

## ARTICLE 14

### DOCUMENTATION

- 14.1. Subject to the terms herein, the Developer shall have the right to enter into all documents, deeds, etc. for Transfer of Saleable Space and/or Unit(s) comprising the Developer's portion or for granting any manner of right or interest in any Saleable Space at any part or portion of the Project comprising the Developers portion in terms of these presents in its own name, in such a manner as the Developer may determine at its sole and absolute discretion.
- 14.2. In order to keep uniformity in the agreements, deeds and other documents executed with the Transferee(s), it is agreed between the Parties that the Developer shall be responsible for the preparation of all agreements, documents, deeds, papers, etc. pertaining to the Transfer/assignment/creation of any manner of interest/right over Saleable Space or any part or portion thereof including the Owner's Allocation and/or the Property with the approval of the Owner. All such transactions shall be executed only in such formats.

## ARTICLE 15

### INDEMNITY

- 15.1. Without prejudice to any other obligations and/or specific indemnity provided by the Owner herein, the Owner further hereby agrees to indemnify, defend and hold harmless the Developer and its affiliates, and their respective officers, directors, employees, partners and agents ("**Indemnified Parties**") against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions, fines, penalties, imposts, compensations paid in settlement and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Indemnified Parties by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Owner; and/or (ii) acts of wilful negligence or intentional misconduct by the Owner; and/or (iii) breach of the provisions of this Agreement by the Owner; and/or (iv) any representation and warranty by the Owner found to be misleading or untrue or any breach by the Owner of any representation and warranty contained in this Agreement; and / or (v) any Third Party demand or claim or action in respect of any part or portion of the Property; and/or (vi) any Encumbrance on and/or defect in the title or any claim or demand in respect of the title to any part or portion of the Property; and/or (vii) acquisition and/or requisition and/or attachment and/or vesting of any part or portion of the Property; and/or (viii) failure by the



  
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Owner to fulfil its obligations under any Applicable Laws and/or under this Agreement and/or (ix) any claims, damages, payments, charges, expenses or recoveries of any kind whatsoever in respect of the land parcel comprised in the Property and/or the Property as a result of any act or omission on the part of the Owner in relation to the Project or otherwise and/or the performance by the Owner of the obligations contained herein.

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

15.2.1 A claim, other than a third party claim, may be made by the Developer by giving a notice of the claim to the Owner within a period of thirty (30) days from the date when the claim arises. The notice of such claim shall contain a description of the basis for such claim and calculation of the amount claimed to have been actually incurred or suffered and shall give the Owner, a period of 30 (thirty) days to cure the breach or default complained of. Only in the event that the Owner has failed to remedy such breach or default within the said 30 (thirty) day period, the Owner shall indemnify the Developer within a reasonable period.

15.2.2 If any Third Party notifies the Developer with respect to any matter (in respect of which the Developer intends to make a claim for indemnification against the Owner under this Article 15.2.2), then the Developer shall promptly and in any event not later than thirty (30) days from the date when the third party claim arises, notify the Owner of such third party claim.

15.2.3 With respect to a third party claim, the Developer shall, at the option and request of the Owner:

- i) take such action (including legal proceedings), as the Owner may require to avoid, dispute, resist, defend, appeal, compromise or mitigate the loss that is the subject matter of such third party claim; and
- ii) allow the Owner to take such action with respect to the third party claim, in such manner as the Owner deems fit, at its absolute and sole discretion.



  
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15.2.4 The Developer shall not settle, make any admission of liability or compromise any third party claim, or any matter which gives or may give rise to a third party claim, without the prior written consent of the Owner.

15.2.5 The Developer shall take all steps as may be required by the Owner, to mitigate all losses, upon and after becoming aware of any event or condition that would be expected to give rise to any claim under this Agreement

15.2.6 Notwithstanding anything to the contrary herein contained, the Owner shall not be liable to indemnify the Developer for any losses:

- i) if the claim pertains to a period prior to the Effective Date or after receipt of the completion certificate;
- ii) if the Developer has failed to comply with its obligations under this Article 15.2.1;
- iii) if the matters or circumstances giving rise thereto have already been disclosed to the Developer or if the Developer was aware of any fact, matter or circumstances, which gives rise to or forms the basis of the loss;
- iv) if the loss is as a result of any voluntary act, omission, willful misconduct, transaction or arrangement of or on behalf of the Developer in any manner whatsoever;
- v) arising as a result of or in respect of any change in Applicable Law after the date of this Agreement, including (i) any legislation not in force as of the Effective Date, (ii) any such change, whether retrospective or by way of clarification, which retrospectively applies to the period prior to the Effective Date, (iii) a change in the interpretation of any Applicable Law; and (iv) a change in any common law or case law;
- vi) if the loss arises as a result of any act or omission by the Owner with the prior written approval of the Developer;
- vii) if the losses result from the failure by the Developer to ensure that all reasonable actions necessary or appropriate are taken to prevent or mitigate any losses that could give rise to a claim;
- viii) in respect of any liability which has not been adjudicated by a





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Court of competent jurisdiction and a right of appeal lies in respect of such adjudication, or the Parties are not debarred by passage of time or otherwise from making such appeal; and/or

- ix) to the extent of any loss of use (partial or total); loss of production; loss of profit; loss of contracts; loss of reputation; loss of revenues; or for any indirect or consequential loss or damage whatsoever which may be suffered by the Developer in connection with the Agreement

### **15.3. Developer's Indemnity**

- 15.3.1. Without prejudice to any other obligations and / or specific indemnity provided by the Developer herein, Developer hereby further agrees to indemnify, defend and hold harmless the Owner and its officers, directors and employees against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions, fines, penalties, imposts, compensations paid in settlement and/or expenses (together with reasonable attorney's fees and disbursement), which may be actually suffered or sustained by the Owner and its officers, directors and employees by reason of: (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Developer; and/or (ii) acts of wilful negligence or intentional misconduct by the Developer; and/or (iii) breach of the provisions of this Agreement by the Developer; and/or (iv) any representation and warranty by the Developer found to be misleading or untrue or any breach by the Developer of any representation and warranty contained in this Agreement; and/or (v) from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Developer's performance of this Agreement or arising out of any act or omission of the Developer, and in turn of the persons claiming through or under the Agreement; and / or (vi) any Encumbrance created on the Property or any part thereof as per Article 10; and/or (vii) non-compliance of any Applicable Laws and / or breach of any of the terms and conditions or otherwise of any approvals, clearances, NOCs, sanctions, obtained by the Developer for the Project or any part thereof (viii) payments of taxes, duties, levies, fees etc, relating to the Project including contractors, suppliers and representatives, income or other taxes required to be paid by the Developer without reimbursement hereunder, or non-payment of



  
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amounts due as a result of materials or services supplied/furnished/provided to the Developer or any of its contractors which are payable by the Developer or any of its contractors (ix) failure by the Developer to fulfil its obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Project and / or any part or portion thereof as a result of any act or omission on the part of the Developer in relation to the Project and / or any part or portion thereof or otherwise and/or the performance by the Developer of the obligations contained herein, unless such liability, loss, cost, damage, commission and/or expense is caused by the gross negligence on the part of the Owner and/or Transferee(s) of the Owner's Allocation ("**Claim**").

- 15.3.2. A Claim, other than a Third Party Claim (*as defined below*), may be made by the Owner by giving a notice of the Claim to the Developer within a period of thirty (30) days from the date when the Claim arises. The notice of such Claim shall contain a description of the basis for such Claim and calculation of the amount claimed to have been actually incurred or suffered and shall give the Developer, a period of 30 (thirty) days to cure the breach or default complained of. Only in the event that the Developer has failed to remedy such breach or default within the said 30 (thirty) day period, the Developer shall indemnify the Owner within a reasonable period.
- 15.3.3. If any Third Party notifies the Owner with respect to any matter (a "**Third Party Claim**"), in respect of which the Owner intends to make a Claim for indemnification against the Developer under this Article 15.3, then the Owner shall promptly and in any event not later than thirty (30) days from the date when the Third Party Claim arises, notify the Developer of such Third Party Claim.
- 15.3.4. With respect to a Third Party Claim, the Owner shall, at the option and request of the Developer:
- iii) take such action (including legal proceedings), as the Developer may require to avoid, dispute, resist, defend, appeal, compromise or mitigate the loss that is the subject matter of such Third Party Claim; and
  - iv) allow the Developer to take such action with respect to the Third Party Claim, in such manner as the Developer deems



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fit, at its absolute and sole discretion.

- 15.3.5. The Owner shall not settle, make any admission of liability or compromise any Third Party Claim, or any matter which gives or may give rise to a Third Party Claim, without the prior written consent of the Developer.
- 15.3.6. The Owner shall take all steps as may be required by the Developer, to mitigate all losses, upon and after becoming aware of any event or condition that would be expected to give rise to any Claim under this Agreement.
- 15.3.7. Notwithstanding anything to the contrary herein contained, the Developer shall not be liable to indemnify the Owner for any losses:
- i) if the Claim pertains to a period prior to the Effective Date or after receipt of the completion certificate;
  - ii) if the Owner has failed to comply with its obligations under this Article 15.3;
  - iii) if the matters or circumstances giving rise thereto have already been disclosed to the Owner or if the Owner was aware of any fact, matter or circumstances, which gives rise to or forms the basis of the loss;
  - iv) if the loss is as a result of any voluntary act, omission, willful misconduct, transaction or arrangement of or on behalf of the Owner in any manner whatsoever;
  - v) arising as a result of or in respect of any change in Applicable Law after the date of this Agreement, including (i) any legislation not in force as of the Effective Date, (ii) any such change, whether retrospective or by way of clarification, which retrospectively applies to the period prior to the Effective Date, (iii) a change in the interpretation of any Applicable Law; and (iv) a change in any common law or case law;
  - vi) if the loss arises as a result of any act or omission by the Developer with the prior written approval of the Owner;
  - vii) if the losses result from the failure by the Owner to ensure



  
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that all reasonable actions necessary or appropriate are taken to prevent or mitigate any losses that could give rise to a claim;

- viii) in respect of any liability which has not been adjudicated by a Court of competent jurisdiction and a right of appeal lies in respect of such adjudication, or the Parties are not debarred by passage of time or otherwise from making such appeal; and/or
- ix) to the extent of any loss of use (partial or total); loss of production; loss of profit; loss of contracts; loss of reputation; loss of revenues; or for any indirect or consequential loss or damage whatsoever which may be suffered by the Owner in connection with the Agreement.

- 15.3.8. The indemnification rights of the Owner and its officers, directors and employees under this Agreement are without prejudice, independent of and in addition to, such other rights and remedies as the Owner and its officers, directors and employees may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

## ARTICLE 16

### GOVERNING LAW

- 16.1. Subject to Article 17 below, this Agreement shall be governed and construed in accordance with the laws of India and the courts at Kolkata shall have sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

## ARTICLE 17

### SETTLEMENT OF DISPUTES

- 17.1. In the event of any dispute and/or difference between the Parties arising in connection with the interpretation or implementation of this Agreement and/or interpretation of any of the terms and conditions herein contained or touching these presents ("Dispute"), the Parties shall attempt in the first





  
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instance to resolve such Dispute through amicable discussions, it being agreed and understood that for the purpose of this Article, the Owner shall be deemed to mean and/or constitute one Party while the Developer shall be deemed to mean the other Party. If the Dispute is not resolved through such amicable discussions within 60 (sixty) days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the Parties may refer the Dispute to arbitration of a Sole Arbitrator mutually agreed between the parties for resolution according to and in terms of the provisions of the Arbitration & Conciliation Act, 1996 and/or any modifications thereto. In case the parties are unable to agree on a mutually acceptable person to act as an arbitrator within 30 days of intimation to this effect, then either of the parties shall be entitled to get the sole arbitrator appointed through the appropriate Court. The arbitration shall be conducted in Kolkata. All such arbitration proceedings shall be conducted in English.

- 17.2. The arbitration award shall be final and binding on the Parties.
- 17.3. The arbitrator(s) appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel). Each Party under this Article shall respectively pay and bear its own legal costs and expenses.
- 17.4. When any Dispute is under arbitration, except for the matter(s) under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

## **ARTICLE 18**

### **NOTICE**

- 18.1. All routine correspondence may be carried on by email, letters, facsimile transmission or telephones. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address by registered post with acknowledgement due or fax number set out below (or such other address or fax number as the addressee has by 5 (five) days' prior written notice specified to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5<sup>th</sup>(fifth) day following posting; (c) if given or made by fax, upon dispatch and the receipt of a



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transmission report confirming dispatch; or (d) and if given by email, on the date of despatch.

- 18.2. All notices to be sent/addressed to any of the Parties hereto shall be sent/addressed to the attention of the person and at the address, facsimile and email of the respective Parties as stated herein below, unless any of the Parties, by written intimation to the other Party, changes and/or modifies any of the undernoted details:-

**For and on behalf of all the Owner**

Attention : Mr. Indranil Chatterjee – Director – Commercial  
Operations  
Address: B/25, Morya Landmark - 1, 4th Floor, Veera  
Industrial Estate, Off New Link Road, Andheri  
(West), Mumbai 400 053  
Email : [corporate@speciality.co.in](mailto:corporate@speciality.co.in) with a copy marked to  
[indronx@gmail.com](mailto:indronx@gmail.com)

**For and on behalf of Developer**

Attention : Mr. Sidharth Pansari,  
Address : 6 A Elgin Road, Kolkata 700 020  
Email : [sidharth@primarc.in](mailto:sidharth@primarc.in)

**ARTICLE 19**

**MISCELLANEOUS**

**19.1. Force Majeure**

- 19.1.1. “**Force Majeure**” means a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 19.1.2. In the event of a Force Majeure, the obligations of the Developer will be suspended during the period of continuation of such Force Majeure event and the timelines shall be extended by the period for which such Force Majeure event continues.



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OF ASSET  
KOLKATA

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## 19.2. Confidentiality

19.2.1. Each Party shall, keep all information and other materials passing between it and the other Party in relation to the transactions contemplated by this Agreement, including the terms and conditions of this Agreement (the "**Information**") confidential and shall not without the prior written consent of the other Party, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement except to the extent that:

- i) such Information is in the public domain other than by breach of this Agreement;
- ii) such Information is required to be disclosed to the employees and professional advisors including auditors, tax consultants, etc., on a need to know basis;
- iii) such Information is required or requested to be disclosed by any Applicable Law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party(ies);
- iv) any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto;
- v) the extent the same is disclosed in connection with the performance of obligations or the exercise of rights under this Agreement; or
- vi) any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by any other Party hereto.

19.2.2. In the event that any Party is requested or becomes legally compelled to disclose the existence of this Agreement and the proposed transaction or any of the terms hereof in contravention of the provisions of this Article, such Party (the "**Disclosing Party**") shall provide the other Party (the "**Non-Disclosing Party**") with prompt written notice of that fact so that the



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

### **19.3. Assignment**

- 19.3.1. The Owner and Developer shall not be entitled to assign or Transfer any of its rights or obligations under this Agreement.
- 19.3.2. Notwithstanding anything stated in this Agreement, the Developer shall be entitled to Transfer any or all of its rights and obligations under this Agreement in favour of its nominees or affiliates and subject to the Developer remaining liable to the Owner for any breach or non-compliances of its obligations under this Agreement, it shall be deemed that the Owner does not have any objection to the same.

### **19.4. Binding Effect and Invalidity**

- 19.4.1. All terms and conditions of this Agreement shall be binding upon and enure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.
- 19.4.2. Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such. The Parties agree that if any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, which shall continue to be valid and binding, and such invalid, illegal or unenforceable provision shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so



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found to be void or unenforceable.

**19.5. Waiver**

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

**19.6. Costs and Expenses**

- 19.6.1. Each Party shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.
- 19.6.2. All costs, charges and expenses for stamp duty and registration charges payable on this Agreement shall be paid and borne by Developer.
- 19.6.3. In the event any statutory taxes are payable by the Owner in relation to the Owner's Allocation, the same shall be borne and paid by the Owner.
- 19.6.4. Save as specifically provided herein, each Party shall pay and bear the respective direct taxes (like income tax, etc.) payable by each of them, arising from or in respect of this Agreement, and shall keep the other Party safe, harmless and indemnified in respect thereof.

**19.7. Entire Agreement**

- 19.7.1. This Agreement sets forth the entire agreement and understanding amongst the Parties in connection with the subject matter hereof and all documents executed pursuant hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement. Any previous arrangement between the Parties in writing or otherwise, including the memorandum of understanding executed





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MILWAUKEE

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between the Parties shall stand superseded by this Agreement and in case of any contradiction between the previous understanding and/or arrangement and/or agreement and this Agreement, this Agreement shall prevail.

**19.8. Amendment**

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

**19.9. Relationship**

- 19.9.1. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer has not been appointed as an agent or contractor of the Owner, but to the contrary has been granted independent valuable rights and interest in the land parcel comprising the Property by virtue of and/or under these presents.

**19.10. Independent Rights**

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

**19.11. Third Party Benefit**

- 19.11.1. Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

**19.12. Further Assurance**

- 19.12.1. Each Party shall cooperate with the other Party and execute and



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deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

**19.13. Covenants Reasonable**

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

**19.14. Counterparts**

- 19.14.1. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

**The First Schedule Above Referred To**

**(“Property”)**

All that piece and parcel of the leasehold land admeasuring an area of about 31.851 (Thirty One point Eight Five One) Cottahs, a little more or less, comprised in Plot No. 1 in Block – LA, in Sector III, of Salt Lake City (Bidhannagar), under ward No. 37, under P.S. Bidhannagar, P.O. Bidhan Nagar Sai Complex, in the district of 24 Parganas (North), West Bengal, within the limits of District Registrar –Barasat and Additional District Sub Registrar –Bidhannagar, butted and bounded by:

On North: 24.38 Meter Wide Road

On South: Plot No. LA-4

On West: Type – 1 (SPL-2) Road

On East: Plot No. LA-2 & LA-3

Duly delineated and demarcated with the map annexed herewith as Annexure –A.



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OF AS  
KSEA  
17 FEB 2020



IN WITNESS WHEREOF each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

Executed and Delivered by the Owner  
at Kolkata in the presence of

1. *Suneeta Kar*  
6A Elgin Road  
Kolkata 20

2. *Rameshramath Ray*  
6A Elgin Road  
Kolkata - 700020

For Speciality Restaurants Ltd.

*[Signature]*  
SPECIALITY RESTAURANTS LTD.

Authorized Signatory

Executed and Delivered by the  
Developer at Kolkata in the presence  
of:

1. *Suneeta Kar*  
6A Elgin Road  
Kolkata 20.

2. *Rameshramath Ray*  
6A Elgin Road  
Kolkata - 700020

For Primarc Projects Realty Private Limited

*[Signature]*  
PRIMARC PROJECTS REALTY PVT. LTD.

Director/Authorized Signatory  
Developer

Drafted by me as per  
stated description of the  
Vendor.

*Manish Krishna Kundu (Adv)*  
S.C. Court  
Kolkata.  
WB-320/1996.



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OF ASSAM

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**Memo of Receipt**

Received from the Developer a sum of Rs.2,00,000/- (Rupees Two Lakhs only) being Refundable Non Interest bearing Security Deposit in terms of the Agreement, executed between the said Parties as follows:-

(i) By Cheque No. 130942, dated 16.09.2019, drawn on Sarat Bose Road, Kolkata Branch	Rs.2,00,000/-
Total (Rupees Two Lakhs only)	Rs.2,00,000/-

Executed and Delivered by the  
Owner at Kolkata

SPECIALITY RESTAURANTS LTD.

Authorised Signatory

Witness :

Speciality Restaurants Ltd.

*Suneeta Kar*  
6A Elgin Road  
Kolkata 20

*Ramon Ranath Roy*  
6A Elgin Road  
Kolkata - 700020



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17 FEB 2022

# ANNEXURE A



SPECIALITY RESTAURANTS LTD.

Authorized Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

Director/ Authorised Signatory



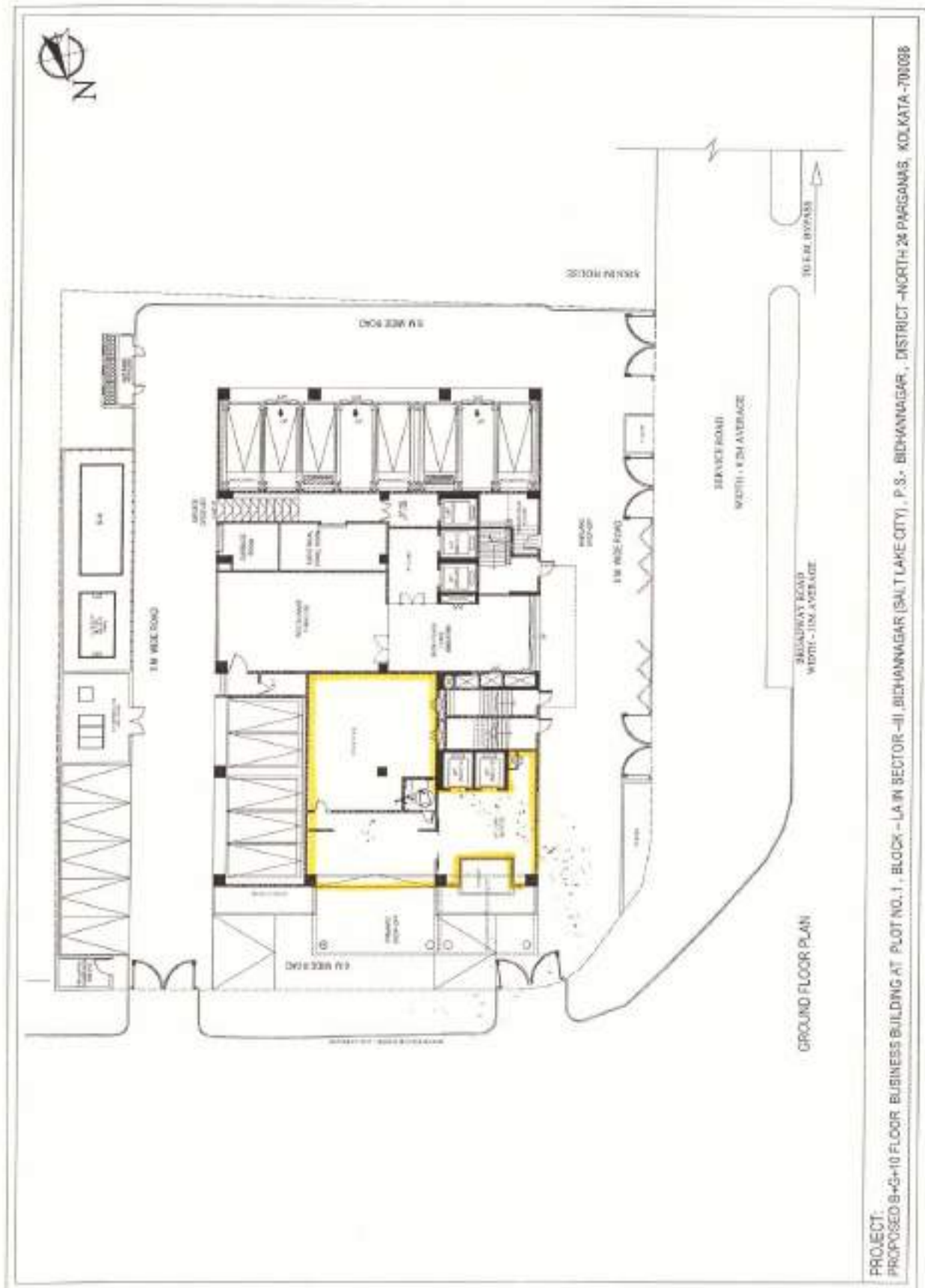


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# ANNEXURE B

## DEVELOPER'S ALLOCATION



SPECIALITY RESTAURANTS LTD.

Authorized Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

Director/Authorized Signatory



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## DEVELOPER'S ALLOCATION



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PRIMARC PROJECTS REALTY PVT. LTD.

Director/Authorised Signatory

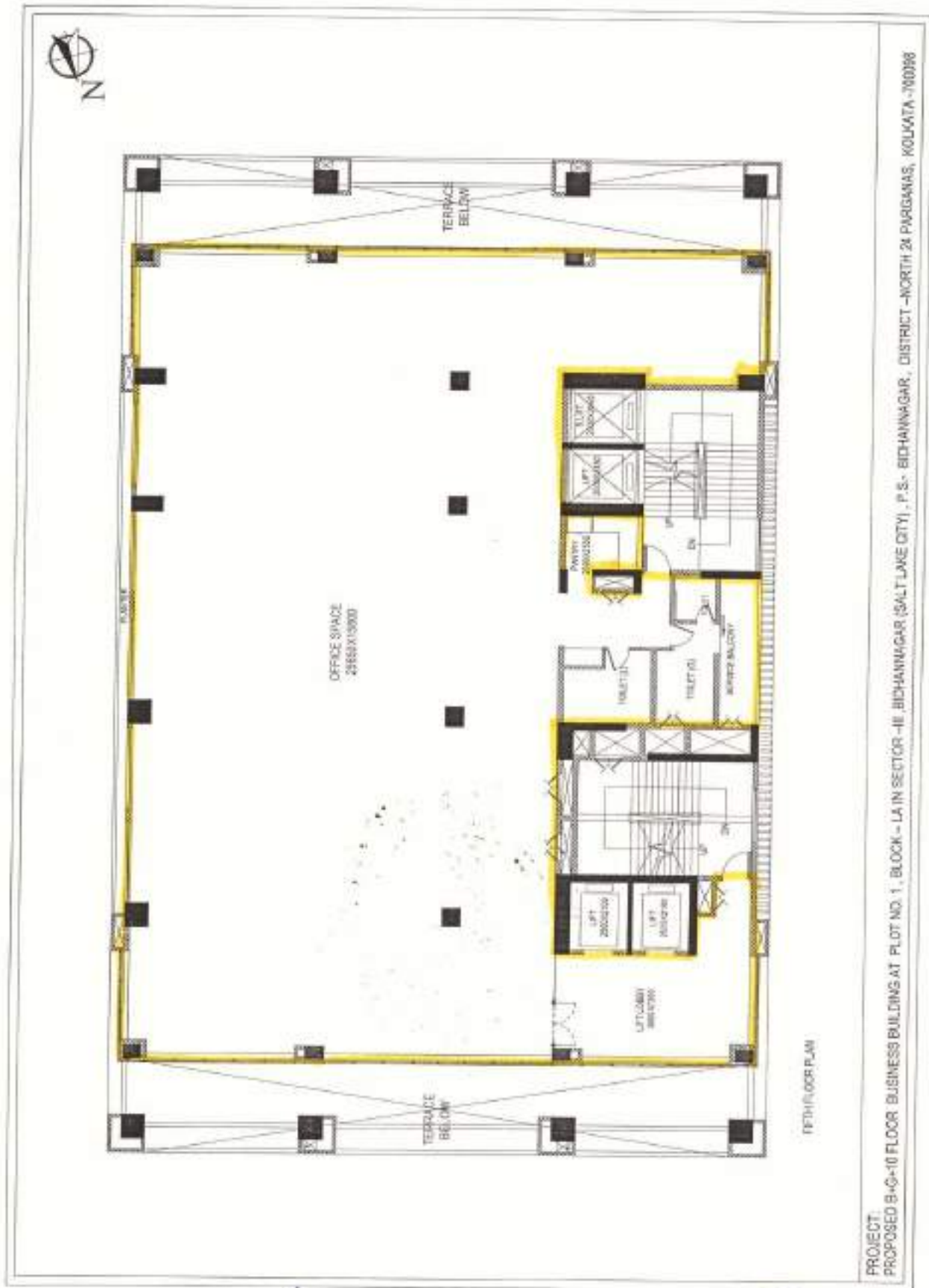


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# DEVELOPER'S ALLOCATION



SPECIALITY RESTAURANT LTD.

*Signature*  
 Director

PRIMA PROJECTS REALTY PVT. LTD.

*Signature*  
 Director Authorised Signatory

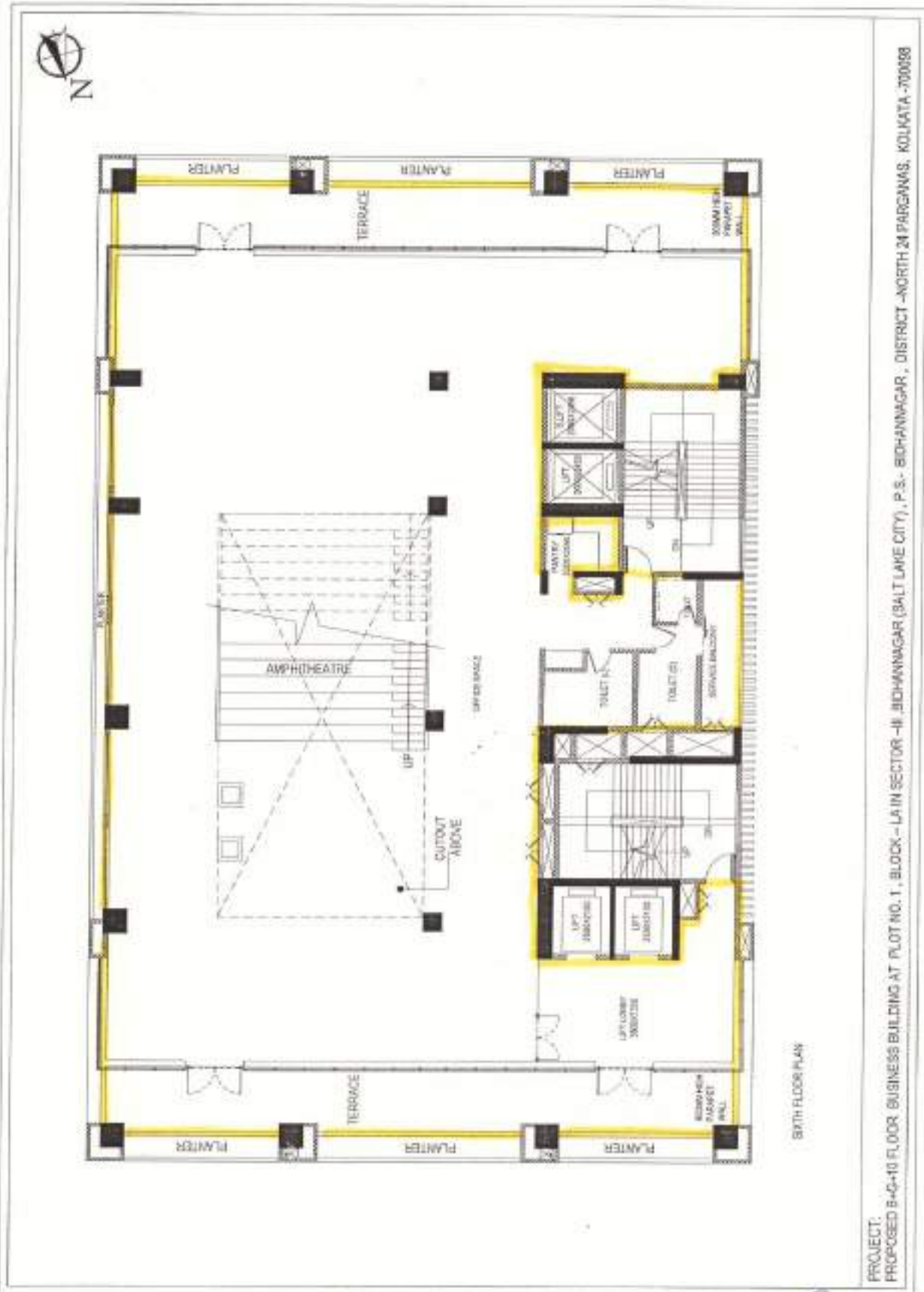


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# ANNEXURE - B3

## DEVELOPER'S ALLOCATION



SPECIALITY RESTAURANTS LTD.

Authorized Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

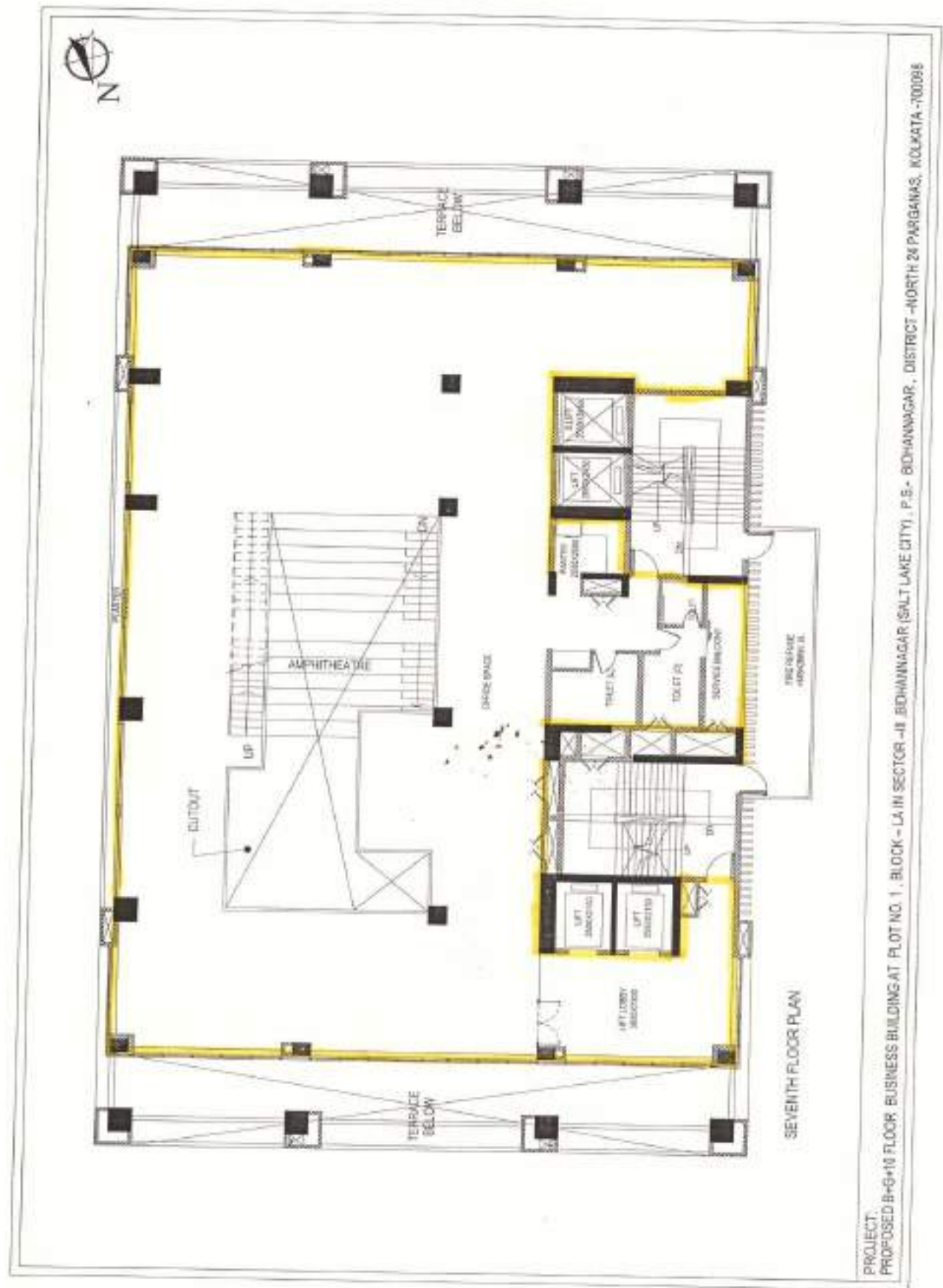
Director Authorized Signatory



ADDITIONAL REGISTRAR  
OF ASSAM, KOLKATA

17 FEB 2020

# DEVELOPER'S ALLOCATION



PROJECT:  
PROPOSED B-6+10 FLOOR BUSINESS BUILDING AT PLOT NO. 1, BLOCK - LA IN SECTOR - 48, BOHANNAGAR (SALT LAKE CITY), P.S.- BOHANNAGAR, DISTRICT - NORTH 24 PARGANAS, KOLKATA - 700098

SPECIAL

ANTS LTD.  
Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

Director Authorised Signatory

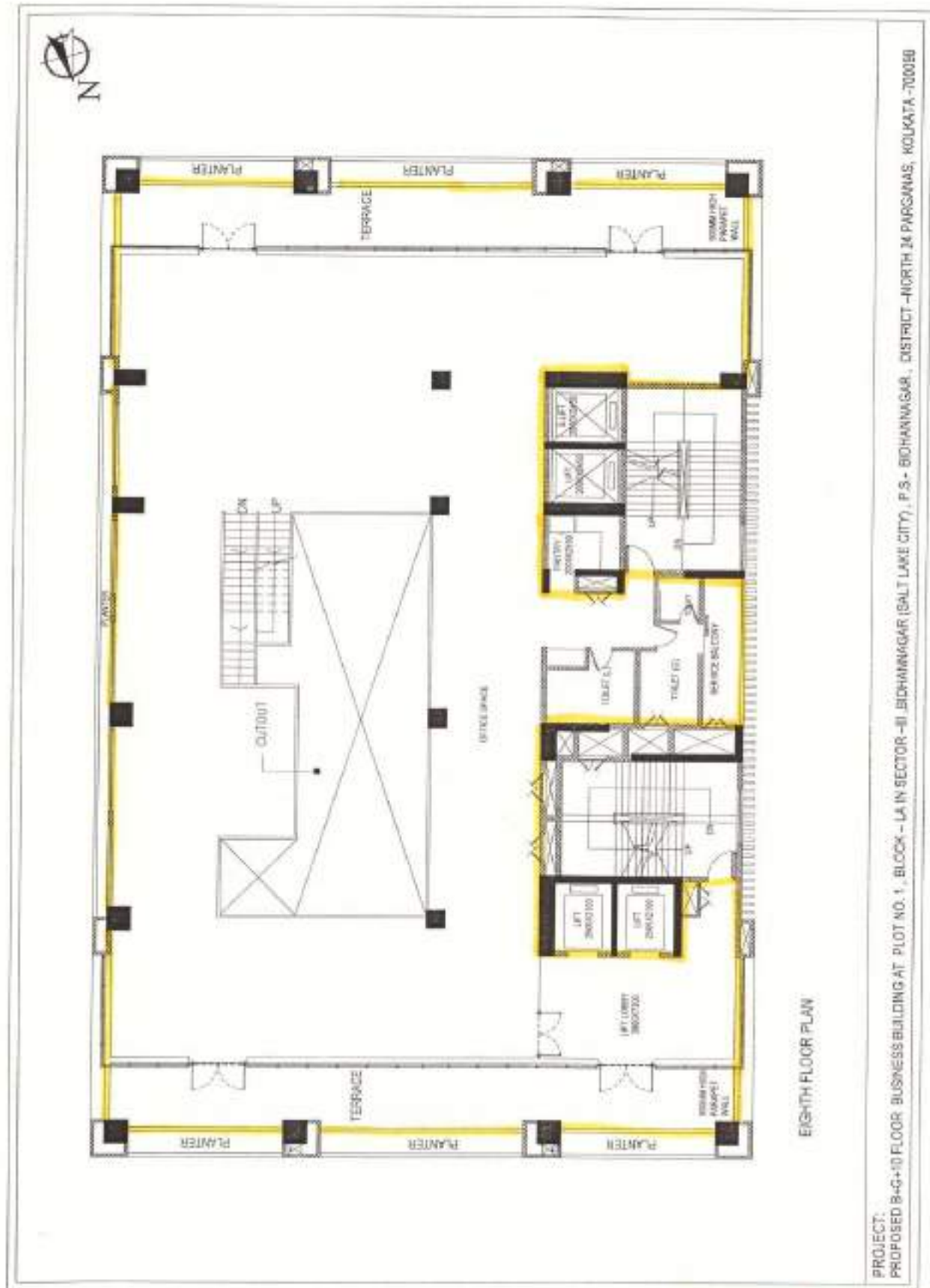


ADDITIONAL REGISTRAR  
OF ASSAM, KOLKATA

17 FEB 2020



## DEVELOPER'S ALLOCATION



SPECIALITY RESTAURANTS LTD.

*[Signature]*  
Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

*[Signature]*  
Director/ Authorised Signatory



8  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
17 FEB 2020

# ANNEXURE-B

## DEVELOPER'S ALLOCATION



PROJECT: PROPOSED B-G-10 FLOOR BUSINESS BUILDING AT PLOT NO. 1, BLOCK - LA IN SECTOR - II, BIDHANAGAR (SALT LAKE CITY), P.S. - BIDHANAGAR, DISTRICT - NORTH 24 PARGANAS, KOLKATA - 700058

SPECIALITY RESTAURANTS LTD.

*[Signature]*  
Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

*[Signature]*  
Director/Authorised Signatory



8  
ADDITIONAL REGISTRAR  
OF ASSAM, KOLKATA

17 FEB 2020

ANNEXURE - C

# OWNER'S ALLOCATION



SPECIALITY RESTAURANTS LTD.

*[Signature]*  
Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

*[Signature]*  
Director/Authorised Signatory



ADDITIONAL REGISTRAR  
OF ASSAM, GUWAHATI  
17 FEB 2020



### OWNER'S ALLOCATION

### OWNER'S ALLOCATION



SPECIALITY RESTAURANTS LTD.

### Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

Director/ Authorised Signatory



  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

17 FEB 2020

# OWNER'S ALLOCATION

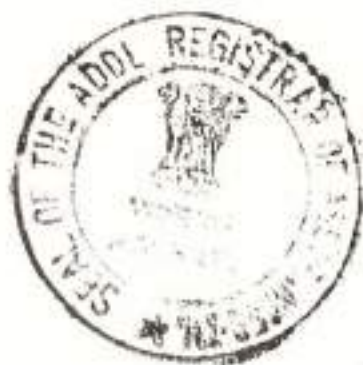


SPECIALITY RESTAURANTS LTD.

*[Signature]*  
Authorized Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

*[Signature]*  
Director/Authorised Signatory



ADDITIONAL REGISTRAR  
OF ASAM  
17 FEB 2020

# ANNEXURE -C

## OWNER'S ALLOCATION



SPECIALITY RESTAURANTS LTD.

*[Signature]*  
Authorized Signatory

PRIMARCO PROJECTS REALTY PVT. LTD.

*[Signature]*  
Director/ Authorised Signatory



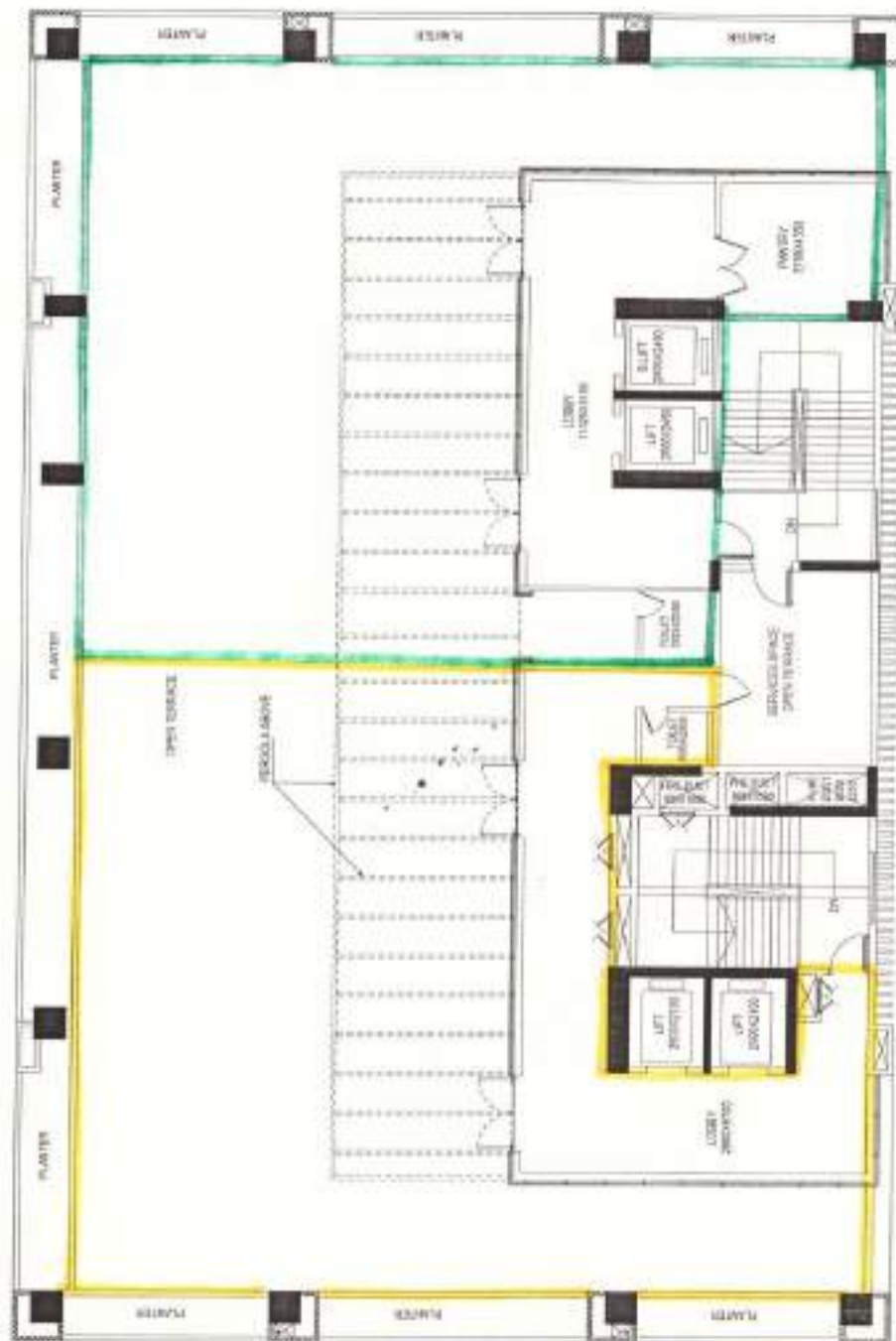
4  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

17 FEB 2020



# ANNEXURE-D

## TENTH FLOOR TERRACE AREA SHOWING ALLOCATION OF OWNER AND DEVELOPER



TENTH FLOOR PLAN

PROJECT: PROPOSED 8+G+10 FLOOR BUSINESS BUILDING AT PLOT NO. 1, BLOCK - LA IN SECTOR - III, BIDHANNAGAR (SALT LAKE CITY), P.S. - BIDHANNAGAR, DISTRICT - NORTH 24 PARGANAS, KOLKATA - 700098.

SPECIALITY RESTAURANTS LTD.

Authorised Signatory

PRIMARC PROJECTS REALTY PVT. LTD.

Director/Authorised Signatory



  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
17 FEB 2020

# SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
17 FEB 2020





**SPECIALITY**  
**RESTAURANTS LTD.**

Morya Land Mark - 1, 4th Floor, B-25, Vora Industrial Estate, Off New Link Road, Andheri (W), Mumbai - 53  
Tel No. (022) 42686700 Website: [www.speciality.co.in](http://www.speciality.co.in)

**Certified True Copy of the Resolution passed on December 20, 2018 by the Board of Directors of  
Speciality Restaurants Limited**

Execution of Development Agreement with the Primarc Projects Reality Private Limited for the development of the plot of land admeasuring 31.851 cottahs situated at Plot No. 1 in Block LA in Sector III, Bidhan Nagar (Salt Lake City) North Twenty Four Parganas, Bidhannagar Police Station at Kolkata.

"RESOLVED THAT in supersession of the earlier resolution passed at the Meeting of the Board of Directors, the Company do hereby approve execution of Development Agreement with the Primarc Projects Reality Private Limited for the development of land admeasuring 31.851 cottahs situated at Plot No. 1 in Block LA in Sector III, Bidhan Nagar (Salt Lake City) North Twenty Four Parganas, Bidhannagar Police Station at Kolkata;

RESOLVED FURTHER THAT Mr. Anjan Chatterjee - Chairman and Managing Director, Mr. Indranil Chatterjee, Director - Commercial Operations of the Company and Mr. Dhruba Prasad Dahal, Administration Officer of the Company be and are hereby severally authorized to sign and register the Memorandum of Understanding, Development Agreement on behalf of the Company, documents, to do all acts, matters and things as may be necessary to give effect to this resolution;

RESOLVED FURTHER THAT the Common Seal of the Company wherever required be affixed on the Development Agreement in the presence of Mr. Anjan Chatterjee, Chairman & Managing Director or Mr. Indranil Chatterjee, Director-Commercial Operations and Mr. Dhruba Prasad Dahal, Administration Officer of the Company."

RESOLVED FURTHER THAT a certified copy of the resolution be forwarded to the concerned authorities for further action."

For Speciality Restaurants Limited

  
Avinash Kinikar

Company Secretary & Legal Head



Q



# PRIMARC PROJECTS REALTY PRIVATE LIMITED

(FORMERLY MCK - PGE INFRASTRUCTURE PRIVATE LIMITED)

(CIN: U45200WB2006PTC111701)

6A, ELGIN ROAD, 2<sup>ND</sup> FLOOR, BHOWANIPORE, KOLKATA - 700 020

TEL: +91 33 4060 7541/2/3, FAX: +91 33 2290 3589, EMAIL: cs@primarc.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF PRIMARC PROJECTS REALTY PRIVATE LIMITED HELD AT ITS REGISTERED OFFICE AT 6A, ELGIN ROAD, 2<sup>ND</sup> FLOOR, BHOWANIPORE, KOLKATA - 700 020 ON MONDAY, 3<sup>RD</sup> DECEMBER 2018 AT 11:30 A.M.

"RESOLVED THAT Mr. Sidharth Pansari son of Shri. Nand Kishore Pansari as the Authorized Signatory of the company be and is hereby authorized to sign, execute and register the Joint Development Agreement and Power of Attorney of the land situated at Plot No. I in Block - I A, Sector - III, Salt Lake City (Bidhannagar), under Ward No. 37, P.S. Bidhannagar, North 24 Parganas - 700 098, West Bengal, within the limits of District Registrar - Barasat and Additional District Sub Registrar - Bidhannagar, West Bengal and also authorized to do all other necessary things for the related documents as mentioned above on behalf of the company."

Certified to be true

For, Primarc Projects Realty Private Limited



Anand Agarwal  
Director  
Din: 02581973

Certified to be true

For, Primarc Projects Realty Private Limited



Anshita Agarwal  
Director  
Din: 08134162



Sidharth Pansari

Certified Specimen Signature of the Authorized Signatory

Certified to be true

For, Primarc Projects Realty Private Limited



Anand Agarwal  
Director  
Din: 02581973

Certified to be true

For, Primarc Projects Realty Private Limited



Anshita Agarwal  
Director  
Din: 08134162

Am

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAECM8317P

नाम / Name  
PRIMARC PROJECTS REALTY  
PRIVATE LIMITED



09092018

निगमन/गठन की तारीख  
Date Of Incorporation/Formation  
07/11/2006

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:

आयकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टर्लिंग,  
प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.



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

Income Tax PAN Services Unit, NSDL  
5th Floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

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

PRIMARC PROJECTS REALTY PVT. LTD.



Director/ Authorised Signatory



आयकर विभाग  
INCOME TAX DEPARTMENT  
SIDHARTH PANSARI  
NAND KISHORE PANSARI  
26/02/1980  
Permanent Account Number  
AFYPP8910K

भारत सरकार  
GOVT. OF INDIA

21/08/2012

Signature

*[Handwritten signature in blue ink]*







ভারত সরকার  
Government of India



সিদ্ধার্থ পানসরি  
Sidharth Pansari  
জন্মতারিখ / DOB : 26/02/1980  
পুরুষ / Male



4358 9096 7502

আমার আধার, আমার পরিচয়



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ঠিকানা:

এস/ও: নন্দ কিশোর পানসরি, ৭,  
লাভ লক স্ট্রীট, বালিগঞ্জ,  
বালিগঞ্জ, কোলকাতা, সার্কাস  
এভিনিউ, পশ্চিম বঙ্গ, ৭০০০১৯

Address:

S/O: Nand Kishore Pansari, 7,  
Love Lock Street, Ballygunge,  
Ballygunge, Kolkata, Circus  
Avenue, West Bengal, 700019

4358 9096 7502



1947



help@uidai.gov.in

www

www.uidai.gov.in



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SPECIALITY RESTAURANTS  
LIMITED



01/12/1999

Permanent Account Number

AAECS6802M

1803001

इस कार्ड के होने / होने पर कृपया सूचित करें / लौटाने -  
आयकर पैन सेवा इकाई, एन एस डी एच  
तीसरी मंजिल, सप्लाय चेंबर,  
नज़र टेलिफोन एक्सचेंज के माध्यम से,  
बानेर, पुणे - 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 Kanar Telephone Exchange,  
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [tininfo@nsdl.co.in](mailto:tininfo@nsdl.co.in)

SPECIALITY RESTAURANTS LTD.

Authorised Signatory



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DHRUBA PRASAD DAHAL

DAMODAR PRASAD DAHAL

19/07/1971

Permanent Account Number

AHJPD7704L

*Signature*  
Shanaka



13082013

*Signature*

हम कार्ड को खोले / फेरे पर कृपया सूचित करें / नोट करें  
आयकर सेवा सेवा इकाई, एनएसडी  
5 वीं मंजिल, मास्टर स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मोडल कॉलोनी, नजदीक डीप बंगला चौक, पुणे  
पुणे - 411 015

If this card is lost / someone's lost card is found,  
please inform / return to :  
Income Tax PAN Services Unit, NSDL  
5th Floor, Master Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 015

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [timinfo@nsdl.co.in](mailto:timinfo@nsdl.co.in)

*Signature*







ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

ভালিকাঙ্কিত আইডি / Enrollment No. : 1040/20597/49722

To  
DHRUBA PRASAD DAHAL  
শ্রব প্রসাদ দাহাল  
C 4/4  
1582/1 RAJ DANGA MAIN ROAD  
E.K.T.  
E.k.t.Kolkata  
West Bengal - 700107

28/02/2014



KL793128187FT

79312818



আপনার আধার সংখ্যা / Your Aadhaar No. :

**4520 7844 1082**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India

শ্রব প্রসাদ দাহাল

DHRUBA PRASAD DAHAL

পিতা : দামোদর প্রসাদ দাহাল

Father : Damodar Prasad Dahal

জন্মতারিখ/DOB: 19/07/1971

লঙ্গ / Male



**4520 7844 1082**



আধার - সাধারণ মানুষের অধিকার





# ভারতীয় বিশিষ্ট সনদ প্রমাণ

## ভারত সরকার

Unique Identification Authority of India  
Government of India

অনৈকাত্মিকতা আইডি / Enrollment No.: 11119100A00584

To

স্বামী রায় রায়  
Ramesh Nath Roy  
S/O: Narendra Nath Roy  
325 SCHOOL PARA  
Karnamati (m)

North 24 Parganas North 24 Parganas  
West Bengal 700083

156829684  
M.568296846F T



আপনার আধার সংখ্যা / Your Aadhaar No.:

4435 3000 3802

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



স্বামী রায় রায়  
Ramesh Nath Roy  
অবাসস্থান / DOB: 2000/1/26  
পুত্র / Male



4435 3000 3802

আধার - সাধারণ মানুষের অধিকার

Ramesh Nath Roy



### তথ্য

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

### INFORMATION

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

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



ভারতীয় বিশিষ্ট সনদ প্রমাণ  
Unique Identification Authority of India

ঠিকানা:  
স্বামী রায় রায়, 325,  
স্কুলপাড়া, কামারমাটি (এম),  
নর্থ 24 পর্গানা, বঙ্গাল, ভারত,  
পশ্চিম বঙ্গ, 700083

Address:  
S/O: Narendra Nath Roy, 325,  
SCHOOL PARA, Karnamati (m),  
North 24 Parganas, Nandan  
Nagar, West Bengal, 700083

4435 3000 3802

156829684

www.aadhaar.gov.in

www.aadhaar.gov.in