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certified that this document is admitted to Registration. The signature sheet and the endorsement sheet attached to the document are part of this document

Additional District Sub Registrar
Sealdah

21 FEB 2018

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made at Kolkata on this 17th day of February 2018

BY AND BETWEEN

AHW UNIMARK CONSORTIUM LLP, a limited liability partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office Shyamkunj, 12C, Lord Sinha Road, 6th Floor, P.O Middleton Street, P.S Shakespeare Sarani, Kolkata- 700071, having PAN AAVFA9112E, acting through its authorized designated partners (1) Sheo Shankar Bagaria, son of Late Sitaram Bagaria, residing at 2C Burdwan Road, Alipore, Kolkata 700027, P.S Alipore, P.O Alipore, having PAN AEDPB6059B and (2) Biswanath Choudhary, son of Baijnath Choudhary, residing at 37A, Block B, New Alipore, Kolkata 700053, P.S. New Alipore, P.O. New Alipore having PAN ACHPC5913D, hereinafter referred to as "LLP", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**;

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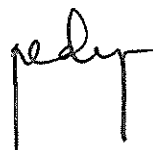
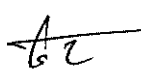
AND

PS GROUP REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 1002 E.M. Bypass, Kolkata 700105, P.S Pragati Maidan (previously Tiljala), P.O Dhapa, having PAN AABCP5390E, acting through its Director Surendra Kumar Dugar, son of Late J.M.Dugar, working for gain at 1002 E.M. Bypass, Kolkata 700105, P.S Pragati Maidan (previously Tiljala), P.O Dhapa, PAN ACUPD1317K, hereinafter referred to as "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.

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

WHEREAS:

- A. The LLP is the lessee of and is possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing an area of 8093.72 square meters (equivalent to 2 acres), more or less, comprised in several dag numbers in Mouza Boinchola, J.L No. 4, Police Station- Pragati Maidan, District 24 Parganas (South), numbered as Municipal Premises No. 992, Eastern Metropolitan Bypass, Kolkata-700105 (hereinafter referred to as the "**Leasehold Land**") which is more fully described in **Schedule 1** herein. The LLP had acquired the leasehold interest of the said Leasehold Land vide Deed of Lease dated 29 October 2013 ("**Lease Deed**") executed by The Kolkata Municipal Corporation ("**KMC**"), therein referred to as the lessor, in favour of the LLP herein, therein referred to as the lessee and registered at the office of the District Sub Registrar-III, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No. 4, Pages from 6276 to 6299, Being No. 01543 for the year 2014.
- B. Thereafter, the LLP decided to use the Leasehold Land for construction and development of building(s) over the Leasehold Land containing apartments, units or flats, commercial spaces, car parking spaces and other constructed spaces ("**Project**") and accordingly, the LLP had applied and obtained a building sanction plan bearing No. 2015070071 dated 20 August 2015 ("**Existing Sanctioned Plan**") duly sanctioned by the KMC for the said purpose.
- C. Pursuant to the above Existing Sanctioned Plan, the LLP commenced the construction of the Project in terms of the Lease Deed and started allotting the Units (*defined below*) to the Intending Transferees (*defined below*), which construction remains incomplete as on date.
- D. The Developer is engaged in the business of various kinds of real estate development projects.
- E. Now, the LLP has decided to appoint a developer with good financial standing and expertise and therefore approached the Developer with the proposal of development of the Project wherein the LLP would allow, permit and that the Developer would have all right power and authority to develop the Project at its own cost and expenses, subject to the terms of the Lease Deed.
- F. Prior to entering in to this Agreement, the LLP has shared with the Developer the



Lease deed, relating to its title to the Leasehold Land, Existing Sanction Plan, all other sanctions, permissions and approvals received by it and required for construction of the Project, accounts of the Projects, sample Agreement with Intending Transferees, particulars of monies received and to be received from such transferees and commitments and obligations made to such transferees the nature and condition of the site, the stage of development contracts as mentioned in Schedule 3 herein in respect of the said Project and based on the documents so provided the Developer is satisfied about the title of the LLP over the Leasehold Land.

- G. The LLP has made no representation or assurance to the Developer about the viability and profitability to the Project and the Developer has carried out its own assessment of the viability and profitability of the Project after taking into account all relevant factors and circumstances.
- H. Prior to entering into this Agreement, the Developer has satisfied itself as to the following:
- (i) That the facts have stated hereinabove are true and correct.
 - (ii) The title of the Lessee to the Leasehold Land.
 - (iii) The right of the Lessee to construct the Project.
 - (iv) The validity of the Existing Sanction Plan and all other sanctions, approvals and consents required for construction of the Project.
- I. That the said Leasehold Land is free from all encumbrances except the mortgage of the leasehold interest of the LLP in the said Leasehold Land with Kotak Mahindra Bank and the Agreements entered into in favour of the Intending Transferees. The Parties negotiated among themselves about the mode and manner of the development of the Project and accordingly, the LLP has agreed to grant the Development Rights (defined below) to the Developer, by and under this Agreement and the Developer has agreed for the same; and the Parties are entering into this Agreement to record their understanding with respect to the grant of the Development Rights, pertaining to the Leasehold Land.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties, with the intent to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

- (a) "**Affiliate**" shall mean with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person;
- (b) "**Agreement**" shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into

in writing, in accordance with its terms, including the power of attorney;

- (c) **"Agreed Ratio"** shall mean LLP's Share of 59% and Developer's Share of 41%;
- (d) **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include Change of Law;
- (e) **"Approvals"** shall mean and include any approvals, authorizations, registrations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its nomenclature required under any Applicable Law from any Government Authority for registration of the Project, sanction of Building Plan (*as defined hereinafter*), construction, development, management, operation, implementation and completion of the Project, including any completion certificate and any occupation certificates;
- (f) **"Architect"** shall mean the Architect appointed or to be appointed from time to time by the Developer for the purpose of planning, designing and supervision of construction and development of the Project;
- (g) **"Association"** shall mean the association of the Intending Transferees/ residents of the Units to be formed in accordance with the Applicable Law;
- (h) **"Building(s)"** shall mean building(s) forming part of the Project to be constructed on the Leasehold Land by the Developer including car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Common Areas;
- (i) **"Building Plan"** shall mean the Existing Sanctioned Plan and shall include all amendments and/or modifications thereon as may be made from time to time and approved by the authorities concerned;
- (j) **"Change of Law"** shall mean any new law coming or new law given effect to after the Effective Date of any such laws which directly affects the Developer's performance under the Agreement in a material way provided however coming into force of Real Estate Regulation Act or Housing Industry Regulation Act shall not be construed as Change of Law;
- (k) **"Common Areas"** shall mean the areas, facilities and amenities in the Building(s) and/or the Leasehold Land earmarked for common use and enjoyment of the occupiers of the Units and shall include corridors, stairways, landings, lobbies, entrances, exits/gates, passageways, driveways, garden, pathways, lifts, shafts/ducts, drains, sewers, pits, machine room, and/or such other areas as may be decided by the Developer or mandated under any Applicable Law;
- (l) **"Completion"** in respect of the Project, shall mean the completion of the

planning, design, grant of Approvals, construction and development of the Project and as evidenced by the completion/occupancy certificate issued by the appropriate Governmental Authority with respect to the Project;

- (m) **"Consultant Fees"** shall mean the fees for the Architects, Structural Engineers and any other consultants appointed by the LLP for planning, conceptualization and development of the Project;
- (n) **"Closing Date"** shall have the same meaning as ascribed in clause 9.1 herein.
- (o) **"Developer's Share"** shall mean 41% of the Transfer Proceeds of the Project;
- (p) **"Development Rights"** shall refer to the right, power, entitlement, authority, sanction and permission to:
 - (i) enter upon and take permissive possession of the Leasehold Land and the construction, if any, as a licensee for the purpose of development and construction of the Project in accordance with the terms of this Agreement and, unless the Agreement is terminated earlier, to remain in such permissive possession until the Completion of the Project;
 - (ii) obtain all Approvals, including registration of the Project under the Applicable Laws, if any;
 - (iii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub- contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project in accordance with the Approvals;
 - (iv) carry out all the infrastructure and related work/ constructions for the Project, including leveling, water storage facilities, water mains, sewages, septic tank storm water drains, recreation garden, electrical sub-stations and all other Common Areas and facilities for the total built up area to be constructed on the Leasehold Land as may be required by any Approvals, layout plan, or order of any Governmental Authority;
 - (v) launch the Project in accordance with Applicable Laws and make booking, take advances and, or, make transfer of all the Unit(s) and to exercise full, exclusive right and authority for marketing, leasing, licensing or transfer in respect of the built up area of the Project to be developed on the Leasehold Land by way of transfer, sub lease, lease, assignment, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such Intending Transferees, and on such marketing, leasing, assignment, licensing or transfer, to receive Transfer Proceeds as per the terms herein and give receipts and hand over possession, use or occupation of the built up area on the Leasehold Land;
 - (vi) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in

connection with all the marketing, leasing, licensing, assignment or any other manner of transfer or creation of third-party rights therein of the built up area to be constructed on the Leasehold Land as envisaged herein and appear before the jurisdictional Sub Registrar towards registration of the documents;

- (vii) manage the Project and the Common Areas constructed upon the Leasehold Land till completion of the Project. Also form the Association at its costs and expenses and thereafter transfer/ assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
 - (viii) apply for and obtain any Approvals in its name or in the name of the LLP, including for levelling, any temporary connections of water, electricity, drainage and sewerage, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities as may be required by any Approval, layout plan, or order in the name of the LLP for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project;
 - (ix) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
 - (x) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the Leasehold Land, the development of and construction of building on the Leasehold Land; and
 - (xi) generally do any and all other acts, deeds and things incidental or ancillary to the exercise of the above rights;
- (q) **"Effective Date"** shall mean the date of execution of this Agreement which is the date above written when the Agreement comes into force;
 - (r) **"Encumbrance"** means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development of the Project;
 - (s) **"Excluded Liabilities"** shall mean all the ascertained or unascertained, contingent, disputed, known or unknown liabilities of the LLP in relation to or in connection with the Project, as on the Possession Date, and shall include

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- (i) all liabilities arising out of or relating to financial debt of the LLP, and
- (ii) all compensation liabilities arising out of or relating to the contract dated 12 September 2016 entered with M/s Shapoorji Palonji

but shall not mean

- (i) all liabilities arising after the Possession Date from or under any Applicable Law (as it was then and not including any Change in Law) based upon the operation of, relating to, or arising out of acts, omissions or events occurring in connection with, the Project on or after the Possession Date,
 - (ii) all other liabilities arising after the Possession Date out of acts, omissions or events, or relating to, or occurring in connection with, the Project, operation of the Project or otherwise for reasons attributable to the Developer on or after the Possession Date;
- (t) "Fixed Sum" shall mean such sum of money as the Parties may mutually agree;
- (u) "Force Majeure" shall only mean the following events to the extent they have a material and significant negative lasting impact on the Project and/or execution of the Development Work and/or the relevant context in which the Force Majeure clause is intended to be invoked:
- (i) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
 - (iii) Riot, commotions or other civil disorders;
 - (iv) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:
 - a) Any act, regulation or restraint constituting a change in law;
 - b) Any failure by a competent authority to grant or renew any license, permit or clearance or sanction within reasonable time (other than for cause) after application having been duly made; or
 - c) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.

only if any of the aforesaid sub-clauses (i) to (iii) has the effect of making the continuation of the Development Work illegal, in spite of best and diligent efforts in good faith of the Developer and to the

extent it so has;

- (v) Any local issues beyond the control of the Developer which cannot be mitigated in spite of best effects in good faith by the Developer and only to the extent it hampers the implementation of the Project;
- (vi) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- (vii) Epidemic, famine or plague;
- (viii) Radioactive contamination or ionizing radiation;
- (ix) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (x) Strike, lockout, non-availability of materials or other labour difficulties; or
- (xi) Legal proceedings or any other order, rule or notification issued by competent authorities including any action or inaction of the competent authorities effecting the development of the Project.

All of the above only to the extent it cannot or could not by exercise of due diligence and bonafide effort be mitigated.

- (v) "**Governmental Authority (ies)**" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- (w) "**Intending Transferees**" according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or sub lease or assignment or shall have acquired or taken on rent or sub lease or assignment any Unit in the Project and shall include the transferees to whom the allotment of the Units have been made by the LLP up to the Effective Date and for all unsold Units shall mean the LLP and the Developer in their respective revenue sharing ratio;
- (x) "**Incurred Costs of LLP**" shall mean all costs and expenses for the protection of the Leasehold Land, construction of the Project, Marketing Costs (defined below), Consultant Fees (defined above) and all costs for obtaining any Approvals for the Project which were incurred by the LLP on or before the Effective Date and as mutually agreed between the parties.
- (y) "**Leasehold Land**" shall have the meaning assigned to it in the Recital A herein and more specifically defined in **Schedule 1** hereto and delineated in the map/ plan attached as **Schedule 2** hereto;

- (z) "LLPs Share" shall mean collectively the Fixed Sum and 59% of the Transfer Proceeds of the Project;
- (aa) "Long Stop Date" shall mean a period of 6 (six) months from the Effective Date or any extension thereof as may be mutually agreed between the parties;
- (bb) "Maintenance-In-Charge" shall mean any entity or body or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Project by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- (cc) "Marketing" shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to any transferee or tenant or licensee or lessee as the case may be for acquiring or occupying any flat, unit, apartment and/or constructed space by the Developer through their marketing agency.
- (dd) "Marketing Agency" shall mean any agency as maybe appointed by the Developer for transfer or marketing of the Units and transferable spaces comprised in the Project.
- (ee) "Marketing Expenses" – 1% of the Transfer Proceeds
- (ff) "Brokerage Expenses" – 2% of the Transfer Proceeds
- (gg) "Person" shall mean any individual, corporation, partnership, company, body corporate, joint venture, trust, association, unincorporated organisation or government, or any agency;
- (hh) "Project" shall mean the development and construction of residential buildings and other constructed spaces to be constructed by the Developer on the Leasehold Land, subject to the terms of the Lease Deed and as per Applicable Laws;
- (ii) "Project Costs" shall include all costs and expenses for the construction and development of the Project, marketing of the Project, Architect fees etc. and all costs for obtaining any Approvals for the same as may be incurred by the Developer and shall also include the Incurred Costs of the LLP;
- (jj) "Possession Date" shall have the meaning ascribed to it in clause 2.4 of this Agreement;
- (kk) "Transfer Proceeds" shall mean and include all amounts, considerations and receipts whether one time or periodical, as may be received and collected from the Intending Transferees by the Developer or its men, agents and assigns in any manner or way as long as such amounts are

connected with the Project or attributable to it, BUT shall not include any amounts received or collected towards-

- (i) any GST or any other present or future taxes/ cess or any other statutory or government levies; or
- (ii) any monies collected towards maintenance deposit, municipal deposit and/or contribution towards corpus fund, any amount received from the Intending Transferees towards stamp duty, registration fee, documentation charges for transfer of Unit(s);

and accordingly any such amounts received and collected by the Developer at (i) and (ii) shall not be shared with LLP

- (ll) **"Transfer"** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of carpet areas and parking spaces in multi-storied buildings to transferees thereof as per Applicable Law.
- (mm) **"Transfer Documents"** shall mean the sub lease deeds, conveyances or assignment deeds or any other documents that shall be executed by the LLP and the Developer for transfer of the Units or any right therein in favour of the Intending Transferees.
- (nn) **"Unit"** shall mean each unit for residential usage in the Building(s) to be exclusively held, occupied and enjoyed independently by the Intending Transferees together with the proportionate, undivided and impartible leasehold interest in the Leasehold Land and subject to any changes agreed mutually by the parties and subject to the terms and conditions of the Lease Deed, shall contain such of the specifications, facilities, amenities and fittings as may be decided by the Developer; and
- (oo) **"Unsold Units"** shall mean the Units in the Project which may remain unsold at the Closing Date.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

1.2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past

statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 1.2.2 any reference to the singular shall include the plural and vice-versa;
- 1.2.3 any references to the masculine, the feminine and the neuter shall include each other;
- 1.2.4 any references to a "company" shall include a reference to a body corporate;
- 1.2.5 any reference herein to any Clause or Schedule or Annexure is a reference to such Clause or Schedule to this Agreement. The Schedules and Annexure to this Agreement shall form an integral part of this Agreement;
- 1.2.6 references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.7 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 1.2.8 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- 1.2.9 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.10 headings to Clauses, Schedules and parts and paragraphs thereof are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.11 any reference to "development and construction" shall mean and include planning, designing, construction, development, marketing, assignment and transfer of the built up area in the Project on the Leasehold Land in terms of the Agreement;
- 1.2.12 "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.13 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.14 references to a person (or to a word importing a person) shall be construed so as to include:
 - (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a

government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

- (ii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

1.2.15 all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

1.3 Purpose

1.3.1 The purpose of this Agreement is to set forth the terms and conditions with respect to grant of Development Rights by the LLP with respect to the Leasehold Land in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.

1.3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

1.3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

1.3.4 the Developer shall (i) remain responsible for conforming to the terms and conditions on the part of the LLP contained on the Lease Deed as the Lessee of the Leasehold Land and shall abide by the terms and conditions of the Lease Deed such that the Lease Deed is not terminated and/or determined and/or forfeited by the KMC; and (ii) remain responsible for any litigation related to any breach of the Lease and shall bear all costs associated in that respect.

1.3.5 The LLP shall however remain responsible for conforming to such terms and conditions on its part contained in the Lease Deed which is not possible for the Developer to conform to or abide by and shall remain responsible for any litigation related to its right title interest in the Leasehold Land and to bear all costs associated therewith.

1.3.6 The LLP shall alone remain responsible for the Excluded Liabilities.

2. GRANT OF DEVELOPMENT RIGHTS & HANDOVER OF PERMISSIVE POSSESSION OF THE LEASEHOLD LAND

2.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the LLP hereby exclusively grants to the Developer and the Developer hereby accepts from the LLP, the Development Rights in respect of the Leasehold

Land. The Parties agree that hereafter the Project shall be implemented / constructed / developed by the Developer as per the terms contained in this Agreement. So long as the Developer is not in breach of the terms hereof the LLP hereby agrees not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the rights of the Developer or delay or stoppage of the Project.

- 2.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite Approvals for development and construction of the Project. All Project Costs shall be payable by the Developer.
- 2.3 The Developer shall be responsible to prepare and obtain all applications, plans, renewed plans, undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Governmental or local Authority for obtainment of any Approval and all detailing, master planning, zoning, lay out, Building Plan and all other details and specification for development and construction of the Project which shall be prepared and finalised by the Developer and all requisite Approvals for the same shall be obtained by the Developer.
- 2.4 Shapoorji Palloonji Company Limited, one of the contractor appointed by the LLP is in possession of the part of the Leasehold Land. It is recorded that the LLP has on 17th October, 2017 handed over the vacant and peaceful permissive possession of the rest of the Leasehold Land to the Developer. The LLP shall within 45 days from the date of execution of this Agreement take possession of the portion of the Leasehold Land, which is in possession of Shapoorji Palloonji Company Limited and handover the vacant and peaceful permissive possession of such portion of the Leasehold Land to the Developer for the purpose of development of the Project ("**Possession Date**"). From the Possession Date the Developer shall have the right to enter upon the Leasehold Land directly or through its, affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/ or necessary for the Development and for the implementation and completion of the Project. Provided however that, nothing herein contained shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961.
- 2.5. Within 45 days from the date of execution of this Development Agreement subject to getting vacant peaceful possession from Shapoorji Palloonji Company Limited :
- 2.5.1. The Developer shall pay the Kotak Mahindra Bank directly wherefrom the LLP had obtained construction finance and had mortgaged leasehold interest of the Leasehold Land in order to extinguish the liabilities of the LLP and any such payment to the Kotak Mahindra Bank for all purposes be deemed to be a payment to the LLP. The Developer shall also handover a cheque to the LLP for an amount equal to the agreed Incurred Costs less payment made to the Kotak Mahindra Bank directly as aforesaid. In the event the Developer is unable to ensure direct payment to Kotak Mahindra Bank in terms hereof, subject to the LLP clearing all dues with Kotak Mahindra Bank wherefrom the LLP had obtained construction finance and had mortgaged leasehold interest of the Leasehold Land and procuring the

no due certificate and the title documents mortgaged from the Kotak Mahindra Bank, the Developer shall handover a cheque to the LLP for an amount equal to the agreed Incurred Costs of LLP as and by way of reimbursement thereof but subject to the LLP mortgaging the Lease Deed with the Bank of the Developer ;

- 2.5.2. The LLP shall execute a power of attorney ("**Power of Attorney**") in favour of the Developer with respect to the Leasehold Land for the purpose of development on the Leasehold Land. The Power of Attorney executed by the LLP in favour of the Developer shall remain effective as long as this Agreement is in subsistence so as to enable the Developer to perform all its obligations as stated under this Agreement. The LLP agrees and undertakes not to cancel, revoke or modify the Power of Attorney without the prior written consent of the Developer as long as the Developer is not in breach of the terms hereof. The Developer shall be entitled to appoint one or more substitutes under the Power of Attorney for the exercise of any or all of the powers and authorities thereunder in favour of any of its affiliates; provided however in case any such affiliate ceases to be an affiliate of the Developer then all such appointments in favour of the Affiliate shall also automatically cease provided further that by virtue of such Power of Attorney, the Developer shall not be entitled to foist or create any liability on the LLP; and
- 2.5.3. The LLP shall handover to the Developer original copies of the Building Plan, blue print documents and such other documents as may be required by the Developer in relation to the Project.

3. REVENUE SHARING ARRANGEMENT

- 3.1 In consideration of the agreement and covenants herein contained on the part of Developer to develop the Leasehold Land by constructing and/or developing thereat Units at its own costs and expenses in accordance with the Building Plan and allotment of LLP's Share in the manner herein mentioned and all other terms, conditions and covenants herein contained, the LLP has agreed to put the Developer on the Possession Date in vacant and peaceful permissive possession as licensee of the Leasehold Land for sole purpose of its development. Instead of the sharing the constructed spaces in the Project in the Agreed ratio, the Parties shall jointly Transfer the flats / units and other rights and benefits in the Project and share the Transfer Proceeds received from the Intending Transferees in the Agreed Ratio.
- 3.2 It is hereby clarified that the LLP has given mere license of the Leasehold Land for limited purpose of construction of units and other obligations as specified in this agreement and that the continuity of license is dependent upon discharge of all obligations as per this agreement.
- 3.3 In terms of this Agreement, the LLP and the Developer agree that out of the Transfer Proceeds to be received from the Intending Transferees, the LLP shall be entitled to the LLP's Share and the Developer shall be entitled to the Developer's Share as defined hereinbefore. It being agreed that the Fixed Sum out of the LLP Share shall be paid by the Developer as mutually agreed.
- 3.4 The LLP agrees and understands that the Units in the Project may be transferred to the Intending Transferees at the sole discretion of the Developer either by way of

outright assignment or by way of sub lease. Where the Units are assigned the Transferred Proceeds out of such transfer shall be shared between the parties in the Agreed Ratio as provided herein below.

- 3.5 The Parties shall receive all the Transfer Proceeds in an escrow account ("**Escrow Account**") to be maintained with a bank who will act as the escrow agent and the monies in the escrow account shall be distributed on the strength of irrevocable standing instruction of the Developer to the bank to be released to the parties in accordance with the terms agreed herein and the agreement to be entered with the bank, the LLP and the Developer. In the event opening of Escrow Account is not possible in terms hereof, the Developer shall open an account for collection and/or receipt of Transfer Proceeds ("**Joint Account**").
- 3.6 The entire Transfer Proceeds on account of the Project (including GST which is excluded from the meaning of the term Transfer Proceeds) shall always be accounted for and deposited by the Developer in the Escrow Account / Joint Account, as the case may be.
- 3.7 Any other amounts received or collected towards:
- (i) any electricity/ water or for providing electricity and/or power back up any amount received from the Intending Transferees towards Association membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Transferees;
- Shall be deposited in a separate account maintained by the Developer ("**Extra Charges Account**")
- (ii) any monies collected towards any other utility/municipality/maintenance deposits and/or contribution towards corpus fund;
- Shall be deposited in a separate account maintained by the Developer ("**EDC Account**"). Any amount received by the Developer on account of any deposits shall be utilized by the Developer for the purposes for which the same are collected and the balance, if any, shall be transferred to the Association as and when the same is formed.
- 3.8 LLP's share in the Transfer Proceeds deposited in the Escrow Account/Joint Account shall be transferred to the LLP fortnightly. The Bank/Developer while discharging the obligation under this clause shall be entitled to deduct the following amounts from the LLP's share and pay the balance:
- (a) Brokerage Expenses calculated at the rate of 2 (two) per centum of the Transfer Proceeds; and
- (b) Marketing Expenses calculated at the rate of 1 per centum of the Transfer Proceeds
- (c) Deduct withholding taxes, if any, as applicable in terms of the Income Tax Act, 1961.

It being agreed that the Developer shall not use /utilize/apply deal with the LLP's

share in the Transfer Proceeds deposited in the Escrow Account / Joint Account, as the case may be.

- 3.9 Notwithstanding anything contrary contained in clauses above or elsewhere in this Agreement, the liability of the Developer to pay from time to time the LLP's Share shall always remain subject to the relevant provisions in any Applicable Law which mandates mandatory transfer of transfer proceeds of a project to separate account and the regulated withdrawal procedure from such separate account. Provided however, as and when any amount is withdrawn from the said separate account, the provisions of clause 3.8 shall apply to such withdrawals.
- 3.10 Upon moneys being due to Intending Transferees arising out of cancellation of booking(s) for all amounts payable to such Intending Transferees shall be paid by the LLP and the Developer in the same ratio as they have received the amounts paid by the Intending Transferees. The Developer shall accordingly send to the LLP on a fortnightly basis, statement of such cancellations in the preceding fortnight with such Intending Transferees and payable to such Intending Transferees upon cancellation, for the LLP making payment of its share of amounts to be payable to the Developer, which will be repaid to the Intending Purchasers by the Developer, simultaneously with the Developer also making payment of its share of such amount. It shall also be at the option of the Developer to adjust the cancellation amount from the Transfer Proceeds received if the LLP does not payment of such cancellation amount within 15 days from the date of receipt of the aforesaid statement and thereafter share the balance Transfer Proceeds. It shall be the responsibility of the Developer to obtain from the Intending Transferees receipts for good and effectual discharges signed by such Intending Transferees of both the Developer and the LLP, all of which the Developer shall by the 7th day of the following month send to the LLP.
- 3.11 The Developer shall within 30 (thirty) days from the date of collection, send a statement to the LLP of any amounts received or collected only towards:
- (i) any electricity/ water or for providing electricity and/or power back up any amount received from the Intending Transferees towards Association membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Transferees;
 - (ii) any monies collected towards any other utility/municipality/maintenance deposits and/or contribution towards corpus fund;
- 3.12 The Developer shall establish and maintain a monthly reporting system to provide data related to the marketing and sales of the Project, including flat cost sheets with full contact details of the buyers and brokers and all such information which is necessary to verify the amount of total revenue. Such monthly data shall be sent to the LLP within 7 days from the end of each month.
- 3.13 After final completion and sale of all areas of the building or buildings and the said Leasehold Land, the parties shall carry out final reconciliation of accounts of the said Revenue Collection Account and pay or receive suitable adjustment amounts to or from each other.

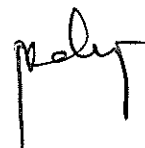
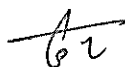
- 3.14 So long as the Developer is not in breach of the terms of this agreement, In order to enable the Developer to expeditiously complete development of the said Leasehold Land in a smooth and orderly manner, the LLP agrees not to interfere in the development construction marketing sale or otherwise of the Project.

4. SECURITY DEPOSIT

- 4.1 In consideration of the LLP allowing and permitting the Developer to develop the Leasehold Land, the Developer has agreed to keep with the LLP as and by way of an interest free security deposit a sum of Rs.5,00,00,000/- (Rupees Five crore only) ("Security Deposit"). The said Security Deposit has been deposited with the LLP by the Developer on or before the Effective Date which fact the LLP hereby acknowledges.
- 4.2 The above Security Deposit shall not accrue any interest thereon and shall be refunded forthwith by the LLP to the Developer on completion of the Project or on earlier termination of this Agreement, whichever is earlier after adjusting any sum that may be due to the LLP from the Developer including on account of any damages as agreed hereinafter and till such satisfactory refund the Developer shall be entitled to continue with the permissive possession of the Leasehold Land without any payment liability.

5. MARKETING RIGHTS AND PROJECT TRANSFERS

- 5.1 The Developer shall be solely entitled to advertise and market the Project. The Developer shall arrange for marketing or any other media publicity for the Project. The cost for the same shall be borne and paid by the Developer.
- 5.2 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement. Marketing and advertisement material (only print media and at Project site) for the project done by the Developer should carry the name and logos of ANMOL group, BAGARIA group as lessee and PS GROUP as Developer. The LLP agrees that the Developer will not be using the logo or trademark of the LLP or its constituents in the digital media marketing and advertisements. The project name shall be decided mutually post execution of this Agreement. It being agreed that the Logo of Anmol Group and Bagaria Group shall also be affixed after Completion of the Building with the logos of the Developer, Anmol Group and Bagaria Group being given equal weightage.
- 5.3 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper. The LLP shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Leasehold Land by the Developer, subject however, to what is provided in the Agreement.
- 5.4 The LLP hereby agrees, undertakes and acknowledges that the Developer, subject to Applicable Law, shall be entitled to enter into any arrangement or agreement for assignment/sub lease/ allotment or any other agreement or memorandum of understanding, booking of any Unit, or any other space/ area, to be developed or



constructed over the Leasehold Land; and to accept or receive any request for booking or allotment of any Unit or any other space/ area, to be developed or constructed over the Leasehold Land and to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities. Provided however, that the Developer shall not enter into any arrangement or agreement with Intending Transferees for sub lease/ allotment or any other agreement or memorandum of understanding for a short term.

- 5.5 The LLP or any other person authorized by LLP shall transfer all the leasehold interest of the LLP in the Leasehold Land in favour of the Intending Transferees and/or the Association as per the Applicable Law.
- 5.6 The LLP and the Developer shall be parties in all Deeds of Conveyance/Agreement of Sale/Transfer in respect of the transfer of the Units to the Intending Transferees and both of them shall transfer/ surrender their respective right title or interest therein in favour of such party upon receipt or completion certificate of the Project. It being agreed that LLP shall get the Deeds of Conveyance/Agreement of Sale/Transfer in respect of the transfer of the Units to the Intending Transferees signed and executed within 15 days from the date of receipt of the document from the Developer and shall compulsorily make available the Designated Partner/Authorized Signatory of the LLP at the time of registration of the abovementioned documents as and when required by the Developer.
- 5.7 The parties hereby agree that Khaitan & Co LLP, Kolkata shall be the legal adviser to the Project ("**Legal Adviser**") and all documents pertaining to the Project, including transfer deeds, shall be prepared by the Legal Adviser. All fees and expenses of the Legal Adviser shall be paid by the Intending Transferees at actuals.

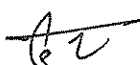
6. COMPLETION OF THE PROJECT

- 6.1 The Developer shall prepare the Building Plan in consultation with the Architect.
- 6.2 The Developer shall complete the Project within a period of 42 (forty two) months with a grace period of 6 (six) months, both subject to Force Majeure, from the Possession Date. Any extension after the aforementioned period shall be mutually decided between the parties but shall remain subject to extension granted under Applicable Law, if any. The Developer shall appoint the construction contractor(s) of its choice. Immediately after Completion of the Project, the Developer shall provide a copy of the Completion Certificate of the Project received by the concerned authorities to the LLP and the date on which the LLP receives such completion certificate is hereinafter referred to as **the Completion Date**. Provided that any delay due to Force Majeure Events or any act of the LLP (including any of its partners) shall be excluded from the above period for completion and the Completion Date shall stand automatically extended to the extent of such delays.
- 6.3 The Architect shall prepare a schedule of stages of development and construction of each phase of the Project and the time line for completion of each such stage ("**Milestones**"). Subject to Force Majeure events, the Developer shall adhere to all such Milestones. On a monthly basis, the Developer shall provide to the LLP progress reports comprising of the status of the construction and development of the Project.

- 6.4 The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Costs. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed. In the event under the provisions of the Applicable Law, the parties are required to insure title in respect of the Leasehold Land, the parties shall obtain and maintain such insurance at their costs and expenses in the agreed/sharing ratio.
- 6.5 The Developer shall at its own cost and expenses, construct develop and complete the Project in accordance with the Applicable Law, the Building Plans, specifications and elevations sanctioned by the municipal and development authority subject to any amendment, modification or variation to the said Building Plans and Unit specifications agreed between the LLP and the Developer subject to the approval of the appropriate authorities, if required and carry on the construction and development by using good construction practices with regard to safety and environment and that the Developer will be construed as the principal employer for all legal purposes.
- 6.6 The Developer acknowledges that the Building(s) are to be decent buildings in its segment and class and as such the construction shall be carried out in a workman like manner with best quality of materials and/or specifications as per **Schedule 4**. The Developer further acknowledges that the Project shall have various facilities as per **Schedule 5**.
- 6.7 The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the parties.
- 6.8 The Developer shall be liable for all obligations under the Applicable Law including that by law created on the LLP save and except the leasehold interest of the LLP .
- 6.9 Any claim for Force Majeure shall only be entertained provided the Developer shall have intimated the LLP within 15 days of rise of such event of Force Majeure in this regard in compliance with the terms and conditions contained in clause 15.8 hereinafter.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1 Each of the parties hereby represents, warrants and undertakes to the other Party that:
- (i) It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney, development agreements and consents, contemplated hereunder or pursuant hereto and to perform the transaction contemplated



hereunder and, in case of body corporate, it is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation;

- (ii) The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorised by all necessary corporate or other action of the Party;
- (iii) This Agreement constitutes a legal, valid and binding obligation on the Party, enforceable against it in accordance with its terms; and
- (iv) The execution, delivery and performance of this Agreement by such Party and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its constitutional or governance documents (including their respective Memorandum and Articles of Association); (ii) require such Party to obtain any consent, Approvals or action of, or make any filing with or give any notice to, any Governmental Authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, Approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or (v) result in a violation or breach of or default under any Applicable Law.

7.2 The Developer hereby represents and warrants to the LLP as follows:

- 7.2.1 The Developer is duly organised and validly existing under the laws of India;
- 7.2.2 All information contained or referred to in this Agreement with respect to the Developer continues to be, true, complete and accurate in all respects and not misleading in any manner and shall continue to be so till Completion. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;
- 7.2.3 The Developer have full power and authority to execute, deliver and perform the terms and conditions of this Agreement and has taken all necessary actions to authorise the execution and delivery, by it, of this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the Developer, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other laws of general application affecting creditors' rights or the application of equitable principles. The Developer shall be entitled to do all things, deeds and matters pertaining to all of the development activities on and in relation to the Leasehold Land and exercise of its rights hereunder;

7.2.4 The Developer shall abide by and strictly adhere to the Building Plan and the Applicable Laws while developing the Project.

7.3 The LLP hereby represents, warrants and covenants to the Developer as follows:

- i. **Leasehold right:** The LLP is the sole and exclusive lessee of the Leasehold Land having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein. The LLP has made all payments to be made in terms of the Lease Deed under which the Leasehold Land was acquired, there are no defaults, omissions or constraints whatsoever with regard to the rights, estate, privileges and interests vesting in the LLP. All documents have been duly registered and stamped at the correct valuation of the Leasehold Land as required under law.
- ii. **Compliance with Applicable Laws:** To the best of its knowledge, the LLP with respect to the Leasehold Land, is in compliance of the Applicable Law;
- iii. **No Encumbrance & Contiguous:** Subject to the mortgage of leasehold interest in the Leasehold Land with Kotak Mahindra Bank and the Agreements in favour of the Intending Transferees, the Leasehold Land and all parts of it are free from all kinds of Encumbrances and third party claims, including any prior sale/ agreement to sell, transfer, assignment, gift, mortgage, tenancy, license, trust, exchange, lease/sub lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell/transfer/assignment/sub lease, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever; the Leasehold Land is contiguous Leasehold Land and save and except disclosed herein, there are no impediments with regard to the development and construction of the Project;
- iv. **No litigation:** There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Leasehold Land or the LLP pertaining to the Leasehold Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the leasehold right of the Leasehold Land vesting with the LLP, the contemplated transaction under this Agreement or on the development and construction of the Project;
- v. **No prior power of attorney:** The LLP has not issued and/ or executed any power of attorney or any other authority, oral or otherwise, which is subsisting as on date, empowering any other person(s) to deal with the Leasehold Land or any part thereof for any purpose whatsoever;
- vi. **No future impediment:** The LLP agrees and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or

understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Leasehold Land and/ or the constructed area or any part thereof;

- vii. **Contracts:** All contracts with any person as provided in Schedule 3 with respect to the Project have been disclosed by the LLP to the Developer.
- viii. **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect; and
- ix. Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees.
- x. For the avoidance of doubts, the representations, warranties and covenants mentioned in this Clause shall survive and continue to be in force and effect from the Effective Date.

8. OTHER COVENANTS AND OBLIGATIONS

- 8.1. Subject to prior written approval from LLP ,the Developer shall have the right and authority to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and development of the project upon such terms and conditions as may be applicable and for no other purpose. Such finance may be secured by mortgaging the said project Leasehold Land / leasehold interest of Leasehold Land in favour of any bank / financial institution by deposit of original title deeds / lease deeds of the said project Leasehold Land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage but without being entitled to create or foist any liability on the LLP. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's/LLP's share of revenue or owner's/LLP's allocation in the project and the Developer shall ensure servicing of the loan and interest thereon without default. In case owing to any loans or finances obtained by the Developer, the Owners/LLP suffer any losses or damages

due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners/LLP saved harmless and indemnified in respect thereof. It being agreed that if the Developer defaults in repayment of such loan then the LLP shall have the option to pay to the Bank and get the said Project Leasehold Land free from the bank.

- 8.2. The LLP hereby agrees to extend its fullest co-operation for any matter whatsoever as may be directed by the Developer from time to time in relation to fulfilling all its obligations as contained in the Lease Deed for the purpose of development of the Project and for transferring the Units to the Intending Transferees.
- 8.3. All taxes, rents, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Leasehold Land, for the period upto the Possession Date have been paid by the LLP and form part of Incurred Costs and, if any amounts are found to be payable in this regard in the future, these amounts shall be on the account of the Developer. All such taxes and duties pertaining to the Government Authority for the period up-to the Completion Date shall also be the sole liability of the Developer subject to Force Majeure.
- 8.4. Save and except any title related disputes or claims which the LLP shall settle at its own costs and expenses, the Developer shall at its own cost and expense, settle all disputes, claims, demands, suits, complaints, litigation, etc., which may be raised, filed or created during the subsistence of this Agreement by any person, occupants, tenants or society etc. to ensure that the development and construction of the Project on the Leasehold Land by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner.
- 8.5. The Developer shall at all times render all assistance and co-operation to the LLP as and when requested to procure written consent from each of the respective Intending Transferees to whom the LLP already has allotted the Units consenting to the appointment of the Developer for developing the Project, cancellation of booking documents/agreements and execution of fresh booking documents with the Developer.
- 8.6. The Developer shall be responsible to make all necessary applications and follow-up for obtaining the completion/occupation certificate from the relevant Government Authority on its own expenses.
- 8.7. Notwithstanding anything contained herein, during the subsistence of this Agreement and subject to the Developer being in strict compliance with all its obligations contained in this Agreement, the LLP shall not (i) cause breach of any of the conditions as mentioned in the Lease Deed (it is agreed that the Developer will facilitate removal of difficulties in relation to KMC); (ii) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the transfer or disposal of the Leasehold Land or any rights or entitlements for Development in the Leasehold Land, in any manner whatsoever; (iii) enter into any arrangement or agreement of any nature whatsoever for assignment/ transfer or disposal of the Leasehold Land (or any rights or entitlements, including any development rights in the Leasehold Land), in any manner whatsoever with any other person; (iv) negotiate or discuss with any third party the financing, transfer,

mortgage of the Leasehold Land (or any rights or entitlements, including any development rights in the Leasehold Land).

- 8.8. The parties agree that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of its rights by the Developer or (ii) whereby the permission of Development are prejudicially affected. In the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, The LLP shall act in the best interests of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- 8.9. Each Party undertakes to notify the other in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by either of them herein, to become untrue or inaccurate or misleading, at any point of time.
- 8.10. The LLP shall at all times render all assistance and co-operation to the Developer as and when requested for all the Approvals that the Developer is responsible to obtain under this Agreement.
- 8.11. The Developer hereby agrees to reimburse the Incurred Costs of the LLP which the LLP had incurred till the Effective Date.
- 8.12. The LLP agrees and acknowledges that as the developer of the Project the Developer shall have the sole right and authority to make any modifications or amendments in the approved Building Plans without the requirement of obtaining any consent or approval, prior or post, of the LLP. However, the LLP should be informed of the changes immediately.
- 8.13. The Developer hereby specifically acknowledges and agrees that all advertisements and marketing of the Project shall be strictly in adherence to any Applicable Law and such advertisements and marketing shall not be misleading in any manner whatsoever, and the Developer agrees and acknowledges that it shall remain liable to keep the LLP, its partners, officers, employees, contractors, agents and advisers indemnified and harmless against any damages, loss, claims, litigations (including any claims made by any customer/Intending Transferees of the Project) arising out of any breach of the terms of this clause or any misleading advertisement or marketing attributable to the Developer or the marketing agent or the brokers appointed by the Developer. It being agreed that the LLP shall not market the project and the same shall only be done by the Developer.
- 8.14. This Agreement is completely personal to the Developer and the LLP and except as specifically provided for in this Agreement, in no event the Developer and/or the LLP shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of the LLP and/or the Developer respectively, in writing prior had and obtained. Further, neither the Developer nor the LLP shall allow any of its constituent to transfer their interests which may have the effect of change of control in the Developer or the LLP. However, in LLP, the partners can change their ratio within.

- 8.15. The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works. The Developer shall make all arrangements for security, firefighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the said premises at its own cost and as per the rules and regulations pertaining to the same.
- 8.16. The Developer shall comply with all labour legislations and shall not employ any minor for the purpose of construction work at the said premises.
- 8.17. Both Parties shall be entitled to take credit for the Project and shall be entitled to use the name and showcase the Project in their respective websites. However, contents to be disclosed by the LLP shall be provided by the Developer. It is also agreed that in all marketing material, except in the case of digital marketing, the logos of the Developer, Anmol Group and Bagaria Group are to be included and that all three logos are to be given equal weightage.
- 8.18. **Construction at Developer's risk and costs:** The Developer shall cause construction of the Project at its own costs, risk and responsibility, by adhering to the said plan, construction contracts and all Applicable Laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, KMC, other planning authorities, third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to construction and shall indemnify fully against any claims, losses and damages for nay default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the LLP.
- 8.19. The Developer shall hand over to the LLP, true copies of revised sanction plan, revised environmental clearance and all other clearances and no-objection certificates pertaining to the Project as also provide inspection of the same from time to time as may be requested by the LLP.

9. UNSOLD UNITS

Subject always to the provisions of applicable laws:

- 9.1 if the Developer through the Marketing Agent is unable to transfer or market the entire transferable spaces in the Leasehold Land within a period of Six months from the Completion Date and on expiry of six months the date shall mean "**the Closing Date**".
- 9.2 On the Closing date the parties shall mutually demarcate the Unsold Units/ transferable spaces of the Project comprised in the Leasehold Land according to the market value on such date in accordance with their respective allocations. The Developer shall then handover to the LLP its allocation duly completed in all respects in compliance of the obligations of the LLP.
- 9.3 Upon such demarcation of the Unsold Units/ transferable spaces the parties shall be entitled to deal with the same in any manner as the parties desire. The deposits required to be made by the transferees shall then be paid by the parties or their respective transferees as the case may be.

10. PROJECT TAXES:

- 10.1 The Developer as a service provider shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution and development of the Project (**Project Taxes**) including those on account of GST and other indirect tax, if any.
- (a) The Developer is entitled to receive the taxes which will be paid by the Intending Transferees in respect of the Units.
- (b) The Intending Transferees may deduct Tax Deductible at Source (TDS) under the Income Tax Act. Such TDS shall be received by the Developer at the first instance. The LLP's revenue shall be distributed gross of TDS in the manner as provided in clause 3 of this Agreement.
- (c) The Developer shall keep the LLP saved, indemnified and harmless from or against all demands and liabilities in any way arising out of or relating to the Project Taxes.

11. POST COMPLETION MAINTENANCE

- 11.1 Till the taking over of the maintenance of the Project by the Association, the Developer shall be responsible for the management, maintenance and administration of the Buildings and the Project may appoint the Maintenance-in-Charge to do the same. The LLP hereby agrees to abide by all the rules and regulations to be framed for the management of the affairs of the Buildings and the Project.
- 11.2 The Developer or Maintenance-In-Charge to be appointed as per clause 11 shall manage and maintain the Common Areas and services of the Buildings and the Project and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Buildings, Leasehold Land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment.

12. TERM & TERMINATION

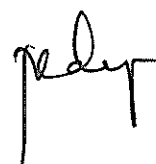
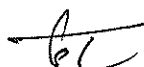
- 12.1 This Agreement shall take effect on the Effective Date and unless terminated in accordance with the terms herein, shall remain in force till Completion. Provided that the Clauses containing indemnification by one Party to the other shall survive any such termination.

12.2 Developer Event of Default

Any of the following shall an event of default by the Developer under this Agreement ("**Developer Event of Default**") and shall entitle the LLP to terminate this Agreement by giving 60 days' notice to the Developer

- 12.2.1 There is a default in causing Completion of the project as per the milestones or the specifications or within the Completion Date;

- 12.2.2 The Developer assigns or attempts to assign the obligations on its part to be paid performed and observed or any part thereof or any benefit or interest thereunder without the prior written consent of the LLP
 - 12.2.3 The Developer makes an assignment in favour of its creditors or agrees to carry out its part of the obligations under a committee of inspection of creditors in respect of this Project;
 - 12.2.4 The Developer fails to pay within a stipulated time to the LLP, the amounts due and payable by it under this Agreement.
 - 12.2.5 The Developer abandons or wholly suspends the development of the Project for more than 60 days continuously
 - 12.2.6 A receiver or interim resolution professional or resolution professional or administrator or administrative receiver is appointed in respect of the whole or substantial portion of the assets of the Developer
 - 12.2.7 The Developer is adjudged bankrupt or becomes insolvent, or makes an assignment of this Agreement without the consent of the LLP
 - 12.2.8 The Developer is found to have made any material misrepresentations to any person in respect of the development of the Leasehold Land, and which is not cured within a reasonable period of time upon intimation thereof by the LLP.
 - 12.2.9 The Developer convicted of any crime or felony which adversely affects the Developer's reputation
 - 12.2.10 The Developer is found to have made any breach of any provision of this Agreement and which is not cured within a reasonable period of time upon intimation thereof by the LLP.
- 12.3 **Consequences on the occurrence of Developer Event of Default**
- 12.3.1 Upon the occurrence of a Developer Event of Default, the Developer shall be obliged to cure or remedy the specified event of default within a period of 30 (thirty) days from the date of receipt by the Developer of the written notice issued by the LLP in that regard ("**Developer Cure Period**").
 - 12.3.2 In the event of occurrence of a Developer Event of Default which in the sole opinion of the LLP cannot be cured or is not cured within the Developer Cure Period, then the LLP shall be entitled to terminate this Agreement by giving the Developer written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the LLP in its notice of termination to the First Party.
 - 12.3.3 It is further agreed and understood that during the Developer Cure Period, the Developer shall keep the LLP regularly updated about the steps being taken by the Developer for curing the specific Developer Event of Default.



12.4 **LLP Event of Default**

Any of the following shall be deemed to be an event of default by the LLP under this Agreement ("**LLP Event of Default**") and shall entitle the Developer to terminate this Agreement by giving 60 days' notice to the LLP

12.4.1 Termination of the Lease Deed by the KMC

12.4.2 The LLP is otherwise in breach of this Agreement;

12.4.3 Defective Title of the LLP over as determined by the Arbitrator

12.5 **Consequences on the occurrence of LLP Event of Default**

12.5.1 Upon the occurrence of a LLP Event of Default, the LLP shall be obliged to cure or remedy the specified event of default within a period of 30 (thirty) days from the date of receipt by the LLP of the written notice issued by the Developer in that regard ("**LLP Cure Period**").

12.5.2 In the event of occurrence of a LLP Event of Default which in the sole opinion of the Developer cannot be cured or is not cured within the LLP Cure Period, then the Developer shall be entitled to terminate this Agreement by giving the LLP written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the Developer in its notice of termination to the First Party.

12.5.3 It is further agreed and understood that during the LLP Cure Period, the LLP shall keep the Developer regularly updated about the steps being taken by the LLP for curing the specific LLP Event of Default.

12.6 **Consequences of termination**

12.6.1 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 claims and/or 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 13, 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.

12.6.2 Neither Party 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.

12.6.3 It being specifically agreed that on termination of this Agreement for clause 12.4 of this Agreement and even pending Arbitration, , the LLP shall forthwith refund to the Intending Transferees LLP's Share in revenue collected till then through RCA at the same time the Developer refunds moneys received by it. The LLP and the Developer shall also refund and/or pay any interest and/or compensation if required to paid to Intending Transferees under any contract or Applicable Law and the same shall be paid and/or refunded by parties in their respective revenue sharing ratio. The

Developer shall on termination, clear all dues with the Bank / Financial Institution wherefrom the Developer will obtain construction finance and procured the no due certificate and the title documents mortgaged from such Bank / Financial Institution.

- 12.6.4 After termination of this Agreement for Developer Event of Default in terms of clause 12.3 of this Agreement or LLP Event of Default in terms of clause 12.4.2 of this Agreement and even pending Arbitration, the project shall be deemed to be taken over by the LLP and the LLP may complete the construction of the Project itself and/or arrange for any other entity to do so. If the LLP elects to record repudiation of the agreement or termination thereof, the Developer shall cause all its men and agent to leave the said Leasehold Land and deliver any required equipments, materials, plant and temporary works or any of them as appropriate, including contractor's documents (which means calculations, drawings, manuals, models and other documents of a technical nature (if any) supplied by any contractor), and other desired documents made by or for any contractor to the LLP. The Developer shall also cause all contractors to comply immediately with instructions included in relevant notice of the LLP (1) for the assignment of any sub-contract and (2) for the protection of life or property or for the safety of the Project. The LLP may then use any of the contractor's equipments, materials, plant and temporary works or contractor's documents and other desired documents made by or on behalf of any contractor and only after finishing such use, the LLP shall give notice to the Developer that the contractor's equipments and temporary work will be released to the contractor at or near the said Leasehold Land. The contractor shall thereupon promptly arrange their removal, at its risk and cost and the Developer shall cause it to do so. The Developer shall on termination, clear all dues with the Bank / Financial Institution wherefrom the Developer will obtain construction finance and procured the no due certificate and the title documents mortgaged from such Bank / Financial Institution.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with the Applicable Laws in India and only the courts at Kolkata shall have exclusive jurisdiction.
- 13.2 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the parties, such parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing parties.
- 13.3 If the dispute is not resolved through such discussions within 60 (sixty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration by a sole arbitrator namely Mr. Pradeep Sureka son of Mr B.D. Sureka, residing at 3/1, Dr. U.N. Brahmachari Street, Kolkata 700 017, and such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.

- 13.4 The venue of arbitration shall be Kolkata only and the language of the arbitration proceedings shall be English.
- 13.5 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement. The parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such tribunal shall be shared equally.
- 13.6 While any dispute is pending, the disputing parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute in accordance with the provisions of this Clause.
- 13.7 Any decision of the arbitrator shall be final and binding on the disputing parties.

14. NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery and in the case of facsimile immediately after receipt of a transmission report confirming dispatch (except that the court documents may not be served by facsimile):

For The LLP :

Name : **AHW Unimark Consortium LLP**
 Address: 12 C Lord Sinha Road, 6D, Shyamkunj, Kolkata 700071
 Attention: **Mr. Sheo Shankar Bagaria and Mr. Biswanath Choudhary**

For The DEVELOPER:

Name : **PS Group Realty Private Limited**
 Address: 1002 E.M. Bypass, Kolkata 700105
 Attention: **Mr. Surendra Kumar Dugar**

15. MISCELLANEOUS

15.1 Confidentiality

This Agreement, its existence and all information exchanged between the parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party. The parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other

Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorised representatives of a Party or its affiliate, who have been advised of their obligation with respect to confidential information. None of the parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the parties without taking prior written consent of the other parties and all such press releases/public announcements shall be jointly issued by the parties. The obligations of confidentiality do not extend to information which:

- (a) is disclosed with the prior written consent of the Party who supplied the information;
- (b) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (c) is required to be disclosed by a Party or its affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the any Government Authority or any regulatory authority by such Party or its affiliate;
- (d) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

15.2 Indemnity

15.2.1 Each Party shall on demand by the other party and/or its nominee(s) ("**Indemnified party**") fully indemnify, defend and hold harmless each Indemnified Party from and against any and all , direct and/ or indirect, losses, damages, claims, liabilities, actions, taxes, costs and expenses whatsoever (including interest, penalties and attorneys' fees and expenses and court costs in connection with any action for the enforcement or recovery of any such losses, damages, claims, liabilities, Actions, taxes, costs and expenses) ("**Loss**") suffered or incurred by any of the Indemnified parties, as a result of or arising out of, or in relation to or otherwise in respect of,

- (a) any inaccuracy, misrepresentation or any breach of any of the representations and warranties;
- (b) any default, breach or failure by the other party, to fulfil or perform any of its obligations, undertakings, representations, covenants and/ or agreements under or pursuant to this Agreement;
- (c) any negligence or misconduct by the other party;

15.2.2 Risk and Responsibility

Indemnities: The Developer shall indemnify and hold harmless the LLP, the LLP's men and agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of :

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Developer's design (if any), the execution and completion of the Project and the remedying of any defects;
- (b) damage to or loss of any property, real or personal, to the extent that such damage or loss:
 - (i) arises out of or in the course of or by reason of the Developer's design (if any), the execution and completion of the Project and the remedying of any defects, and
 - (ii) is attributable to any negligence, willful act or breach of any contract by the Developer, the Developer's men and agents, their respective agents, or anyone directly or indirectly employed by any of them;
- (c) all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction on the said Leasehold Land;
- (d) all actions suits, costs, proceedings and claims that may arise out of the Developer's action hereafter with regard to the development of the said Leasehold Land and/or the manner of construction of the same and/or any negligence therein;
- (e) all financial liabilities undertaken by the Developer from any bank or financial institution for the purpose of development of the said Leasehold Land, it being provided that the Developer shall have no right to mortgage the said Leasehold Land or any part thereof, for any purpose whatsoever, except for creation of charge on the Developer's Share;
- (f) all claims, losses, workmen compensations, cost charges and expenses etc. resulting from damages or third party accidents or any other reasons during demolition and construction activities.

15.2.3. Developer's Care of the Project:

- (a) The Developer shall take full responsibility for the care of the Project from the Effective Date.
- (b) If any loss or damage happens to the Project or the said Leasehold Land during the period when the Developer is responsible for their care, from any cause, the developer shall rectify the loss or damage at the Developer's risk and cost.
- (c) The Developer shall be liable for any loss or damage caused by any actions performed by any contractor. The Developer shall also be

liable for any loss or damage which occurs after possession being handed over to the Intending Purchasers and which arose from a previous event for which the Developer was liable.

15.2.4. The rights of the Indemnified Party under this Clause are independent of and in addition to, such other rights and remedies as the Indemnified Party may have under Applicable Law, in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished by this Clause.

15.2.5. Each representation, warranty, obligation and covenant under this Agreement is separate and independent. No representation, warranty, obligation or covenant under this Agreement or any recourse in relation to any breach of any of the foregoing, is limited or qualified: (a) by reference to any other warranty, (b) by any other provision of this Agreement, or (c) by any investigation or due diligence conducted by or on behalf of the Developer, (d) any actual, imputed or constructive knowledge acquired or capable of being acquired (whether pursuant to the due diligence or otherwise) at any time by or on behalf of the Developer, whether before or after Effective Date, with respect to (i) the accuracy or inaccuracy of any representation, warranty, or (ii) by compliance or non-compliance with any obligation, undertaking, representation, covenant or agreement of the LLP under this Agreement. No investigation, due diligence or knowledge as described in (c) or (d) above shall prejudice any claim for breach of any of the representation, warranty, obligations or covenants under this Agreement or operate as to reduce any amount recoverable in respect of any such breach.

15.3 Counterparts

This Agreement may be executed in two or more counterparts, and by each Party on the same or different counterparts, but all of such counterparts shall together constitute one and the same instrument. The original of the Agreement will be retained by the Developer and a duly signed photocopy as true copy of the original will remain with The LLP.

15.4 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

15.5 Relation

The development contemplated by this Agreement is not in the nature of a partnership or any association of persons as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961. Neither Party shall have the authority to bind the other Party, except as expressly permitted hereunder.

15.6 Assignment and sub contract

This Agreement shall not be assigned by the LLP except with the prior written consent of the Developer.

15.7 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

15.8 Force Majeure

If and to the extent that any Party is delayed, hindered or prevented by a Force Majeure event from performing any of its obligations under this Agreement, the obligations of the Party so affected shall remain suspended while such affected Party is prevented or hindered from complying with its obligations. In such event, the affected Party shall give written notice of suspension as soon as reasonably possible but within 15 days when such situation arises failing which any claim on account of Force Majeure will stand excluded) to the other Party stating the obligations, the performance of which is or will be prevented, the date and extent of such suspension and the cause and likely duration thereof. The affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other parties. The affected Party shall resume full performance of its obligations after such Force Majeure event.

15.9 Severability & Change of Law

If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein, provided, however, that the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible. Any such invalid, illegal, void, unenforceable or against policy provision shall be replaced by a mutually acceptable provision, which being valid, legal, enforceable and within policy comes closest to the intention of the parties underlying the invalid, illegal, void, unenforceable or against policy provision.

In case of any Change of Law, the parties shall use their best efforts to comply with the same and for that purpose to amend or modify this Agreement in such manner as is required. Provided that if the Developer suffers (or will suffer) delay and/or incurs additional costs as a result of a Change of Law, the parties shall mutually decide the ways and means of minimizing such delay and/or additional costs.

15.10 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

15.11 Further Acts

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full

effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Government Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

15.12 Authorization

The persons signing this Agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this document on behalf of the parties for whom they are signing.

15.13 Conflict

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the LLP or the Leasehold Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

15.14 Entire Understanding and Reasonableness

This Agreement constitutes and represents the entire agreement between the parties with regard to the rights and obligations of each of the parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the parties on the subject matter hereof or in respect of matters dealt with herein.

15.15 Specific Performance of Obligations

The parties agree that in the event of any breach of the provisions of this Agreement, the parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

15.16 Stamp Duty and Registration Cost

The stamp duty and registration charges in respect of this Agreement and the Power of Attorney shall be borne and paid by the Developer.

SCHEDULE 1

DESCRIPTION OF THE LEASEHOLD LAND

Leasehold right in ALL THAT piece and parcel of the Leasehold Land measuring an area of 8093.72 square meters (equivalent to 2 Acres), more or less, comprised within Dag No. 305(P), 306, 307(P), 308(P), 345(P), 346(P), 347(P), 348(P), 349(P),



350, 351(P), 455(P), and 457(P) in Khatian No. 160(sabek183), in Mouza Boinchtola, J.L No. 4, P.S Pragati Maidan, District Sub-Registration Office Sealdah, District Registration Office Alipore, District 24 Parganas (South), numbered as the Municipal Premises No. 992, Eastern Metropolitan Bypass, Kolkata-700105, under Assessee No. 110583000033 within the limits of Kolkata Municipal Corporation and butted and bounded as follows:

ON THE NORTH	:	By Dag Nos 225, 226, 227, 228, 230, 231(P), 346(P) and 351(P) (other land of KMC and portion of KMDA godown);
ON THE SOUTH	:	By Dag Nos 344(P), 345(P), 348(P), 349(P), 455(P) and 457(P) (Land of Kolkata Stock Exchange);
ON THE EAST	:	By E.M Bypass
ON THE WEST	:	ByDagNo.351(P) (other Land of KMC and portion of Kolkata Stock Exchange Land)

And delineated in the map/ plan attached as **Schedule 2** hereto.

SCHEDULE 2

PLAN ON WHICH THE LEASEHOLD LAND IS DEMARCATED

Separate sheet annexed at the end of this Agreement.

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SCHEDULE 3**List of Contracts**

Sl. No.	Work-order Description	Vendor Name	Contract Value (INR)	Work-order Date (MM-DD-YYYY)
1	Landscape Architectural Services	Waho Design Pvt. Ltd.	920,000	10/13/2014
2	Design & Supervision Charges (Architect)	The Design Cell	Rs. 29/- per Sqft of total residential constructed area	8/10/2013
3	Consultancy services towards achieving IGBC GREEN BUILDING rating & MEPF for Unimark Solitaire	Pankaj Dharkar & Associates	450,000	10/13/2014
4	CFD analysis for Microclimatic Environmental clearance from Pollution Control Board for UNIMARK Solitaire	Pankaj Dharkar & Associates	85,000	3/11/2015
5	MEPF consultancy work at AHW Unimark	Pankaj Dharkar & Associates	1,600,000	7/22/2014
6	Being professional fees for rendering consultancy services, preparation of structural design & drawing, attending co-ordination meeting	Sterling Engineering Consultancy Services Pvt. Ltd.	2,000,000	7/21/2014
7	Construction of Interactive scale model work	Sparrow realty Pvt. Ltd.	1,600,000	9/9/2015
8	Consultancy services for obtaining Environmental clearance for expansion of project	Siddheswari Environmental Consultants Pvt. Ltd.	300,000	1/5/2016
9	Structural Design Proof Consultancy (Peer Review)	SPA Consultants	Rs. 4/- per Sqft of sanction area (apprx. 377337 sqft.)	8/21/2014

10	External Façade & structural glazing works	BES Consultants Pvt. Ltd.	2,200,000	2/16/2016
11	LOI for IOSIS Franchisee		28,00,000	10/31/2015
12	Quintessentially Lifestyle Services India Pvt. Ltd.	Quintessentially Lifestyle Services India Pvt. Ltd.	3,000,000	9/24/2015

SCHEDULE 4

Specifications of the Buildings

A. Units/Apartments

1. Flooring:

Living Room- Italian Marble

Bed Rooms- Engineered Wood

Kitchen- Glazed Vitrified Tiles

Balcony- Anti Skid Tiles/Marble with groves

Toilets- Anti Skid Tiles

Servants Room- Vitrified Tiles

Utility-Anti Skid Tiles

Servant's Toilet- Anti Skid Tiles

2. Doors

All Living Room , Bedroom, Toilets and Kitchen Doors to be Flush door with Sal wood frames, architrave and Hettich/Hafele fittings

Main door to be Decorative flush door with Sal wood frames and architrave
Electronic door lock and video door phone.

Servant Room & Servant Toilet Door to be Flush door with Sal wood frames and architrave

Balcony Door to be Aluminium sliding door with full glazing

3. Windows/Glazing:

Living Room and Bed Room to be Double Glazed Aluminium powder coated windows

Kitchen & Toilets to be Aluminium powder coated windows with exhaust fan

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4. **Toilets:**
- Sanitary ware EWC (Kohler/Grohe/Duravit) with anti-bacterial soft-coat seat cover
Wash basin (Kohler/Grohe/Duravit) with vanity unit
- Faucets and fittings Kohler/Grohe/Duravit faucets and fittings Shower area with enclosure
- Servant's Toilet to consist of Sanitary wares, faucets and fittings (Jaguar/Hindware/ Parryware)
5. **Kitchen:**
- Hot & cold water line provisions
6. **Electrical:**
- Living & Bedrooms: Modular switches (Schneider/Havells/Legrand) Electrical point for TV
- Kitchen: Modular switches (Schneider/Havells/Legrand) Electrical points for refrigerator, hob, chimney with 2 additional plug points.
- Toilets: Electrical Modular switches (Schneider/Havells/Legrand) Electrical points for hair dryer, electric shaver and geyser
7. **Walls**
- Putty with single coat primer
- Toilet Walls- Ceramic Tiles up to false ceiling level
8. **Balconies:**
- Glass railings in all balconies.

Schedule 5

PART-I

(COMMON AREAS)

- a) Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the Building;
- b) Stair Head room, caretaker room, electric meter room, pump room, transformer room
- c) Main Reception Lobby
- d) Ultimate Roof of the Building
- e) Lift machine room and lift well

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- f) Common Toilets
- g) Community/Banquet Hall
- h) Infinity Edge Pool
- i) Health Club may include Steam/Sauna and/or Massage Room and Gymnasium
- j) Yoga/Meditation Room
- k) Deck adjacent to the Swimming Pool
- l) Party Lounge
- m) Outdoor Kid's Play Area
- n) Landscaped Gardens
- o) Squash Court
- p) Games Room with Table Tennis, Pool, Dart etc.
- q) Aqua Gym
- r) Kid's Pool
- s) Business Lounge
- t) Self Service Laundry
- u) Car Wash Facility
- v) Electrical Vehicle Charging Points
- w) Visitor Car Parking
- x) Any other area and/or faculty determined and demarcated as Common Area by the Developer at its sole discretion.

PART-II

(COMMON AMENITIES)

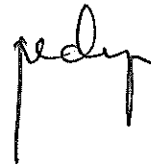
- a) Beams, foundations, supports, columns, main walls, boundary walls of the Building;
- b) Installation of common services such as water, sewerage pipes, pumps, ducts etc. at the Building;
- c) Electrical Installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator (s)/Standby Power Source and electrical wiring and accessories for lighting common areas;
- d) Fire Fighting equipments and accessories;

b

A

pelet

- e) Security Systems;
- f) Water filtration plant;
- g) 2 Passenger Elevators and 1 Service Elevator;
- h) Generator;
- i) Transformer;
- j) Overhead Water Tanks
- k) Sewage Treatment Plant;
- l) Rainwater harvesting system;
- m) CCTV Surveillance System
- n) Intercom System
- o) Fire Fighting and Alarm System as per Government Norms
- p) General Common Amenities like common drainage system, common sewerage system, water Inlet Point, Common Electrical Transformer, Power Sub Station
- q) Any other installation and/or facility determined and demarcated as Common Amenities by the Developer at its sole discretion.



(NEXT PAGE EXECUTION PAGE)

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

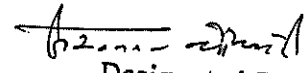
SIGNED AND DELIVERED by
AHW UNIMARK CONSORTIUM LLP,
 by the hand of its Designated Partners
 Mr. Sheo Shankar Bagaria and
 Mr. Biswanath Choudhary at Kolkata
 in the presence of:

1. ASHISH BAGARIA
 2C, BURDWAN ROAD
2. DHIRAJ SETHIA
 1002 E.M. BYEPASS
 KOL. 700105

AHW UNIMARK CONSORTIUM LLP

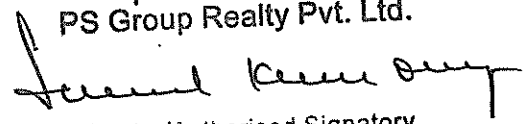

 Designated Partner

AHW UNIMARK CONSORTIUM LLP

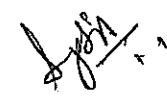

 Designated Partner

SIGNED AND DELIVERED BY
PS GROUP REALTY PRIVATE LIMITED,
 in its capacity as Developer by the hand
 of its Director Mr. Surendra Kumar Dugar
 at Kolkata in the presence of:

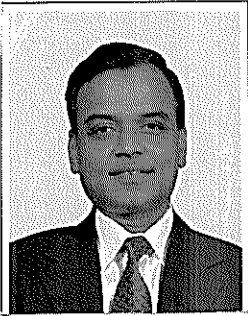









1. ASHISH BAGARIA
 2C, BURDWAN ROAD
2. DHIRAJ SETHIA
 1002 E.M. BYEPASS
 KOL- 700105

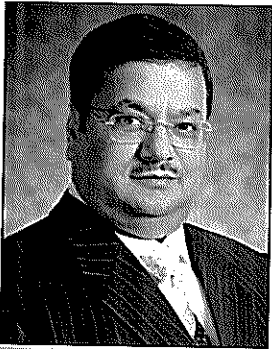









PS Group Realty Pvt. Ltd.

 Director/Authorised Signatory

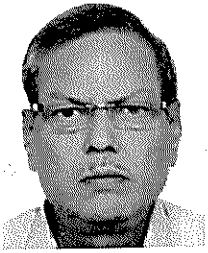









Drafted by me:


 Swarup Sil
 Advocate
 High Court at Calcutta
 Enrol No.: WB/286/2007

FORM FOR TEN FINGERPRINTS

<p>PHOTO</p> 	<p><i>fund am out</i></p>	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Left Hand				
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

<p>PHOTO</p> 	<p><i>breave</i></p>	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Left Hand				
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

<p>PHOTO</p> 	<p><i>beaver</i></p>	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Left Hand				
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					



ভারত সরকার
Government of India



শিউ শঙ্কর বাগারি
Sheo Shankar Bagaria
পিতা : সীতা রাম বাগারি
Father : Sita Ram Bagaria
কন্সটার্ন / DOB : 13/02/1957
পুরুষ / Male



5941 1239 0922

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
২শী বর্ধমান রোড, আলিপুর,
কোকাতা, আলিপুর, পশ্চিম বঙ্গ,
৭০০০২৭

Address:
2C BURDOWAN ROAD, Alipore,
Kolkata, Alipore, West Bengal,
700027

5941 1239 0922

1987
1500 339 1947

help@uidai.gov.in

www.uidai.gov.in

Shreane

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

SHEO SHANKAR BAGARIA

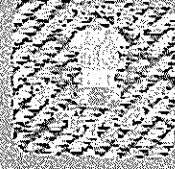
SITA RAM BAGARIA

13/02/1957

Permanent Account Number

AEDPB6059B

Signature



06012017

अस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटायें :

आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सभाकर चेंबर,
बानेर टेलिफोन एक्चेंज के नजदीक,
बानेर, पुना - 411 045.

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

Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphite Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045.

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

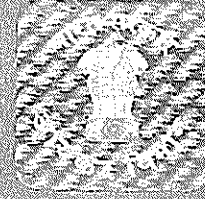
Sheo Shankar

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AHW UNIMARK CONSORTIUM LLP



18/07/2012

Permanent Account Number

AAVFA9112E

03082012

इस कार्ड के खोने / गने पर कृपया सूचित करें / लौटारें :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सफायर चेंबर,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045.

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

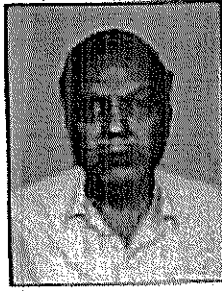
Income Tax PAN Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045.

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

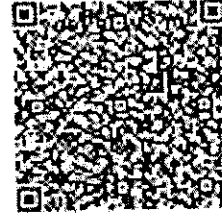
Signature



भारत सरकार
GOVERNMENT OF INDIA



Biswanath
Choudhary
DOB: 15/03/1959
Male / MALE



2810 0779 2673

Aadhaar-Aam Admi ka Adhikar



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O: Baijnath Choudhary, 37A BLOCK-B,
New Allipore, Kolkata,
West Bengal - 700053



1947
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

P.O. Box No 1947,
Bengaluru-560 081

Biswanath

आयकर विभाग
INCOME TAX DEPARTMENT
BISWANATH CHOUDHARY



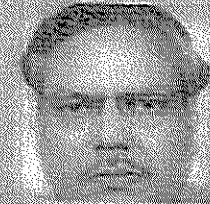
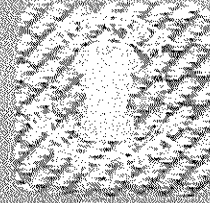
भारत सरकार
GOVT. OF INDIA

BAIJNATH CHOUDHARY

15/03/1959

Permanent Account Number
ACHPC5913D

Signature



04022009

इस कार्ड के खोने / याने पर कृपया सूचित करें / लाँडारें :

आयकर पैन सेवा इकाई, एन एम जे एल
तीसरी मंजिल, साफायर चेंबर,
बानेर टेलिफोन एक्चेंज के नजदीक,
बानेर, पुना - 411 045.

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Income Tax PAN Services Unit, NSDL
3rd floor, Sapphire Chambers,
Near Elmer Telephone Exchange,
Baner, Pune - 411 045.

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

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AABCP5390E

नाम / Name
P. S. GROUP REALTY PRIVATE
LIMITED

निगमन / शोधन तिथि
Date of Incorporation / Registration
02/08/1988

1522016

Sumit Kumar Singh

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SURENDRA KUMAR DUGAR
JHUMARMAL DUGAR

11/01/1960
Permanent Account Number
ACUPD1317K

Surend Kumar Dugar
Signature

भारत सरकार
28/02/2005



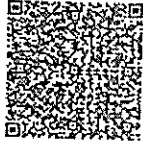
Surend Kumar Dugar



भारत सरकार
GOVERNMENT OF INDIA



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



8876 4445 8052

आधार - साधारण मानुषेर अधिकार

Surendra Kumar Dugar

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

GRN: 19-201718-017882956-1 Payment Mode Online Payment
GRN Date: 17/02/2018 15:22:14 Bank: Indian Bank
BRN: IB17022018050339 BRN Date: 17/02/2018 15:21:03

DEPOSITOR'S DETAILS

Id No. : 16061000048150/4/2018
[Query No./Query Year]
Name : N GUPTA
Contact No. : Mobile No. : +91 9830048815
E-mail :
Address : HIGH COURT KOLKATA
Applicant Name : Mr N Gupta
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16061000048150/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	16061000048150/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	500021

Total

575042

In Words : Rupees Five Lakh Seventy Five Thousand Forty Two only

DATED THIS 17th DAY OF FEBRUARY 2018

BETWEEN:

AHW UNIMARK CONSORTIUM LLP.... ONE PART

AND

PS GROUP REALTY PRIVATE LIMITED OTHER PART.

DEVELOPMENT AGREEMENT

KHAITAN & CO LLP
Advocates, Notaries, Patent & Trademark Attorneys
Emerald House,
1B, Old Post Office Street
Kolkata 700001
T: +91 33 2248 7000 F: +91 33 2248 7656

Major Information of the Deed

Deed No :	I-1606-00679/2018	Date of Registration	21/02/2018
Query No / Year	1606-1000048150/2018	Office where deed is registered	
Query Date	13/02/2018 4:21:54 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	N Gupta High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830048815, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,00,000/-]		
Set Forth value	Market Value		
Rs. 5,00,00,000/-	Rs. 58,18,18,240/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 5,00,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: E. M. Bye Pass, Road Zone : (Ultadanga More -- Manicktala Main Road On road) , , Premises No. 992

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		2 Acre	5,00,00,000/-	58,18,18,240/-	Property is on Road
Grand Total :					200Dec	500,00,000 /-	5818,18,240 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	AHW UNIMARK CONSORTIUM LLP 12C, Lord Sinha Road, P.O:- Middleton Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAVFA9112E, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PS GROUP REALTY PRIVATE LIMITED 1002, E.M. Bye Pass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105 , PAN No.:: AABCP5390E, Status :Organization, Executed by: Representative

Major Information of the Deed :- I-1606-00679/2018-21/02/2018

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Sheo Shankar Bagaria Son of Late Sitaram Bagaria 2C, Burdwan Road, Alipore, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEDPB6059B Status : Representative, Representative of : AHW UNIMARK CONSORTIUM LLP (as partner)
2	Biswanath Choudhary Son of Baijnath Choudhury 37A, Block-B, New Alipore, P.O:- New Alipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACHPC5913D Status : Representative, Representative of : AHW UNIMARK CONSORTIUM LLP (as partner)
3	Surendra Dugar, (Alias Name: Surendra Kumar Dugar) (Presentant) Son of Late J M Dugar 1002, E. M. Bye Pass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACUPD1317K Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as Director)

Identifier Details :


Name & address
N Gupta Son of Late J P Gupta High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Sheo Shankar Bagaria, Biswanath Choudhary, Surendra Dugar

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	AHW UNIMARK CONSORTIUM LLP	PS GROUP REALTY PRIVATE LIMITED-200 Dec

Endorsement For Deed Number : I - 160600679 / 2018

Major Information of the Deed :- I-1606-00679/2018-21/02/2018

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	N Gupta Son of Late J P Gupta High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Sheo Shankar Bagaria, Biswanath Choudhary, Surendra Dugar	<i>N Gupta</i> 20/02/2018


 (Satyajit Biswas)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 SEALDAH
 South 24-Parganas, West
 Bengal






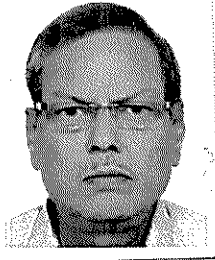

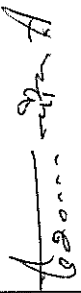
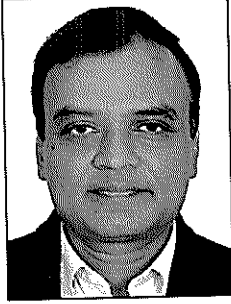


Government of West Bengal

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

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16061000048150/2018

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	Sheo Shankar Bagaria 2C, Burdwan Road, Alipore, P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Represent ative of Land Lord [AHW UNIMARK CONSOR TIUM LLP]			 20-02-18
2	Biswanath Choudhary 37A, Block-B, New Alipore, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Represent ative of Land Lord [AHW UNIMARK CONSOR TIUM LLP]			 20-2-18
3	Surendra Dugar Alias Surendra Kumar Dugar 1002, E. M. Bye Pass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24- Parganas, West Bengal, India, PIN - 700105	Represent ative of Developer [PS GROUP REALTY PRIVATE LIMITED]			 20-2-2018

On 15-02-2018

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 58,18,18,240/-



Satyajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

On 20-02-2018

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

Presented for registration at 18:00 hrs on 20-02-2018, at the Private residence by Surendra Dugar Alias Surendra Kumar Dugar,.

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

Execution is admitted on 20-02-2018 by Sheo Shankar Bagaria, partner, AHW UNIMARK CONSORTIUM LLP (LLP), 12C, Lord Sinha Road, P.O:- Middleton Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by N Gupta, , Son of Late J P Gupta, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-02-2018 by Biswanath Choudhary, partner, AHW UNIMARK CONSORTIUM LLP (LLP), 12C, Lord Sinha Road, P.O:- Middleton Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by N Gupta, , Son of Late J P Gupta, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 20-02-2018 by Surendra Dugar, , Surendra Kumar Dugar Director, PS GROUP REALTY PRIVATE LIMITED (Private Limited Company), 1002, E.M. Bye Pass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105

Indetified by N Gupta, , Son of Late J P Gupta, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



Satyajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1606-00679/2018-21/02/2018

On-21-02-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,00,021/- (B = Rs 5,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2018 3:21PM with Govt. Ref. No: 192017180178829561 on 17-02-2018, Amount Rs: 5,00,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB17022018050339 on 17-02-2018, 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 Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 194529, Amount: Rs.100/-, Date of Purchase: 13/02/2018, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2018 3:21PM with Govt. Ref. No: 192017180178829561 on 17-02-2018, Amount Rs: 75,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB17022018050339 on 17-02-2018, Head of Account 0030-02-103-003-02



Satyajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

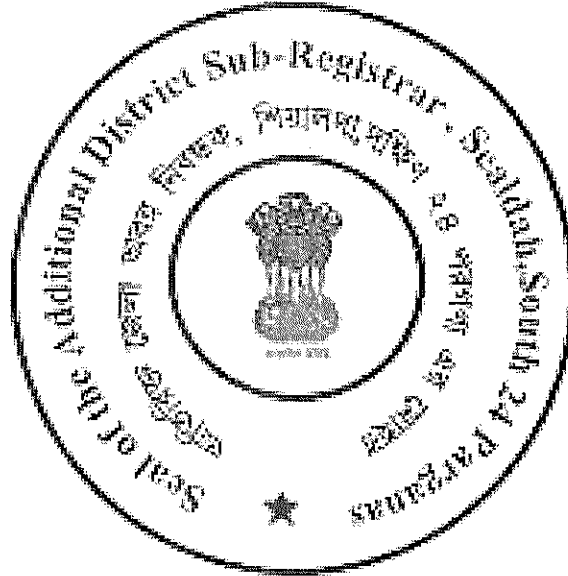
Major Information of the Deed :- I-1606-00679/2018-21/02/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2018, Page from 21750 to 21811

being No 160600679 for the year 2018.



Digitally signed by SATYAJIT BISWAS
Date: 2018.02.26 11:43:35 +05:30
Reason: Digital Signing of Deed.

Signature

(Satyajit Biswas) 26-02-2018 11:41:58
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.

(This document is digitally signed.)