developer to enter upon the said Premises for the purpose of development and construction of the Housing Complex on the terms and conditions as envisaged herein.

VII. DEMOLITION OF EXISTING STRUCTURE

1. It is agreed and recorded that the Developer at the cost and expenses of the Owner shall engage competent contractor to pull down the whole existing structure at the said Premises in a workmanlike and skilful manner and shall remove all building materials including stones, bricks and rubbles and shall keep the said Premises cleared of all things and in a levelled condition.

2. It is agreed and recorded that while pulling down buildings and structures and clearing the said Premises, the Developer's contractor shall

ensure to observe all the rules and regulations of the local authorities and will not cause damage to the adjoining properties.

3. It is agreed and recorded that all sale proceeds of demolished materials and scrap after deducting all costs and expenses shall be appropriated by the Owner.

4. It is agreed and recorded that the work of demolition and removal of materials and the levelling shall be done in such manner as may be convenient and practical within six months from the date of sanction of the plan or plans as the case may be.

VIII. PERMISSIONS/APPROVALS BY THE DEVELOPER

It is agreed and recorded that the Developer for and on behalf of the Owner shall apply and obtain at its costs and expenses all necessary consents, approvals, permissions, licences and sanction of the plan or plans including but without limitation those required to be given by Government department or anybody constituted under the law or regulatory authority in respect of the said Premises without any conditions and restrictions regarding the use, development and occupation of any areas of the said Housing Complex therein for construction of the said Housing Complex and Owner shall remove all hurdles in the way of development of the same as envisaged herein to enable the Developer to erect and construct the said Housing complex without any restrictions and obstructions whatsoever.

IX. COSTS FOR CONSTRUCTION/FINANCE

1. All costs, charges and expenses of whatsoever nature in respect of carrying out construction and completion of the said Housing Complex including approvals, permissions N.O.C. and fees for sanction of the plan or

plans shall be borne and paid by the Developer and the Owner shall not be liable to incur any kind of expenses in this regard.

2. That the Developer shall invest and arrange required finances for construction and completion of the said Housing complex from its own resources as well as from any Banks and/or financial institutions and the Owner at the request of the Developer may deposit the title deed of the said premises. Provided however It is made clear that the Developer may borrow the finance after sanction of the plan and commencement of construction of the housing complex from any Bank or Institution without mortgaging and/or creating charge on the said Premises and constructed areas allocated to the owner. Provided further that the entire loan amount to be taken by the Developer shall be utilised only for the purpose of construction of the said Housing Complex and Quarterly statement of account in respect thereof shall be forwarded to the Owner.

3. That the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions and/or private financier and the Owner shall not be liable in any manner for the same

X. MANNER OF CONSTRUCTION BY DEVELOPER

1. That the Developer shall appoint and engage professional team of reputed Architects & Designers in consultation with the Owner to cause preparation of plans and all other persons required for construction of the said Housing complex on such terms and conditions as the Developer may think fit and proper and the Developer shall pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in respect thereof.

2. That the Developer will cause to be prepared all plans, drawings, specifications applications and other papers and documents in such form and manner as may be required from time to time for the purpose of obtaining necessary permissions and sanction from the Appropriate Municipal Authorities of the Kolkata Municipal Corporation and other Authorities for development of the said Premises by way of erection and construction of the said Housing Complex comprising of various residential buildings therein hereinafter referred to as the Housing Complex and with right to make modifications thereto, provided however it is agreed by and between the parties hereto that all such permissions, consents, approvals and sanctions shall be obtained by the Developer for and on behalf of the Owner from the appropriate authorities and Developer shall bear and pay all costs, charges fee, expenses as may be required in connection with the sanction of the plans of the said 'Housing Complex' and the Owner shall extend full support and cooperation as may be required from time to time.

3. The Owner shall sign and execute from time to time through out the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Housing complex at the said Premises which are required to be signed by the Owner for the purpose and fulfilment of the terms of this agreement.

4. That the Developer shall appoint and employ the building contractors and sub-contractors to carry out the construction of the said Housing complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the building contractor or sub-contractor as the case may be.

5. That the Developer for and on behalf of the Owner shall be entitled to apply for and obtain Electric, water, sanitary, gas, telephone and other connection and/or other amenities and facilities of whatsoever nature as may be required in the said Housing Complex and the Owner hereby accords consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same.

6. That the entire construction work of the said Housing complex at the said Premises shall be with the knowledge and approval of the reputed architects appointed by the Developer and all materials required to be used for construction of the said Housing complex shall be of best quality which shall be approved by the said architects.

7. It is agreed and recorded that in view of what is stated hereinabove the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation.

XI. DURATION FOR COMPLETION

1. It is agreed and recorded that the Owner hereby grants permission to the Developer for the Purpose of carrying out construction of the said Housing Complex at the said Premises in a phase wise manner in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation or any other authorities as the case may be.

2. The Developer shall within 6 months from the date of the receipt of N.O.C. under ULC (Ceiling and Regularly) Act, 1976 this agreement cause preparation of the plans of the said Housing Complex and further cause the

same to be submitted before the concerned authorities of the Kolkata Municipal Corporation for necessary sanctions.

3 The Developer shall make best efforts to obtain necessary sanction of the plans of the said Housing Complex from the Kolkata Municipal Corporation and all other concerned authorities required to commence construction of the said Housing Complex as early as possible.

4 It is agreed and recorded that the Developer shall complete the construction of the entire said Housing Complex at the said Premises within 4 (four) years from the date of sanction of plan.

XII. SPACE ALLOCATION

1. In consideration of the development of the Housing Complex at the said Premises by the Developer at its own costs and expenses which includes Owner's Allocation and in consideration of the said Premises provided by the Owner as envisaged herein it is agreed by and between the Owner and the Developer that the entire constructed areas of the said Housing complex shall be divided and apportioned in the manner as stated hereunder:-

- i) 55% of the constructed areas of the said Housing Complex together with all the common areas, amenities and facilities therein and together with undivided proportionate share of the land of the said Premises appertaining thereto shall belong to the Owner hereinafter called the "Owner's Allocation".
- ii) 45% of the constructed areas of the said Housing Complex together with all the common areas amenities and facilities therein and together with undivided proportionate share of the land of the said Premises

appertaining thereto shall belong to the Developer hereinafter called the "Developer's Allocation".

Provided however it is made clear that the apportionment of the constructed areas of the said Housing Complex shall be done in proportion of constructed area on each floor of the building and/or buildings in the said Housing Complex.

2. It is agreed and recorded that the entire common areas, car parking areas, open areas, roofs and all other areas together with common amenities and facilities/equipments of whatsoever nature of the said Housing complex shall also belong to the Owner and the Developer in the said proportion i.e. 55% to the Owner and 45% to the Developer.

3. It is agreed and recorded that the Owner and Developer shall delineate their respective allocated areas of the said Housing Complex immediately after sanction of the Plan.

XIII. SECURITY DEPOSIT & ADVANCE

1. It is agreed and recorded that the Developer shall deposit with the Owner a total sum of Rs.10,00,00,000/- (Rupees Ten Crores) only as an interest free Security Deposit which shall be paid in the following manner :

- i) A sum of Rs.5,00,00,000/- (Rupees Five crores) only shall be paid by 30th September 2013 ;
- ii) A further sum of Rs.5,00,00,000/- (Rupees Five Crore) only shall be paid by 31st January 2014.
- ii) At the time of execution of this presents no payment is being made.

2. It is agreed and recorded that the said interest free Security Deposit of the said total sum of Rs.10,00,00,000/- (Rupees Ten Crores) only shall be refunded by the Owner to the Developer within fortnight from the date of the receipt of the notice of completion of the construction of the said Housing Complex.

XIV. SALE AND TRANSFER OF CONSTRUCTED AREAS

1. That in consideration of development of the said Premises the Owner and the Developer shall be entitled to sell and transfer their respective allocated residential areas and other constructed areas of the said Housing complex to be constructed at the said Premises unto and in favour of the intending purchasers and they shall also be entitled to take advances pending construction of the said Housing Complex at the said Premises.

2. Subject to completion of the said Housing Complex by the Developer the Owner and the Developer shall have vested right in respect of their respective allocated constructed areas of the said Housing complex together with undivided proportionate impartible share of the land in the said Premises appertaining thereto and the Owner and the Developer shall execute and register their respective Deeds or other Documents as may be required from time to time unto and in favour of the intending purchasers.

3. It is agreed and recorded that the Owner and the Developer both shall be entitled to convey, transfer by way of sale their respective allocated constructed areas of the said Housing complex together with undivided proportionate impartible share in land of the said Premises appertaining thereto and all rents, issues and profits arising in respect thereof shall be appropriated in respect of their respective allocated constructed area of the said Housing complex provided however simultaneously with the execution of the Deeds of Conveyance by the Owner unto and in favour of the nominees of the

Developer, the Developer shall ensure that the Owner is in occupation of its allocated areas as stated hereinabove.

4. That in consideration of the Development of the said Premises by the Developer the Owner hereby agrees and undertakes to convey transfer assign and assure undivided proportionate impartible share of the land of the said Premises appertaining to the Flats/Apartments and other constructed areas of the said Housing complex allocated to the Developer in favour of the Developer or its nominee or nominees and the Owner shall execute and register the Deed or Deeds of Conveyance of undivided proportionate impartible share of the land of the said Premises appertaining to the constructed areas of the said Housing complex allocated to the Developer or its nominee or nominees at their cost.

5. That the Owner shall transfer by way of sale its allocated constructed areas of the said Housing Complex together with undivided proportionate impartible share of the land of the said premises appertaining thereto and the Developer shall join as a confirming party in the Deed or Deeds of Conveyances to be executed and registered by the Owner in respect of the constructed areas of the said Housing Complex forming part of Owner allocation as and when required by the Owner confirming to disclaim, relinquish, release, assign and assure the constructed areas of the said Housing Complex allocated to the Owner unto and in favour of the Owner or its nominee or nominees who shall be intending Purchasers and the Owner shall convey and transfer undivided proportionate impartible share appertaining to its allocated constructed areas of the said Housing Complex.

XV. DELAYS

1. That the Developer shall complete the total construction of the said Housing complex at the said Premises within a period of 4 (four) years from the date of sanction of the plan in a phased manner as stated hereinabove.

2. That the Owner shall not do any acts deeds or things in course of construction whereby the Developer shall be prevented and/or disturbed from carrying out construction and completion of the said Housing complex at the said Premises in any manner whatsoever.

3. If any event occurs which is beyond the control of the Developer including but not limited to fire, flood, explosion, riot, terrorist acts, strike, local Trouble, disputes, war, process shutdown, acts of government or any circumstances outside the reasonable control of the Developer which results in delay in carrying out construction of the said Housing Complex as stated in this Agreement then and in such an event time shall be extended to that extent to complete the construction of the said Housing Complex.

4. It has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the said Housing Complex within the time and/or completion of the said Housing Complex as agreed hereinabove, then the time for completion of such construction shall be extended by maximum of one year and thereafter completion time shall not be further extended.

XVI. MARKETING AND SALES

1. The Owner and Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing complex. The brokerage or commission for sale and transfer of the constructed areas of the said Housing complex shall be borne proportionately by the Owner and Developer in proportion of their respective allocation.

2. It is agreed and recorded that the Owner and Developer and/or their respective intending Purchasers shall be liable to bear and pay service tax, VAT or any other kind of tax or imposition or burden as may be payable and/or applicable in respect of transfer of their respective allocated constructed areas of the Housing Complex.

XVII. POWER AND RESTRICTIONS

1. That the Owner shall grant a Power of Attorney in favour of the Developer and/or its nominee or nominees to act on their behalf and to do all acts, deeds or things as may be required to be done by it in terms of this agreement only for the purpose of the development and construction of the said Housing Complex at the said Premises.

2. That during the subsistence of this agreement the Owner shall not let out or lease or mortgage or create any charge of the said Premises or any part thereof.

3. That the Owner hereby appoints the Developer to act as project manager with respect to the Development of the said Housing Complex.

XVIII. OBLIGATIONS OF DEVELOPER

1. That the Owner and Developer shall frame a scheme for the management and administration of the said Housing complex to be constructed at the said Premises and all intending purchasers and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the said Housing complex.

2. That as and when the construction of the Housing Complex is completed by the Developer and the same is ready for occupation, the Developer shall give written notice to the Owner or their notified nominees as well as all the intending Purchasers to occupy their respective constructed areas in the said Housing complex and within 30 (thirty) days from the date of the said notice the Owner and Developer and their respective intending Purchasers shall be liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof.

XIX. DRAFTING OF DEEDS & DOCUMENTS

1. That all Agreements for Sale, Deeds of Conveyance and or other Documents which are required to be executed and registered for transfer by way of sale of the constructed areas together with undivided proportionate impartible share of the land appertaining thereto shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Flats/Apartments and other constructed areas of the said Housing complex and the Owner and Developer shall from time to time execute and register all such Agreements for Sale, Deeds of Conveyance and other Deeds and documents unto and in favour of intending Purchasers and shall do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the parties herein and for perfecting the powers and authorities herein expressly granted.

2. That the Owner and Developer shall not change alter and/or deviate the said uniform Agreement for Sale, Deeds of Conveyance and/or other documents.

XX. SPECIFIC PERFORMANCE

1. In case the Owner fails to execute the Deeds of Conveyance or conveyances in favour of the intending Purchasers of Developer's Allocation in respect of the Flats/Apartments and other constructed areas of the Housing complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the Owner to the Developer.

2. In case the Developer fails to join and sign as Confirming Party in the Deeds of Conveyance or Conveyances in favour of the intending Purchasers of Owners' Allocation in respect of flats/apartments and other constructed areas of the Housing complex then the Owner shall be entitled to file suit for specific performance and all the costs, charges and expenses on account of filing of the suit and damages shall be payable by the Developer to the Owner.

XXI. NAME OF THE HOUSING COMPLEX

It is agreed and recorded that the said Housing Complex shall be named "P.S. Punrasar" or as may be mutually agreed upon.

XXII. JOINT DEVELOPMENT

It is agreed and recorded that this agreement will be treated as Joint Development agreement by and between the Owner and the Developer and the Developer shall have right to develop the said Premises on the terms as envisaged herein.

XXIII. INDEMNITY

1. That the Owner shall keep the Developer indemnified against all liabilities of the said Premises and the Developer shall keep the Owner

indemnified against damages that may arise in course of construction and completion of the said Housing complex at the said Premises.

2. The Developer will enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.

3. It is agreed and recorded that Owner and the Developer shall mutually indemnify and keep indemnified each other against all actions suits losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owner and Developer on account of or arising out of any breach of any of these terms or any law rules or regulations or otherwise howsoever.

XXIV. TERMINATION

It is also agreed and recorded that in case of failure on the part of the Developer to complete the said Housing Complex and/or handover Owner allocation with all common amenities and facilities within the stipulated time of 4(four) years together with grace period of 1 (one) year as provided hereinabove, this agreement shall stand determined and cancelled and the developer shall cease to have any right title interest under this agreement in respect of the said Premises and the Developer shall be entitled to complete the construction of incompleated portions of the said Housing Complex provided however the Owner shall refund the entire outstanding amount of interest free Security deposit and the costs of construction of the said Housing Complex and value of the costs of construction shall be certified by the structural engineer and architects.

XXV. ARBITRATION AND GOVERNING LAW

All disputes and differences between the parties arising out of this agreement shall be referred to the arbitration in the exclusive jurisdiction of the Hon'ble High Court at Calcutta in accordance with the provisions of

Arbitration and Conciliation Act 1996 together with modification thereof for the time being in force whose decision shall be final and binding on all the parties provided the same are not amicably settled.

XXVI. WAIVERS

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

XXVII. MODIFICATION

This Agreement may be modified only by a written document signed by both the parties. A purported oral modification shall not be effective.

XXVIII. SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

XXIX. ASSIGNMENT

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other party and any such attempted assignment or transfer shall be void.

XXX. HEADINGS

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Entire property being amalgamated premises

No.6, Pagladanga Road, formerly No.6 and 7, Pagladanga Road)

ALL THAT messuage tenements, brick built structures hereditaments and premises including the boundary walls together with the piece or parcel of revenue free land containing by measurement an area of 14 Bighas, 7 Cottahs, 11 Chittacks and 40 Sq.ft. be the same a little more or less being premises No.6, Pagladanga Road, within Municipal Limits of Calcutta Corporation under holding No.39 and 41 in Sub-Division 'J' in Division IV Mouza - Pagladanga, P.S. Tiljala, registration Sub-Division Sealdah in the District of 24-Parganas and butted and bounded in manner follows : That is to say -

ON THE NORTH : By Pagladanga Road ;

ON THE EAST : By Pagladanga Road and partly by holding No.2;

ON THE SOUTH : By Pagladanga Road and

ON THE WEST : By the land of the Estate of Nafar Chandra Koley and
Kshetra Mohan Bapuli ;

OR HOWSOEVER OTHERWISE the said property is called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFEREED TO :

(VESTED LAND)

ALL THAT the messuage tenement hereditament and premises including the boundary walls containing by measurement an area of 2 Bighas, 11 Cottahs, 12 Chittacks and 36 Sq.ft. (3465.57 Sq.Mtr) be the same a little more or less being the excess vacant land vested with the Government of West Bengal under West Bengal Urban Land (Ceiling & Regulation) Act, 1976 and taken possession by Kolkata Improvement Trust in August, 2003 ;

THE THIRD SCHEDULE ABOVE REFEREED TO :

(THE PREMISES)

ALL THAT piece and parcel of land containing by admeasurement an area of 11 Bighas, 15 Cottahs, 15 Chittacks and 4 Sq.ft. be the same a little more or less together with the building, structures, tin sheds messuages hereditaments and tenements standing thereon measuring about 41,000 Sq.ft. situate lying at and being premises No.6, Pagladanga Road within the limits of Kolkata Municipal Corporation being Ward No.57, Mouza - Pagladanga, P.S. - Tangra, Kolkata - 700015 registration Sub-District Sealdah in the District of 24-Parganas (South) butted and bounded as follows :-

ON THE NORTH : By Pagladanga Road ;
ON THE SOUTH : Partly by Pagladanga Road and partly by the Land vested in Government of West Bengal ;
ON THE EAST : Partly by Pagladanga Road and partly by the Land vested in Government of West Bengal;
ON THE WEST : Partly by Premises No.5, Pagladanga Road and partly by the Land vested in Government of West Bengal;

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

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

in the presence of :-

Emporis Properties Private Limited

Rehik Choudhary

Director

- 1' *Dhruj Sethia*
83 Topra Road (S)
Kolkata - 700046

2. *Prakash*
(PRAKASH CHANDRA CHORARIA)
16 A Brabourne Road, 5th Floor
Kolkata - 700001

SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of :-

PS GROUP REALTY LIMITED

Sumit Kumar Singh












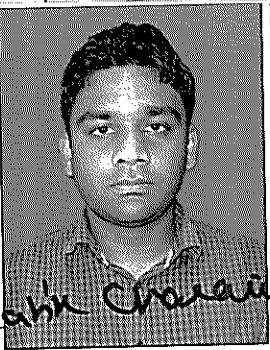














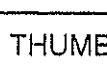





Director

- 1' *Dhruj Sethia*

2. *Prakash*
(PRAKASH CHANDRA CHORARIA)

Drafted by
R. Kapoor, Advocate
7A, K.S. Roy Road
Kolkata - 1.

SPECIMEN FORM FOR TEN FINGER PRINTS

S.L. No.	Signature of the Executants and or Purchaser Presents					
1	 <i>[Handwritten signature]</i>					
		LITTLE	RING [Left]	MIDDLE [Hand]	FORE	THUMB
	<i>[Handwritten signature]</i>					
		LITTLE	RING [Right]	MIDDLE [Hand]	FORE	THUMB
	 <i>[Handwritten signature]</i>					
		LITTLE	RING [Left]	MIDDLE [Hand]	FORE	THUMB
	<i>[Handwritten signature]</i>					
		LITTLE	RING [Right]	MIDDLE [Hand]	FORE	THUMB
3						
		LITTLE	RING [Left]	MIDDLE [Hand]	FORE	THUMB
						
		LITTLE	RING [Right]	MIDDLE [Hand]	FORE	THUMB



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 08324 of 2013

(Serial No. 08758 of 2013)

(Duplicate Deed of the Original Deed No I - 08323 of 2013)

On

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.- /-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as: Impressive Rs.- 500/-

On 17/09/2013

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

Presented for registration at 15.30 hrs on :17/09/2013, at the Private residence by Surendra Kumar Dugar ,Claimant.

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

Execution is admitted on 17/09/2013 by

1. Mr. Pratik Choraria
Director, Emporis Properties Pvt. Ltd., Flat No:5th Floor, 16 A, Brabourne Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business
2. Surendra Kumar Dugar
Director, P. S. Group Realty Ltd., 83, Topsia Road (S), Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.
, By Profession : Others
Identified By Dhiraj Sethia, son of Noratan Mal Sethia, 83, Topsia Road (S), Kolkata, Thana:-Topsia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046, By Caste: Hindu, By Profession: Service.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 18/09/2013

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 : 4, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 18/09/2013



District Sub-Registrar-III
Alipore, South 24-Parganas

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

18/09/2013 18:25:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

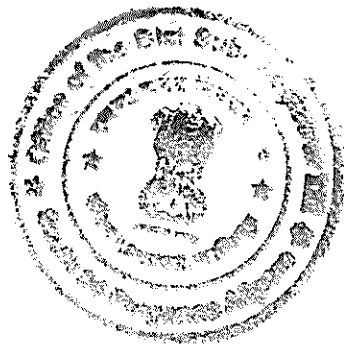
Endorsement For Deed Number : I - 08324 of 2013

(Serial No. 08758 of 2013)

(Duplicate Deed of the Original Deed No I - 08323 of 2013)

(Under Article : ,E = 21/- on 18/09/2013)

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



District Sub-Registrar-III
Alipore, South 24-Parganas

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

=====
DATED THIS DAY OF 2013
=====

BETWEEN

EMPORIS PROPERTIES PVT. LTD.

..... OWNER

AND

P S GROUP REALTY LTD.

..... DEVELOPER

AGREEMENT

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 7119 to 7153
being No 08324 for the year 2013.



(Handwritten signature)

(Ashoke Kumar Biswas) 23-September-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal District Sub-Registrar-III
Alipore, South 24-Parganas