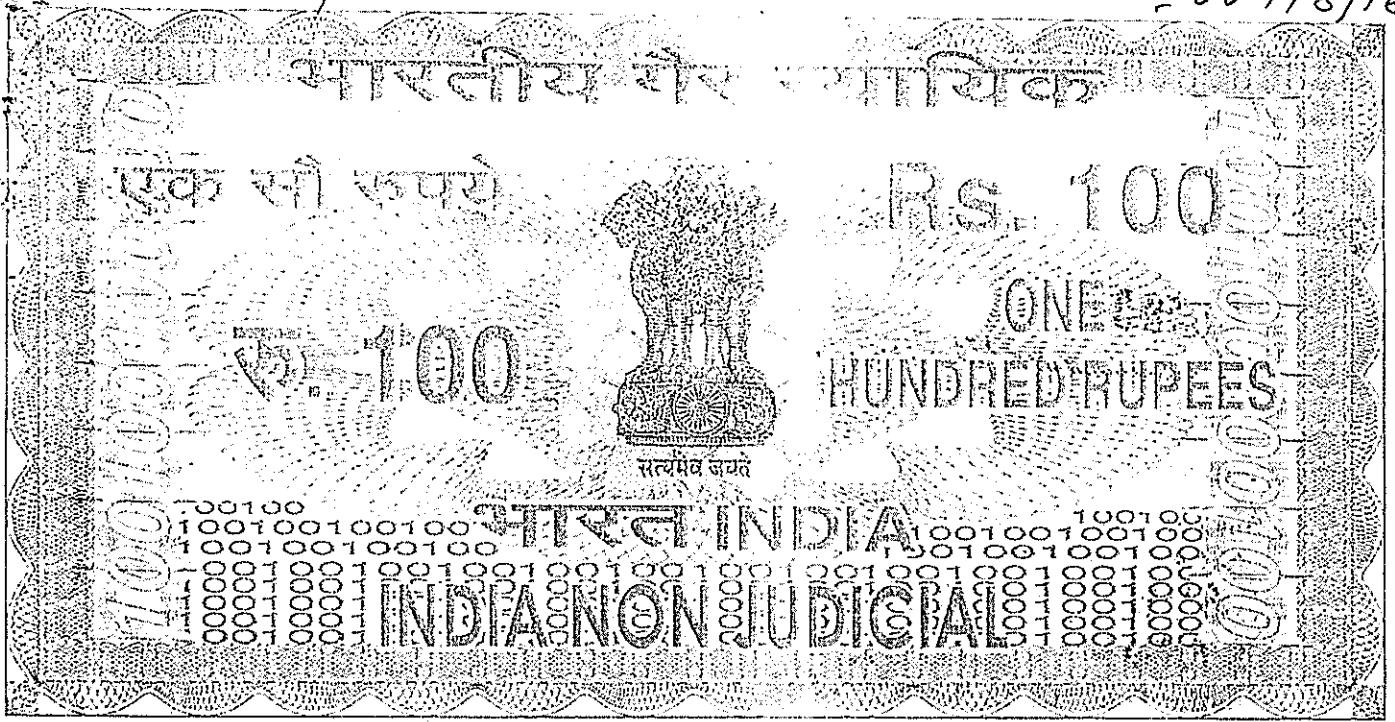


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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the past of this document.

UKS
District Sub-Register-III
Alipore, South 24-parganas

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made at Kolkata on this 16th day of February 2016

BETWEEN:

(1) UNIVERSAL ENTERPRISES LTD.[Income Tax PAN AAACU6089Q], a company within the meaning of the Companies Act 1956 having its registered office situated at 15, India Exchange Place, 3rd floor, Post office - Radha Bazar, Police station - Hare Street, Kolkata - 700 001, represented by its Director Mr. Gokul Chand Damani [Income Tax PAN ACVPD7390R], son of Late Rupchand Damani, residing at 28T/1, Ram Krishna Samadhi Road, Police Station - Kankuragachi, Post Office- Phoolbagan, Kolkata - 700 054 pursuant to a Board resolution dated 1/02/2016.

2-8 JAN 2016

45803

No. No. 1001 - date 28/1/16

Name: PS Group Realty Ltd

Address: 83 Topsoni Row (S)

Vendor: Alipur Collectorate, 24 Pgs. (S) No - 700046

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kd - 27

Handwritten signature and scribbles over the stamp vendor information.



Stamp: CASE 2 - IMPATIENTS
INSPECTED SITE

Handwritten initials: A.B.S.

PS GROUP REALTY LTD

Handwritten signature of the Director.

Director

NET-611



For UNIVERSAL ENTERPRISES LTD

Handwritten signature of the Director.

Director

Handwritten signature: GOKUL CHAND DATTARAY

For UNIVERSAL AUTOCRAFTS PVT. LTD.

Handwritten signature of the Authorized Signatory.

Authorized Signatory

NET-612



District Sub-Registrar-III
Alipore, South 24 Parganas
16 FEB 2016

Prakash Kumar Mohanta
is constituted attorney of Pratibha Khaitan self
omakarta of Prakash Kumar Mohita (HUF)

Jayanti Pandey -
S/O Gour Hari Pandey -
83 Topsoni Row (S),
No - 700046, Seruni

(2) UNIVERSAL AUTOCRAFTS PRIVATE LIMITED. [Income Tax PAN AAACU6272B], a company within the meaning of the Companies Act 1956 having its registered office situated at 4, India Exchange Place, 6th floor, Postoffice - Radha Bazar, Police station - Hare Street Kolkata - 700 001, represented by its Authorised Signatory Mr. Gokul Chand Damani [Income Tax PAN ACVPD7390R], son of Late Rupchand Damani, residing at 28T/1, Ram Krishna Samadhi Road, Police Station - Kankuragachi, Post Office- Phoolbagan, Kolkata - 700 054, pursuant to a Board resolution dated 1/02/2016.

(3) PRATIBHA KHAITAN [Income Tax PAN AFNPK7949A], wife of Sri Sakate Khaitan, represented by her constituted attorney Mr. Prakash Kumar Mohta, residing at 7, Ronaldshay Road, Post office - Alipore, Police Station - Alipore, Kolkata - 700027,

(4) PRAKASH KUMAR MOHTA (HUF) [Income Tax PAN AADHP6057K] represented by its Karta Mr. Prakash Kumar Mohta, residing at 7, Ronaldshay Road, Post office- Alipore, Police Station - Alipore, Kolkata - 700027,

(hereinafter collectively referred to as the "Owners No.1", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include each of their respective heirs, executors, successors, administrators and assigns, as the case may be) of the FIRST PART;

AND

PRAKASH KUMAR MOHTA [Income Tax PAN AGUPM2260N], son of late Shriratan Mohta, residing at Shreegunjan, 7-Ronaldshay Road, Post office- Alipore, Police Station - Alipore, Kolkata 700 027,

(hereinafter referred to as the "Owner No.2", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors, administrators and assigns, as the case may be) of the SECOND PART;

AND

PS GROUP REALTY LIMITED [Income Tax PAN AABCP5390E], a company incorporated under the Companies Act, 1956 and having its registered office at 83, Topsia Road (South), Post office - Gobindo Khatick, Police Station - Topsia, Kolkata 700 046 (hereinafter referred to as "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, office in interest administrators and permitted assigns) acting through its Director Mr. Surendra Kumar Dugar [Income Tax PAN AABCP5390E], son of Late J M Dugar working for gain at 83, Topsia Road (South), Post office - Gobindo Khatick, Police Station - Topsia, Kolkata - 700 046 duly authorized vide its board resolution dated 21st September 2015, of the THIRD PART.

The 'Owners No.1 and Owner No.2 are herein collectively referred to as the Owners.

The Owners and the 'Developer' are hereinafter individually referred to as "Party" and jointly as "Parties".



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

WHEREAS:

- A. The Owners No.1 are the absolute owners of ALL THAT the Municipal Premises No. 9A New Tangra Road, Kolkata 700 046 admeasuring 25 Cottah 3 Chittack 25 sq. ft (more or less) P.S.Tangra comprised in Dihi Panchannagram, Holding No.45, Division 4 Sub Divison L together with all buildings and structures standing thereon (hereinafter referred to as the FIRST PLOT OF LAND and morefully and particularly described in Part-I of the Schedule 1).
- B. The Owner No. 2 is the absolute owner of ALL THAT the piece and parcel of land measuring 4 Cottahs more or less situate lying at and being Premises No. 2A, Miajan Lane, Kolkata 700 046 within P.S. Tangra Dihi Panchanangram, Division-4, Sub-Dvision-Holding 53 within Ward No.58 of the Kolkata Municipal Corporation,, District South 24-Parganas (hereinafter referred to as the SECOND PLOT OF LAND and morefully and particularly described in Part-II of the Schedule 1).
- C. The Owners No.1 and Owner No.2 shall cause the First Plot and the Second Plot of Land to be amalgamated (into a single premises to form the Project Land hereinafter referred to as the "Project Land").
- D. The Parties have agreed that a residential building/buildings("Project") would be constructed and set up on the Project Land, at the cost and expenses of the Developer.
- E. The Developer has represented and assured the Owners that (i) it has the requisite and necessary experience and professional expertise in development of residential group housing projects as that of the Project; (ii) it is managed by persons having vast experience in the real estate development sector; and (ii) it is financially sound and has the necessary financial capacity and capabilities for undertaking and completing the development and construction of the Project on the Project Land;
- F. The Parties now have agreed to enter into a development agreement and based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and completion of the Project and based on the representations of the Owners regarding title, the Owners have agreed to grant Development Rights (*as defined hereinafter*) to the Developer, by and under this Agreement and the Developer has consented to the same; and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the Land and the Project by the Developer.

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:



District Sub-Registrar-III
Alipore, South 24 Parganas


16 FEB 2016

1. DEFINITIONS AND INTERPRETATION

1.1 Definition

- (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 specific power of attorney;
- (c) "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;
- (d) "Approvals" shall mean and include any approvals, authorizations, 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 Building Plan (*as defined hereinafter*) construction, development, , management, operation, implementation and completion of the Project, including any completion certificate and any occupation certificates.;
- (e) "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;
- (f) "Association" shall mean the association of the owners of the Units to be formed as deemed fit and proper by the Developer;
- (g) "Building(s)" shall mean building(s) forming part of the Project to be constructed on the Project Land by the Developer including car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Common Areas;
- (h) "Building Plan" shall mean the sanctioned building plans and shall include all amendments and/or modifications thereon as may be made from time to time and approved by the authorities concerned;
- (i) "Common Areas" shall mean the areas, facilities and amenities in the Building(s) and/or the Project Land earmarked for common use and enjoyment of the owners/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, store room, caretaker room,




District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

community hall, electric/ generator/transformer/meter or other equipment room, common toilets, other spaces, overhead tank, association room, ultimate roofs, ultimate roof water tanks/reservoirs, pumps, motors, tube wells, pipes, plumbing, water tank, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be;

- (j) "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 including sewage, water and electricity connections;
- (k) "Completion Period" shall have the meaning as specified in Clause 7.2 herein;
- (l) "Control" shall mean the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. In any event, and without limitation of the previous sentence, for purposes of this Agreement any Person owning 51% or more of the voting securities of another Person shall be deemed to control that Person. The terms "controlled by," "under common control with" and "controlling" shall have correlative meanings;
- (m) "Development Rights" shall refer to the right, power, entitlement, authority, sanction and permission to:
 - (i) enter upon and take permissive possession of the Project Land 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) to demolish the existing structures on the Project Land in accordance with;
 - (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) to 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 Project Land as may be required by any Approvals, layout plan, or order of any Governmental Authority;
 - (v) launch the Project and make booking, take advances and, or, make sale of all the Unit(s) and to exercise full, exclusive and irrevocable right and authority



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

for marketing, leasing, licensing or sale in respect of the built up area of the Project to be developed on the Land by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such Intending Purchasers, and on such marketing, leasing, licensing or sale, to receive Sale Proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the built up area on the Project Land;

- (vi) execute all necessary, legal and statutory writings, agreements and documentations including, the leasing, declarations affidavits for sanction of plan, licensing or sale of the Units as envisaged herein and appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the documents for sale, lease or transfer
- (vii) manage the Project and the Common Areas constructed upon the Project 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 or the Outside Agency 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 Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project;
- (ix) generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;
- (n) "Due Diligence" shall mean the exercise to be undertaken by the Developer based on the documents provided by the Owners and searching carried out in the relevant departments of the Government and/or courts for ascertaining the marketable title of the Owners in the Project Land
- (o) "Due Diligence Period" shall mean the 180 days period commencing from the Effective Date;
- (p) "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 and/or ownership of the Project;
- (q) "Force Majeure" means the incidence of war, hostility, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, riot, strikes or natural calamities like earthquakes, floods, fire, any acts of God, acts of terrorism, prohibitory order and/or directions issued by the Court of competent jurisdiction,



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

Municipal authority, Central or State Government or any other Local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the Parties and/or its agents or sub-contractors, or employees or labourers; or equivalent act of condition whatsoever beyond either Party's reasonable control;

- (r) "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;
- (s) "Intending Purchaser" shall mean all persons who acquire and own one or more complete Units in the Project;
- (t) "Net Sale Proceeds" shall mean the consideration amounts including earnest moneys and part payments, which would be received and realized on account of sale on ownership or otherwise disposal of the saleable spaces of the buildings but after retention of amount towards brokerage.
- (u) "Person" shall mean any individual, corporation, partnership, company, body corporate, joint venture, trust, association, unincorporated organisation or government, or any agency;
- (v) "Developer Power of Attorney" shall have the meaning as specified in Clause 2.5 & 3.3 herein;
- (w) "Project" shall mean the development and construction of residential building/buildings,;
- (x) "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;
- (y) "Project Land" shall have the meaning assigned to it in Recital C herein and shall include such other land or lands that are from time to time included in the Project by the Parties;
- (z) "Security Deposit" shall have the meaning as specified in Clause 4.1 herein; and
- (aa) "Unit" shall mean each unit of residency in the Building(s) to be exclusively owned, occupied and enjoyed independently by the Intending Purchasers together with the proportionate, undivided and impartible interest in the Project Land and subject to any changes agreed mutually by the Parties, shall contain such of the specifications, facilities, amenities and fittings as detailed in Schedule 2 hereof;



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

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;



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

- 1.2.11 any reference to "development and construction" shall mean and include planning, designing, construction, development, marketing, sale and transfer of the built up area in the Project on the Project 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 authorised 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 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Project 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 complete the Due Diligence within the Due Diligence Period and communicate in writing to the Owners notifying its willingness to go ahead with the Project ("Go Ahead Notice"). The Owners agree to handover to the Developer all



District Sub-Registrar-III
Alipore, South 24 Parganas

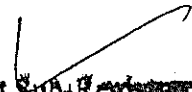
16 FEB 2016

relevant deeds, documents and papers within 60 (sixty) days from the Effective Date for ascertaining the title of the Owners. In case the Developer is not satisfied with the title of the Owners then the Developer shall have the option to terminate this Agreement and in that event the Owners shall refund the Security Deposit to the Developer. In case the Developer does not issue the Go Ahead Notice or the termination notice within the Due Diligence Period, it shall be deemed that the Developer is satisfied with the title of the Owners and in that event the Agreement shall continue. But the Owners shall remain responsible for any litigation related to their title to the Project Land and shall bear all costs associated in that respect and shall, be liable to the Developer to keep the Developer indemnified and harmless against any losses, claims, damages etc. the Developer may suffer in this regard.

2. GRANT OF DEVELOPMENT RIGHTS

- 2.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners permit the Developer and the Developer hereby accepts from the Owners, the permission of Development in respect of the Project Land. The Parties agree that hereafter Project shall be implemented/ constructed/ developed by the Developer as per the terms contained in this Agreement. Subject to the Developer being in strict compliance with all its obligations under this Agreement, the Owners hereby agree 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 (except the Approvals to be obtained by Owners) for development and construction of the Project. All Project Costs shall be payable by the Developer.
- 2.3 The Developer shall prepare, with the prior approval of the Owners, all applications, 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 (except the Approvals to be obtained by Owners) and all detailing, master planning, zoning, lay out, Building Plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer and all requisite Approvals for the same shall be obtained by the Developer. Any proposed change or amendment in all such plans etc. shall be done by intimation to the Owners.
- 2.4 The Owners further agrees that on and from the date all conditions precedent are satisfied as per Clause 5.2, the Owners shall hand over the vacant and peaceful permissive possession of the Project Land to the Developer for the purpose of development of the Project, and the Developer shall have the right to enter upon the Project 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




District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

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 The Owners agree and undertake to execute simultaneously herewith a special power of attorney ("Developer Power of Attorney") in favour of the Developer. The Power of Attorney executed by the Owners in favour of the Developer shall remain effective for this Agreement. The Developer shall be entitled to appoint one or more substitutes under the Developer 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 than all such appointments in favour of the Affiliate shall also automatically cease.

Provided that on termination of the Agreement anytime before completion of the Project, the Developer Power of Attorney shall stand automatically revoked without any further acts, deeds or things by the Owners.

3. REVENUE SHARING

- 3.1 In consideration of the mutual covenants herein contained the parties have agreed that the "Net Sale Proceeds" of the said saleable spaces at the building would be distributed and/or apportioned between the Developer and the Owner in the ratio/proportion ("Revenue Sharing Ratio") following :-

- (i) The Developer herein shall be entitled to be paid 53.5 % of the "Net Sale Proceeds" in respect of the saleable spaces;
- (ii) The Owners herein shall be entitled to be paid 46.5% of the "Net Sale Proceeds" in respect of the saleable spaces alongwith one car parking space with proportionate share of land.

In this regards, be it clarified herein that, the sale proceeds shall always mean and include the income of the Project by selling all salable area along with the car parking spaces, at actual and after deduction of expense on account of brokerage. In other words, sale proceeds shall not be including of any other income and/or expenses including but not limited to marketing cost of the Project, Brokerage and/or any additional deposits or charges, as be taken from the Intending Purchaser under any particulars and etc.

- 3.2 The Developer shall be exclusively entitled to and shall have exclusive right to transfer or dispose of the entirety of the salable area save and except one car parking space which is allotted to the owner and the entire sale proceeds thereof shall be distributed among the Owners and the Developers in the aforesaid ratio.
- 3.3 The Owners hereby confirm and undertake that, the Owners have already executed the Developer Power of Attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements and execute and present for registration Deed of Conveyance in respect of the units, on behalf of the



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

Owners. The Owners agrees and undertakes to execute simultaneously herewith a further general power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements and execute and present for registration Deed of Conveyance for undertaking to transfer undivided proportionate share in the Project Land comprised in the Units. The Power of Attorney executed by the Owners in favour of the Developer shall remain effective for the entire term of this Agreement so as to enable the Developer to transfer the Units on behalf of the Owners.

- 3.4 In case upon the sanction of the Building Plan for construction of the Buildings in phased manner any additional area and/or FAR becomes available in view of any amendment of any rules and regulations, in that event, the Developer shall obtain a sanction of the Building Plan at its cost and expenses for such additional area and in that event also the Developer shall be entitled to construct and sell the entire salable Units comprised in the additional FAR and the sale proceed shall be divided between the Parties hereto in agreed ratio as aforesaid. The entire Project Cost of such additional area shall also be borne by the Developer.
- 3.5 From the date of completion of Building/s, the Parties hereto shall pay and bear all rates, taxes, maintenance charges and outgoings in proportion to their respective revenue sharing ratio and shall also be responsible to pay and bear the service charges for the Common Areas in proportion to their respective revenue sharing ratio; the said charges to include premium for the insurance of the Building(s), water, fire and scavenging charges, taxes, light, sanitation, lift maintenance, operation, renewal, charges for bill collection, management of Common Areas, renovation, painting, replacement, repair, maintenance charges and expenses for the Building(s) and of all common wiring pipe electrical and mechanical equipment switch gear transformers, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts, gardens, parkways, salary of gardener, plumber, electrician, caretaker, security guards and other persons employed for maintenance and preservation of the Building(s) and Common Areas.


4. SECURITY DEPOSIT

- 4.1 In order to secure the performance of the Developer under the Agreement, the Developer shall pay an amount of Rs. 40,00,000/- (Rupees Forty lakhs Only) to the Owners as refundable interest free security deposit (the "Security Deposit") in the following manner:

- Rs 20 lacs on signing of this agreement which the Owners hereby acknowledge vide the Memo of Consideration annexed to this Agreement as Schedule 3.
- On obtaining Plan Sanction – Rs 20 lacs

Payment of the above to any one of the Owners shall be deemed to be payment to all the Owners and on such payment to any one of the Owners, the Developer shall stand discharged of its obligation to pay the Security Deposit.




District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

- 4.2 The Security Deposit shall be refunded by the Owners to the Developer without any interest on completion of the Project.
5. **PERMISSIVE POSSESSION OF PROJECT LAND**
- 5.1 Notwithstanding anything contrary contained elsewhere in this Agreement, for the purpose of this Agreement alone, the Owners hereby agree to grant to the Developer the right to occupy and use the Project Land as and by way of a licensee within 10 days from the date when last of the conditions precedent mentioned in Clause 5.2 stands fulfilled. The Developer hereby confirms and undertakes that such grant shall only act as a permissive possession of the Project Land which shall at no point of time entitle the Developer to claim any right, title and interest over the Project Land.
- 5.2 The Owners shall handover permissive possession of the Project Land to the Developer on the satisfaction of the conditions mentioned below:
- 5.2.1 The Owners have obtained permission from Government Authority to amalgamate the plots comprised in the Project Land; and
- 5.2.2 The Owners has completed mutation of the Project land in their names;
- 5.2.3 The Owners have obtained necessary clearance from the Government Authority under the Urban Land (Ceiling & Regulation) Act, 1976 for undertaking the Project on the Project Land;
- 5.2.4 The Owners have put up boundary wall around the Project Land at his costs and expenses.
- 5.2.5 The Developer has prepared the Building Plan and has obtained its sanction from the KMC; and
- 5.2.6 The Developer has obtained all Approvals for commencement of development and construction of the Project.
- 5.3 The Developer shall be liable and responsible to facilitate and render all assistance and co-operation to the Owners for completion by the Owners of all the conditions precedent mentioned in sub-clauses 5.2.1 to 5.2.3 above at the cost of the Owners. It is hereby clarified that the Developer alone shall be responsible for obtaining the above Approvals and all such Approvals to be obtained by the Owners as stated above shall be obtained by the Developer for and on behalf of and in the name of the Owners.
6. **MARKETING RIGHTS AND PROJECT SALES**
- 6.1 The Developer shall have the exclusive right and entitlement to market the Project, the Developer shall have the right to sell, transfer and otherwise dispose-off all Units and, or, spaces structures, car parking spaces and other facilities comprised in the



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

Project on such terms and conditions and at such price from time to time as may be decided by the Developer.

- 6.2 The Developer shall be entitled to receive consideration/ allotment money/ advance consideration etc. in its own names in respect of all saleable Units and give receipts thereof and hand over ownership, possession, use or occupation of any such Units and, or, spaces structures and other facilities in each Unit comprised in the Project.
- 6.3 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for sale/ lease/ license/ allotment for sale, booking of any Unit, flat, apartment or any other space/ area, to be developed or constructed over the Project Land; and to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, unit or any other space/ area, to be developed or constructed over the Project Land.

Provided that all such agreements and arrangements to be entered with the Intending Purchasers by the Developer, if contains any terms and conditions which may give rise to any claims based on unfair trade practices and/or unreasonableness, biased, unilateral etc and in case any such claim arises then the Developer shall keep the Owners fully indemnified and harmless against any such claims demands and losses.

- 6.4 The Parties shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 6.5 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Parties for sale etc. of their respective Shares shall be appropriated by the respective Parties save and except the following receipts morefully and particularly described in Schedule 3:
- 6.5.1 All payments made by the Intending Purchasers as reimbursement of service tax and other taxes applicable ;
- 6.5.2 All payments made by the Intending Purchasers towards payment of legal fees, stamp duties, registration charges, deposits and/or other sinking funds for maintenance etc. of the Project; and
- 6.5.3 All payments towards any facility in the Project for common enjoyment.
- 6.6 All the above receipts except receipts towards taxes, legal fees, stamp duties and registration charges, shall be paid by the Intending Purchasers directly to the Developer and all such payments shall be held by the Developer in its accounts for the purpose for which the same is received and shall be applied to achieve all such purposes and on completion of the Project and formation of the Association, the Developer shall transfer all such outstanding receipts to the Association the Developer shall keep the Owners indemnified and harmless at all times in this regard.



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

- 6.7 All payments towards taxes, legal fees, stamp duties and registration charges shall be paid by the Intending Purchasers to the Developer.
7. **COMPLETION OF THE PROJECT**
- 7.1 The Developer shall prepare the Building Plan in consultation with the Architect.
- 7.2 The Developer shall complete the Project within a period of 36(Thirty Six) months with a grace period of 6 (six) months from the date all requisite Approvals for commencement of construction and development of the Project are obtained by the Developer ("Completion Period"). Any extension after the aforementioned period shall be mutually decided between the Parties.
- 7.3 The Architect shall prepare a schedule of stages of development and construction 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. As and when requested by the Owners, the Developer shall provide to the Owners progress reports comprising of the status of the construction and development of the Project.
- 7.4 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-insatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- 7.5 Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, construct develop and complete the Project in accordance with 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 Owners and Developer subject to the approval of the appropriate authorities, if required and carry on the construction and development by using the best construction practices with regard to safety and environment and that the developer will be construed as the principal employer for all legal purposes.
- 7.6 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 and shall be responsible for any accident taking place while carrying out such works and agrees to indemnify and keep Owners indemnified from and against all costs charges claims actions suits and proceedings arising therefrom.



District Sub-Registrar-III
Alipore, South 24 Parganas

166 FEB 2016

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1 Each of the Parties hereby represents, warrants and undertakes to the other Party that:
- 8.2 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;
- 8.3 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;
- 8.4 This Agreement constitutes a legal, valid and binding obligation on the Party, enforceable against it in accordance with its terms; and
- 8.5 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.
- 8.6 The Developer hereby represents and warrants to the Owners as follows:
- 8.6.1 The Developer is a company duly organised and validly existing under the laws of India and is well compliant with the laws in India and is financially in good health and standing;
- 8.6.2 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;



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

- 8.6.3 The Developer has 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 Project Land and exercise of its rights hereunder;
- 8.6.4 The Developer has the requisite expertise and financial capacity to undertake, implement and complete the Project and has the necessary experience in developing a real estate project of the stature of the Project.
- 8.6.5 The Developer shall abide by and strictly adhere to the Building Plan and all the Applicable Laws while developing the Project.
- 8.7 The Owners hereby represent, warrant and covenant to the Developer as follows:
- 8.7.1 Ownership: The Owners No.1 and Owner No.2 are the sole, absolute and exclusive Owners of the First Plot of Land and Second Plot of Land respectively having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein. The Owners have made all payments to be made in terms of the sale deed/ documents under which the First Plot of Land and Second Plot of Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the First Plot of Land and Second Plot of Land as required under law;
- 8.7.2 Compliance with Applicable Laws: The Owners with respect to the First Plot of Land and Second Plot of Land are in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;
- 8.7.3 No litigation: There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lispendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

concerning or relating to or involving the Project 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 ownership of the Project Land vesting with the Owners, the contemplated transaction under this Agreement or on the development and construction of the Project;

- 8.7.4 No Encumbrance & Contiguous: The Project Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, 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 First Plot of Land and Second Plot of Land are contiguous land and there are no impediments with regard to the development and construction of the Project on the Project Land;
- 8.7.5 No Prior power of attorney: The Owners has not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Project Land or any part thereof for any purpose whatsoever;
- 8.7.6 No Outstanding taxes: There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with Project Land . However, if at any stage any demand/notice is received in this respect the same shall be borne/settled solely by the Owners;
- 8.7.7 No future impediment: The Owners agree and covenant 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 Project Land and/ or the constructed area or any part thereof;
- 8.7.8 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



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

- 8.8 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.
- 8.9 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.

9. **OTHER COVENANTS AND OBLIGATIONS**

- 9.1 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to create mortgage or charge or encumbrances over the Developer Share for the purposes of obtaining finance for development and construction of the Project or for any payment of fees/ charges or any other statutory or government levies for development/ construction on the Project Land or for any customer financing for the Intending Purchasers in the Project or for anything pertaining to development/construction of the Project. The Owners shall execute and register all documents/ agreements/ letters/ undertakings that may be required by the Developer for obtaining any such financing.

Provided that the Developer shall, however, be entitled to borrow money by mortgage of Unit comprised in Developer's share as above without in any manner making the Owners liable for such charge and it being expressly agreed and understood that in no event Owners nor any of their estate shall be responsible and/or be made liable for payment of any dues of such Bank or Banks/Financial Institutions and for that purpose Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 9.2 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Project Land, for the period prior to the date of sanction of the Building Plan or date of handing over of Project Land to the Developer by the Owners, whichever is earlier, shall be the liability of the Owners. All such taxes and duties pertaining to the Government Authority for the period subsequent to the above period up-to the Completion and sale of the entire Project Land shall be the sole liability of the Developer.
- 9.3 The Owners shall, at their 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 Project Land by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner. Further, the Owners agree and acknowledge that in the event the Developer incurs any reasonable costs, expenses, damages etc. to rectify or remedy the title of the Project Land, it shall be entitled to claim such incurred amounts from the Owners or anyone of them.



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

- 9.4 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.
- 9.5 Notwithstanding anything contained herein, during the subsistence of this Agreement and subject to the Developer is in strict compliance with all its obligations contained in this Agreement, the Owners shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Project Land or any rights or entitlements for Development in the Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Project Land (or any rights or entitlements, including any development rights in the Project Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Project Land (or any rights or entitlements, including any development rights in the Project Land);
- 9.6 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 Owners 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.
- 9.7 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.
- 9.8 The Developer shall at all times render all assistance and co-operation to the Owners as and when requested by the Owners for the purpose of obtaining by the Owners all the Approvals that the Owners is responsible to obtain under this Agreement.
10. **TERM & TERMINATION**
- 10.1 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.
- 10.2 Save as what has been provided elsewhere in this Agreement, in the event of any Party committing a breach of any of the terms and conditions of this Agreement ("Defaulting Party") and pursuant to a written notice from the other Party ("Non-Defaulting Party") for rectification/remedy of the default within a period of 60 (Sixty) days, and if the Defaulting Party fails to rectify such breach to the satisfaction



District Sub-Registrar III
Alipore, South 24 Parganas.
16 FEB 2018


of the Non-Defaulting Party, the Non-Defaulting Party shall be at liberty to terminate this Agreement.

10.3 On termination of the Agreement for any reason and by any Party, the Owners shall be at liberty to take over the Project itself or appoint any other developer and get the Project completed. The Owners shall cease to have any liability to the Developer save and except reimbursing the Developer all the costs of construction till then incurred by the Developer after adjusting therefrom all monies till then received by the Developer from the Intending Purchasers and in case the money received from the Intending Purchasers is more than the cost of construction incurred then the Developer shall forthwith refund such excess on demand by the Owners. Such costs of construction shall be determined by the Architect and the decision of the Architect shall be binding on the Parties. The reimbursement shall be made within 6 (six) months from the determination by the Architect and on such reimbursement the Developer shall be deemed to have handed over the Project to the Owners.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 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.
- 11.2 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.
- 11.3 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 Mr Pradeep Singhi or in his absence or in case he declines, by three arbitrators, one to be appointed by each of the Parties and the third arbitrator to be appointed by the two arbitrators so appointed 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.
- 11.4 The venue of arbitration shall be Kolkata only and the language of the arbitration proceedings shall be English.
- 11.5 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.
- 11.6 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.




District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

11.7 Any decision of the arbitral tribunal shall be final and binding on the disputing Parties.

12. 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):

(a) If to the Owners:

Address: 15, India Exchange Place, 3rd floor, Kolkata – 700001
Telephone No: 2230-0292 / 2230-5824
Fax No: 2230-0473
Attn: Mr Prakash Kumar Mohta
E-mail: pkm7748@gmail.com

(b) If to the Developer:

Address: 83, Topsia Road (South), Kolkata 700 046
Telephone No: 9831176210
Fax No: 22852339
Attn: Mr Surendra Dugar
E-mail: surendra@psgroup.in

13. MISCELLANEOUS

13.1 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:



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

16 FEB 2016

- (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.

13.2 Indemnity

- 13.2.1 Each Party shall indemnify, keep indemnified, defend and hold harmless the other Party and its directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty contained in this Agreement; (ii) any breach of or non-compliance with any covenant or any other term of this Agreement; and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect of Project Land.
- 13.2.2 The Owners, jointly and severally agree to indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to the right, title, Ownership and interest in, to or upon the Project Land.
- 13.2.3 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.



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District Sub-Registrar-III
Alipore, South 24 Parganas
16 FEB 2016

- 13.2.4 The Developer shall indemnify and keep the Owners and its assigns and agents saved, harmless and indemnified, of from and against any and all loss, damage or liability (whether criminal or civil or financial) suffered by the Owners in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer.
- 13.2.5 The Developer shall keep the Owners and its assigns and agents indemnified against any incident, accident or mishap whatsoever arising out of faulty design, construction or inferior material or workmanship or any other anomaly or defect or default which may occur during course of construction and against any loss or damage which may be caused to the Owners for any reason whatsoever.
- 13.2.6 The Developer shall keep the Owners and its assigns and agents indemnified against any claim or liability (inclusive of financial, statutory, contractual or otherwise) which may arise during course of construction or thereafter and against any loss or damage which may be caused to the Owners for any reason whatsoever.
- 13.2.7 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by Developer and Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.
- 13.2.8 Developer shall indemnify and shall always keep the Owners, its directors, officers, employees, assigns and agents indemnified and harmless against:
- i. all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project including the Common Areas appertaining thereto in all respect upto handing over possession of the Units to the Intending Buyers and the Owners shall at the cost of Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.
 - ii. any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials.
 - iii. all action or proceedings which may be brought or taken against the Owners in respect of damage to the adjoining building, land or neighbours in the performance of carrying out the work by the Developer under this Agreement.
 - iv. all acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the Kolkata Municipal Corporation and Development authority and in regard to meeting of its obligations as herein mentioned and



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.

- v. all borrowings made for the Project and mortgages and charges created over the Project Land.

13.3 Counterparts

This 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 Owners.

13.4 Variation

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

13.5 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.

13.6 Assignment and sub contract

Neither Party shall assign any rights and obligations contained herein to any person without prior written permission of the other Party.

Provided that the Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement, Project and/or built up area to any of its affiliate/ subsidiary company.

Provided that any assignment by the Developer to any of its Affiliates shall not absolve the Developer from any of its obligations and liabilities under this Agreement and the Developer shall continue to be so liable for the acts and obligations of the Affiliate.

Provided further that in the event such an Affiliate is likely to cease to be an Affiliate of the Developer, the Developer shall immediately prior to such cessation cause the transfer of the rights and obligations under this Agreement to itself or another Affiliate.

13.7 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.



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

13.8 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 to the other Party stating 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.

13.9 Severability

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.

13.10 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.

13.11 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.



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

13.12 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.

13.13 Conflict

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

13.14 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.

13.15 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.

13.16 Stamp Duty and Registration Cost

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



District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016

[Signature Page Follows]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as on the day and year first herein above written.

Witnessed by:

Name: Jayanta Paudyal

Address: 83 TSP Sami (New) S)
Kul-700046.

OWNERS

[Signature]

FOR: UNIVERSAL ENTERPRISES LTD.
Name: GOKUL CHAND DAMANI
Designation DIRECTOR

[Signature]

FOR :UNIVERSAL AUTOCRAFTS PRIVATE LIMITED.,
Name: GOKUL CHAND DAMANI
Designation AUTHORIZED SIGNATOR;

[Signature]

PRATIBHA KHAITAN

[Signature]

PRAKASH KUMAR MOHTA (HUF)
Represented by its Karta Prakash Kumar Mohta

[Signature]

PRAKASH KUMAR MOHTA
DEVELOPER

P S GROUP REALTY LTD

[Signature]

Director
For P S Group Realty Limited
Name: Surinder Dugar
Designation: Director



Witnessed by:

Name: *[Signature]*

Address: ACipma police Cant
Kot-27.

[Signature]
ACipma police Cant
Kot-27
W.B - 6/13/2011



District Sub-Registration-III
Alipore, South 24 Parganas.

16 FEB 2016

**SCHEDULE 1
(PART - I)
FIRST PLOT OF LAND**

ALL THAT piece and parcel of land containing by estimation an area of 25 cottahs 3 chittacks and 25 sq. ft. (more or less) together with all buildings and structures admeasuring 8100 sq. ft. (more or less) standing thereon. situate lying at and being Municipal Premises No.9A New Tangra Road, Kolkata 700 046 under P.S. Tangra, within the limits of Kolkata Municipal Corporation under Ward No.58 comprised in Dihi Panchannagram, Holding No.45, Division 4 Sub Divison L and butted and bounded in the manner following:-

ON THE NORTH: By Premises No.12 New Tangra Road
ON THE SOUTH: By New Tangra Road and Premises 2A Miajan Lane
ON THE EAST: By Premises No.2A and 2B Miajan Lane
ON THE WEST: By Premises No. 9B New Tangra Road

**(PART-II)
SECOND PLOT OF LAND**

ALL THAT the piece and parcel of land measuring 4 Cottahs be the same a little more or less Together With structures thereon measuring 300 sq. ft. thereon situate lying at and being Premises No. 2A, Miajan Lane, Kolkata 700 004 within P.S. Tangra (previously Entally) Sub-Registry office Sealdah, Dihi Panchanagram, Division-4, Sub-Dvision-L, Holding 53 within Ward No.58 of the Kolkata Municipal Corporation, District South 24-Parganas and butted and bounded in the manner as follows:-

ON THE NORTH : By Premises No. 9A, Tangra Road;
ON THE SOUTH : By Miajan Lane
ON THE EAST : By Premises No. 2B, Miajan Lane
ON THE WEST : By Premises No.9A, New Tangra Road



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

11 6 FEB 2016

SCHEDULE 2
SPECIFICATIONS OF UNITS

1. Two nos. lift of Kone/Otis make.
2. Vitrified Tiles flooring in the dining, drawing room ,in rooms and other areas.
3. Fire fighting equipments, as per norms of WBFS.
4. Wooden flush/panel doors with wooden decorative main doors .
5. Lobby with decorative ceiling and tiles panelled lift facade.
6. Intercom facility in each flat.
7. Cable connection in all bedrooms and drawing room.
8. Putty treatment for all walls including the common area.
9. Power coated decorative aluminium windows matching with the elevation and should have inside out open.
10. Water proofing roof with roof tiles
11. Good quality tiles colour grazed decorative in bathrooms upto 7 ft. height.
12. Bathroom flooring of antiskid tiles.
13. Deep tube well.
14. Granite kitchen platform with stainless steel sink.
15. Jaguar fittings in all the bathrooms.
16. White colour Hind Wire / Parry / Cera sanitaryware.
17. Provision for TV, Telephone and A/C point in each room.
18. Hot and cold water line in all the bathrooms..
19. In the event any transformer is installed in the premises the Cost of the same shall be borne by the respective owners
20. Main Entrance, stair case block and other common passages will be either marble or 20mm thick Kota Stone.
21. Extra space inside the room by providing loft, rack, alcove, protected slab window if sanctioned by KMC
22. Outside paint of the building will be texture paint or weathercoat.



~~District Sub-Region-III~~
Alipore, South 24 Parganas

16 FEB 2016

**SCHEDULE 3
DEPOSITS/EXTRA CHARGES/TAXES**

Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.

Upgradation of fixtures and fittings: improved specifications of construction of the said complex over and above the Specifications described.

Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied.

Sinking Fund:

Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.

Diesel Generator Charges.

Formation of Association/Holding Organization

Legal Charges

Taxes: deposits towards Municipal rates and taxes, etc.

Stamp Duty, Registration Fees, Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owners' allocation by the Developers to the Owners shall be paid by the Owners.

Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual and (CESC cabling charges)



District Sub-Registrar-III
Alipore, South 24 Parganas
16 FEB 2016

SCHEDULE 4
MEMO OF CONSIDERATION

Received from the Developer a sum of Rs. 20,00,000/- (Rupees Twenty lakhs only) in the following manner:

Vide Cheque No 256202 dated 16/02/2016 of Rs 20,00,000/- drawn on Axis Bank Ltd., Corporate Banking Branch, Kolkata in favour of Prakash Kumar Mohta

TOTAL

Rs. 20,00,000/-
=====

Witness:

1. Jayanti Panchi-
83 Topsan Road (S)
Kat. 700046.

2. P. S. Ali.
Deputy Police Const.
Kat-27

Prakash Kumar Mohta
(PRAKASH KUMAR MOHTA)





District Sub-Registrar-III
Alipore, South 24 Parganas

16 FEB 2016












Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name SURENDRA KUMAR DUGAR

Signature Surendra Kumar Dugar












Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name LOKESH CHAND DAMANI

Signature Lokesh Chand Damani












Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Lokesh Chand Damani



District Sub-Registrar-III
Alipore, South 24 Parganas
16 FEB 2016

42

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

Name

Signature

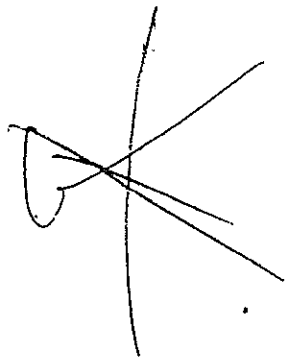
		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

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PHOTO	left hand					
	right hand					

Name





Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	16031000055518/2016	Query Date	10/02/2016 3:09:36 PM
Office where deed will be registered	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Bapi Das		
Address	Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Advocate		
Other Details	Mobile No. : 9836980696		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 20,00,000/-]		
Set Forth value	Rs. 4/-	Total Market Value:	Rs. 5,75,49,925/-
Stampduty Payable	Rs. 75,021/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 22,042/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any Information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: New Tangra Road, , Premises No. 9A, Ward No: 58		25 Katha 3 Chatak 25 Sq Ft	1/-	4,42,34,726/-	Proposed Use: Bastu, Property is on Road
L2	District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Miajan Lane, , Premises No. 2A, Ward No: 58		4 Katha	1/-	70,15,199/-	Proposed Use: Bastu, Property is on Road
Total			48.21666675 Dec	2/-	5,12,49,925/-	
Structure Details						
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details	
	Gr. Floor	8100 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete	
S1	On Land L1	8100 Sq Ft.	1/-	60,75,000/-	Structure Type: Structure	
	Gr. Floor	300 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete	
S2	On Land L2	300 Sq Ft.	1/-	2,25,000/-	Structure Type: Structure	
Land Lord Details						
Sl No.	Name & Address (Organization)	Status	Execution And Admission Details		Other Details	
1	Universal Enterprise Ltd 15, India Exchange Place, P.O:- Radha Bazar, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Organization	Executed by: Representative,		PAN No. AAACU6089Q,	
2	Universal Autocrafts Private Limited 4, India Nexchange Place, Flat No: 6th Floor, P.O:- Radha Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Organization	Executed by: Representative,		PAN No. AAACU6272B,	



Land Lord Details				
SI No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
3	Pratibha Khaitan Wife of Shri Sakate Khaitan 7 Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027.	Individual	Executed by: Attorney,	Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AFNPK7949A,
4	Prakash Kumar Mohta HUF 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Organization	Executed by: Representative,	PAN No. AADHP6057K,
5	Mr Prakash Kumar Mohta Son of Late Shiratan Mohta 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGUPM2260N,
Attorney Details				
SL No.	Attorney Name & Address	Other Details	Execution And Admission Details	Attorney of
1	Mr Prakash Kumar Mohta Son of Late Shiratan Mohta 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGUPM2260N		Pratibha Khaitan
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr Gokul Chand Damani 28T/1, Ram Krishna Samadhi Road, P.O:- Kankuragachi, P.S:- Phool Bagan, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700054	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACVPD7390R		Universal Enterprise Ltd (as director), Universal Autocrafts Private Limited (as authorised signatory)
2	Mr Prakash Kumar Mohta 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGUPM2260N		Prakash Kumar Mohta HUF (as karta)



Developer Details				
Sl No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	Ps Group Realty Limited 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Organization	Executed by: Representative,	PAN No. AABCP5390E,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr Surendra Kumar Dugar 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700046	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AABCP5390E		Ps Group Realty Limited (as director)
Identifier Details				
Identifier Name & Address		Other Details		Identifier of
Mr Jayanta Pandit Son of Mr Gourhari Pandit 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046		Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,		Mr Prakash Kumar Mohta, Mr Prakash Kumar Mohta, Mr Gokul Chand Damani, Mr Prakash Kumar Mohta, Mr Surendra Kumar Dugar
Transfer of Property from Land Lord To Developer				
Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	Universal Enterprise Ltd	Ps Group Realty Limited	8.32333 Dec	20
L1	Universal Autocrafts Private Limited	Ps Group Realty Limited	8.32333 Dec	20
L1	Pratibha Khaitan	Ps Group Realty Limited	8.32333 Dec	20
L1	Prakash Kumar Mohta HUF	Ps Group Realty Limited	8.32333 Dec	20
L1	Mr Prakash Kumar Mohta	Ps Group Realty Limited	8.32333 Dec	20



Transfer of Property from Land Lord To Developer				
Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
L2	Universal Enterprise Ltd	Ps Group Realty Limited	1.32 Dec	20
L2	Universal Autocrafts Private Limited	Ps Group Realty Limited	1.32 Dec	20
L2	Pratibha Khaitan	Ps Group Realty Limited	1.32 Dec	20
L2	Prakash Kumar Mohta HUF	Ps Group Realty Limited	1.32 Dec	20
L2	Mr Prakash Kumar Mohta	Ps Group Realty Limited	1.32 Dec	20
Transfer of Property from Land Lord To Developer				
Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
S1	Universal Enterprise Ltd	Ps Group Realty Limited	1620 Sq Ft	20
S1	Universal Autocrafts Private Limited	Ps Group Realty Limited	1620 Sq Ft	20
S1	Pratibha Khaitan	Ps Group Realty Limited	1620 Sq Ft	20
S1	Prakash Kumar Mohta HUF	Ps Group Realty Limited	1620 Sq Ft	20
S1	Mr Prakash Kumar Mohta	Ps Group Realty Limited	1620 Sq Ft	20
Transfer of Property from Land Lord To Developer				
Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
S2	Universal Enterprise Ltd	Ps Group Realty Limited	60 Sq Ft	20
S2	Universal Autocrafts Private Limited	Ps Group Realty Limited	60 Sq Ft	20
S2	Pratibha Khaitan	Ps Group Realty Limited	60 Sq Ft	20
S2	Prakash Kumar Mohta HUF	Ps Group Realty Limited	60 Sq Ft	20
S2	Mr Prakash Kumar Mohta	Ps Group Realty Limited	60 Sq Ft	20

For information only



Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 25/03/2016.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

AG



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

GRN: 19-201516-003354898-1

GRN Date: 16/02/2016 14:35:23

BRN: IB16022016022670

Payment Mode: Online Payment

Bank: Indian Bank

BRN Date: 16/02/2016 14:44:23

DEPOSITOR'S DETAILS

Id No. : 16031000055518/3/2016
[Query No./Query Year]

Name : BAPI DAS

Contact No. :

Mobile No. : 91 9836980696

E-mail :

Address : ALIPORE POLICE COURT SOUTH 24 PARGANAS PIN-700027

Applicant Name : Mr Bapi Das

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale-Development Agreement or Construction agreement
Payment No 3

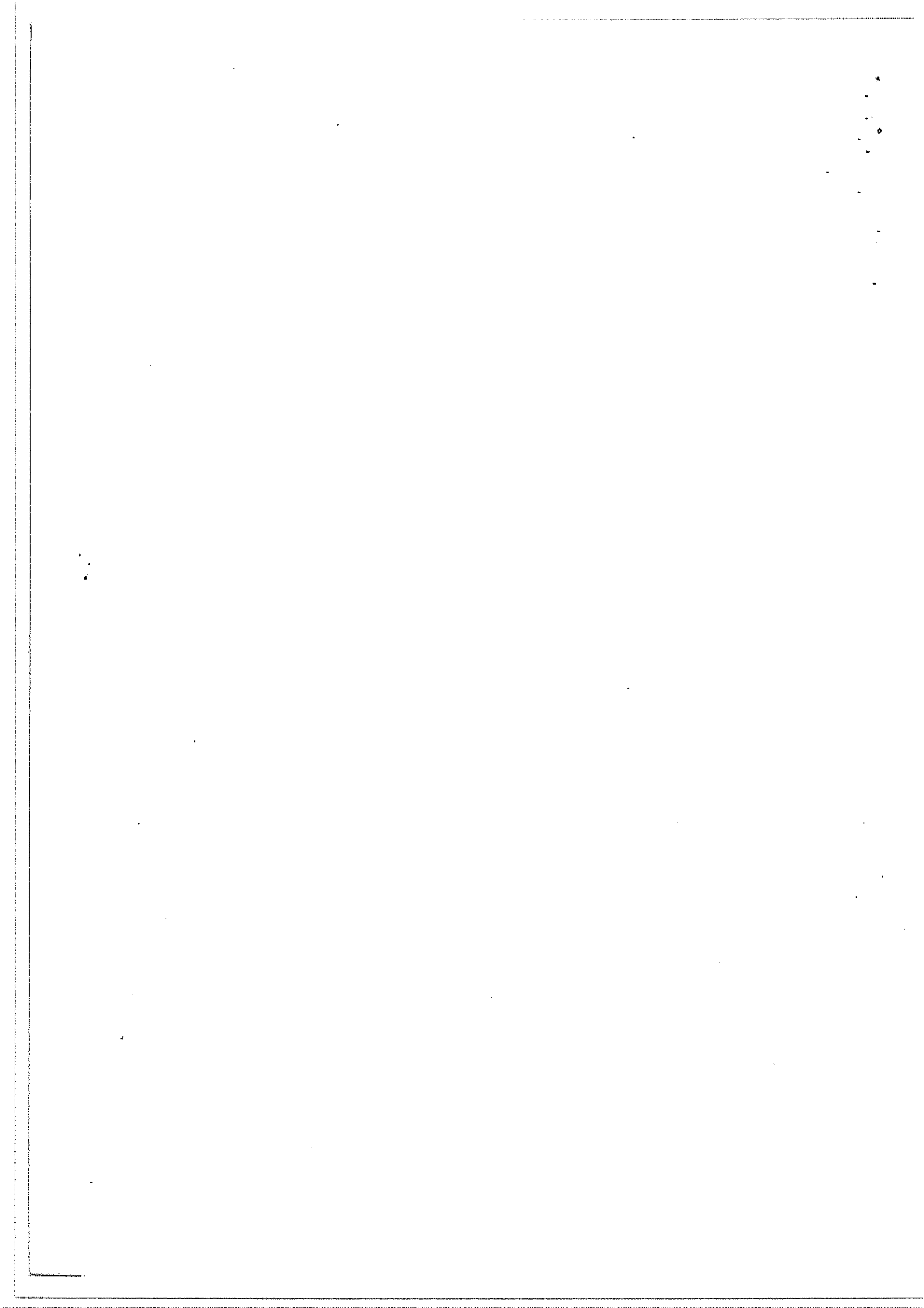
PAYMENT DETAILS

Sl No.	Identification No.	Head of AC Description	Head of AC	Amount (₹)
1	16031000055518/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	22042
2	16031000055518/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	75021

In Words : Rupees, Ninety Seven Thousand Sixty Three only

Total

97063



Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Surendra Kumar Dugar 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr Prakash Kumar Mohta Son of Late Shriratan Mohta 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGUPM2260N,; Status : Individual; Date of Execution : 16/02/2016; Date of Admission : 16/02/2016; Place of Admission of Execution : Pvt. Residence
2	Pratibha Khaitan Wife of Shri Sakate Khaitan 7 Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AFNPK7949A,; Status : Individual; Represented by her (1-2) constituted attorney as given below:-
1-2 (1)	Mr Prakash Kumar Mohta Son of Late Shriratan Mohta 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGUPM2260N,; Status : Attorney; Date of Execution : 16/02/2016; Date of Admission : 16/02/2016; Place of Admission of Execution : Pvt. Residence
3	Universal Enterprise Ltd 15, India Exchange Place, P.O:- Radha Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAACU6089Q,; Status : Organization
4	Universal Autocrafts Private Limited 4, India Nexchange Place, Flat No: 6th Floor, P.O:- Radha Bazar, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 PAN No. AAACU6272B,; Status : Organization; Represented by their (3-4) representative as given below:-



Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
3-4 (1)	Mr Gokul Chand Damani 28T/1, Ram Krishna Samadhi Road, P.O:- Kankuragachi, P.S:- Phool Bagan, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700054 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACVPD7390R,; Status : Representative; Date of Execution : 16/02/2016; Date of Admission : 16/02/2016; Place of Admission of Execution : Pvt. Residence
5	Prakash Kumar Mohta HUF 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 PAN No. AADHP6057K,; Status : Organization; Represented by representative as given below:-
5(1)	Mr Prakash Kumar Mohta 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGUPM2260N,; Status : Representative; Date of Execution : 16/02/2016; Date of Admission : 16/02/2016; Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Ps Group Realty Limited 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AABCP5390E.; Status : Organization; Represented by representative as given below:-
1(1)	Mr Surendra Kumar Dugar 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AABCP5390E.; Status : Representative; Date of Execution : 16/02/2016; Date of Admission : 16/02/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Jayanta Pandit Son of Mr Gourhari Pandit 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Prakash Kumar Mohta, Mr Prakash Kumar Mohta, Mr Gokul Chand Damani, Mr Prakash Kumar Mohta, Mr Surendra Kumar Dugar	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: New Tangra Road, , Premises No. 9A, Ward No: 58		25 Katha 3 Chatak 25 Sq Ft	1/-	4,42,34,726/-	Proposed Use: Bastu, Property is on Road
L2	District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Miajan Lane, , Premises No. 2A, Ward No: 58		4 Katha	1/-	70,15,199/-	Proposed Use: Bastu, Property is on Road



Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	8100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	8100 Sq Ft.	1/-	60,75,000/-	Structure Type: Structure
F0	Gr. Floor	300 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete
S2	On Land L2	300 Sq Ft.	1/-	2,25,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Universal Enterprise Ltd	Ps Group Realty Limited	8.32333	20
	Universal Autocrafts Private Limited	Ps Group Realty Limited	8.32333	20
	Pratibha Khaitan	Ps Group Realty Limited	8.32333	20
	Prakash Kumar Mohta HUF	Ps Group Realty Limited	8.32333	20
	Mr Prakash Kumar Mohta	Ps Group Realty Limited	8.32333	20
L2	Universal Enterprise Ltd	Ps Group Realty Limited	1.32	20
	Universal Autocrafts Private Limited	Ps Group Realty Limited	1.32	20
	Pratibha Khaitan	Ps Group Realty Limited	1.32	20
	Prakash Kumar Mohta HUF	Ps Group Realty Limited	1.32	20
	Mr Prakash Kumar Mohta	Ps Group Realty Limited	1.32	20

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Prakash Kumar Mohta	Ps Group Realty Limited	1620 Sq Ft	20
	Prakash Kumar Mohta HUF	Ps Group Realty Limited	1620 Sq Ft	20
	Pratibha Khaitan	Ps Group Realty Limited	1620 Sq Ft	20
	Universal Autocrafts Private Limited	Ps Group Realty Limited	1620 Sq Ft	20
	Universal Enterprise Ltd	Ps Group Realty Limited	1620 Sq Ft	20



Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S2	Mr Prakash Kumar Mohta	Ps Group Realty Limited	60 Sq Ft	20
	Prakash Kumar Mohta HUF	Ps Group Realty Limited	60 Sq Ft	20
	Pratibha Khaitan	Ps Group Realty Limited	60 Sq Ft	20
	Universal Autocrafts Private Limited	Ps Group Realty Limited	60 Sq Ft	20
	Universal Enterprise Ltd	Ps Group Realty Limited	60 Sq Ft	20

D. Applicant Details**Details of the applicant who has submitted the requisition form**

Applicant's Name	Bapi Das
Address	Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate

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

Endorsement For Deed Number : I - 160300778 / 2016

Query No/Year 16031000055518/2016 Serial no/Year 1603000898 / 2016
Deed No/Year I - 160300778 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Surendra Kumar Dugar Presented At Private Residence
Date of Execution 16-02-2016 Date of Presentation 16-02-2016

Remarks

On 10/02/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,75,49,925/-

U.K. Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 16/02/2016

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

Presented for registration at 16:30 hrs on : 16/02/2016, at the Private residence by Mr Surendra Kumar Dugar .

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

Execution is admitted on 16/02/2016 by

Mr Prakash Kumar Mohta, Son of Late Shiratan Mohta, 7, Ronaldshay Road, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Others

Indetified by Mr Jayanta Pandit, Son of Mr Gourhari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 16/02/2016 by

1. Mr Gokul Chand Damani director, Universal Enterprise Ltd, 15, India Exchange Place, P.O:- Radha Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr Gokul Chand Damani, Son of Late Rupchand Damani, 28T/1, Ram Krishna Samadhi Road, P.O: Kankuragachi, Thana: Phool Bagan, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700054, By caste Hindu, By profession Others

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2. Mr Gokul Chand Damani authorised signatory, Universal Autocrafts Private Limited, 4, India Nexchange Place, Flat No: 6th Floor, P.O:- Radha Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr Gokul Chand Damani, Son of Late Rupchand Damani, 28T/1, Ram Krishna Samadhi Road, P.O: Kankuragachi, Thana: Phool Bagan, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700054, By caste Hindu, By profession Others

Indetified by Mr Jayanta Pandit, Son of Mr Gourhari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 16/02/2016 by

Mr Prakash Kumar Mohta karta, Prakash Kumar Mohta HUF, 7, Ronaldshay Road, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Mr Prakash Kumar Mohta, Son of Late Shriratan Mohta, 7, Ronaldshay Road, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Others

Indetified by Mr Jayanta Pandit, Son of Mr Gourhari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

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

Execution is admitted on 16/02/2016 by

Mr Surendra Kumar Dugar director, Ps Group Realty Limited, 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr Surendra Kumar Dugar, Son of Late J M Dugar, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By profession Others

Indetified by Mr Jayanta Pandit, Son of Mr Gourhari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

Executed by Attorney

Execution by

Mr Prakash Kumar Mohta, 7, Ronaldshay Road, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027 Mr Prakash Kumar Mohta, Son of Late Shriratan Mohta, 7, Ronaldshay Road, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Others

as the constituted attorney of

1. Pratibha Khaitan, 7 Ronaldshay Road, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027

Indetified by Mr Jayanta Pandit, Son of Mr Gourhari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

is admitted by him

UKB



(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 17/02/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,042/- (B = Rs 21,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 22,042/-

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

1. Rs. 22,042/- is paid, by online on 16/02/2016 2:44PM with Govt. Ref. No. 192015160033548981 on 16-02-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB16022016022670 on 16/02/2016, Head of Account 0030-03-104-001-16

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

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

1. Rs. 75,021/- is paid, by online on 16/02/2016 2:44PM with Govt. Ref. No. 192015160033548981 on 16-02-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB16022016022670 on 16/02/2016, Head of Account 0030-02-103-003-02

Payment of Stamp Duty

Description of Stamp

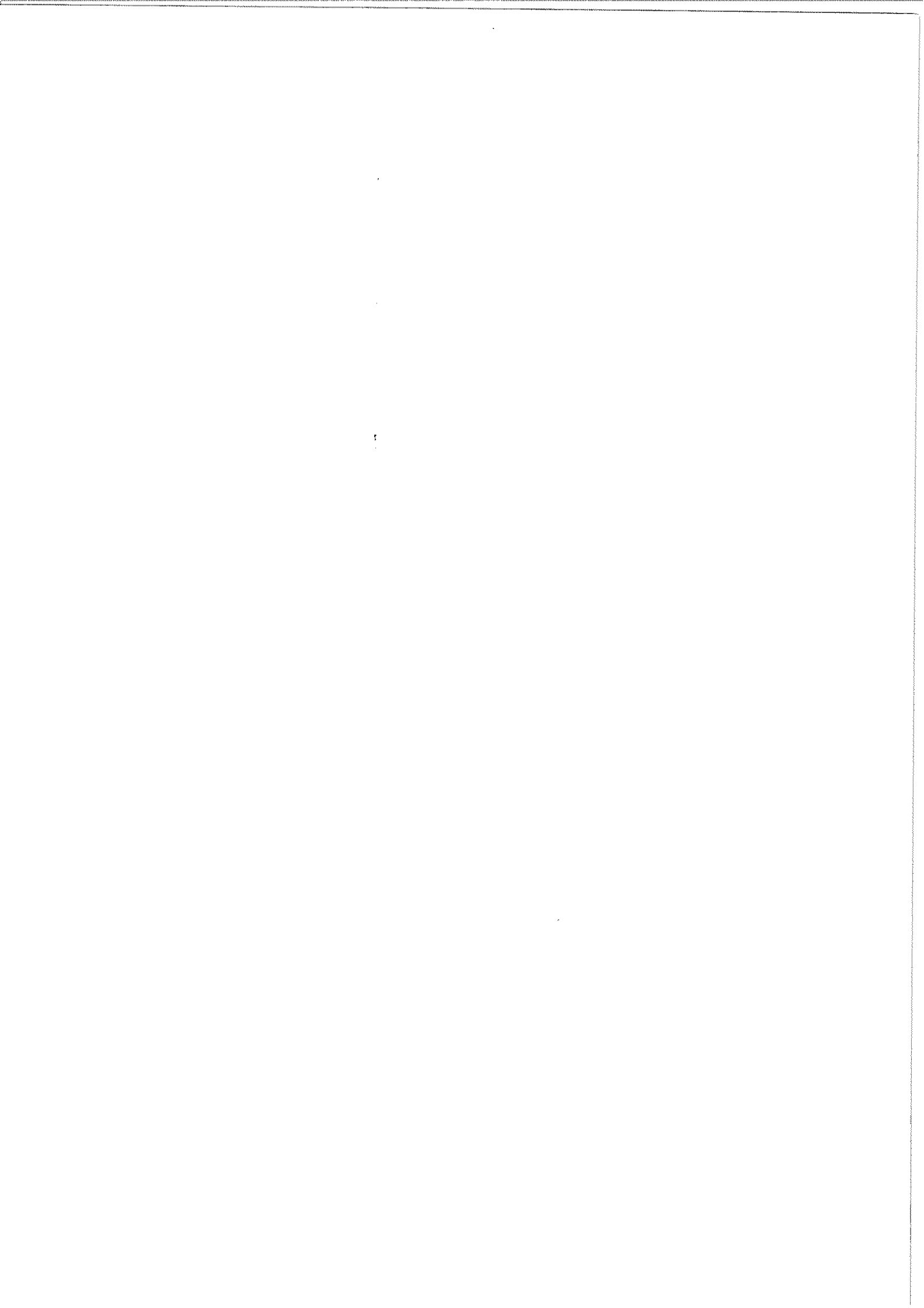
1. Rs 100/- is paid on Impressed type of Stamp, Serial no 460521, Purchased on 28/01/2016, Vendor named Subhankar Das.

UK Basu

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

100





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 25613 to 25665

being No 160300778 for the year 2016.



UK Basu

Digitally signed by UTPAL KUMAR BASU
Date: 2016.02.18 11:58:56 -08:00
Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 18/02/2016 11:58:55 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

PS GROUP REALTY PVT. LTD.

Ravi Kumar Dey

Director

(This document is digitally signed.)