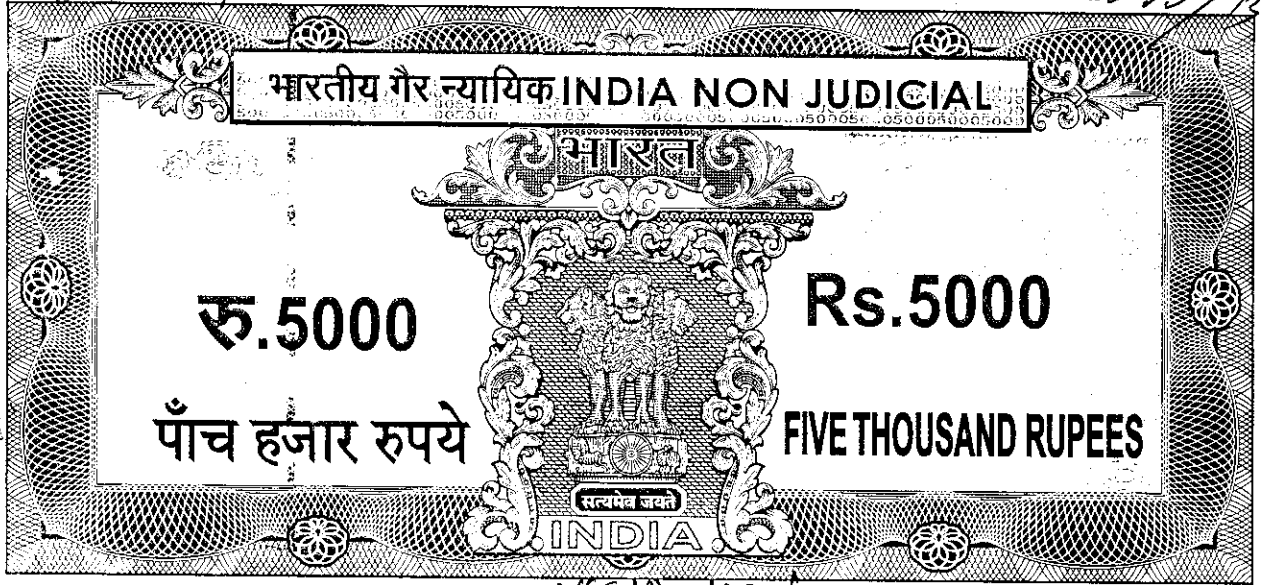


04355/13

X

S

04595/13



5/10/13

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

NCM-1170/13

A 833562

775/13
 104/27/13
 M.V. = 6,59,01,11



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar
 of Assurances - Kolkata
 10-5-13

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") made this 7th day of May Two thousand and Thirteen at Kolkata

BY AND AMONG:

CHIEH SHING TANNERY, a partnership firm having its office at 104/D, Matheswartala Road, Kolkata- 700 046 (P.A.N AACFC1226C), represented by its Partner Shri Wu Wei Yan hereinafter referred to as the FIRST PARTY (which term or expression shall unless excluded by or repugnant

Wuweiyan

250
 150
 100

12500 03 MAY 2013
DL No. DATE

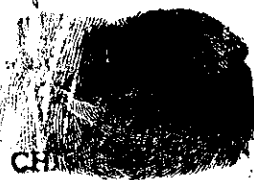
NAME

ADD

AMT


Kdci tan a Co

5000 Five thousand only 1B, Old Post Office Street, Kolkata-1

Wu Wei Yan

2360
CHIHSHUNG TANNERY

Wu Wei Yan
Partner
CHIHSHUNG TANNERY
(WU WEI YAN)
Partner

Chosh
MOUSUM GHOSH
LICENSED SIGN VENDOR
KOLKATA REGISTRATION OFFICE


2361
J. C. OVERSEAS LTD.
[Signature]
Director

ANKIT JUNEJA

Identified by me:-
Saroj Agarwal Das
Advocate
High Court, Calcutta



REGISTRAR
COMPANIES-I, KOLKATA
- 7 MAY 2013

to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the ONE PART;



AND

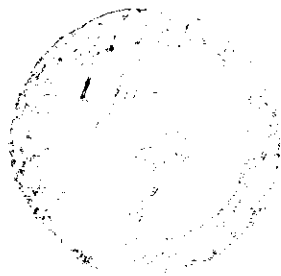
J.C. OVERSEAS LIMITED, a Company within the meaning of the Companies Act 1956 having its registered office situated at No.27 Elliot Road, P.S- Park Street, Kolkata 700 016 (P.A.N AAACJ9689F) represented by its director Shri Ankit Juneja son of Sri Ramesh Kumar Juneja residing at 13 Raja Santosh Road, Kolkata – 700027, Alipore hereinafter referred to as the **SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the OTHER PART.

“Parties” shall mean jointly the First Party and the Second Party and “Party” means each of the First Party and the Second Party individually.

WHEREAS:

- A. The First Party was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing by estimation an area of 13 Cottahs 12 Chittacks and 28 sq.ft. together with the buildings and structure standing thereon situate lying at and being municipal premises No. 104D, Matheswartalla Road, Kolkata-700046 more fully and particularly mentioned and described in **PART I** of the **Schedule A** hereunder written (hereinafter for the sake of brevity referred to as the “**Part I Property**”).
- B. The Second Party was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing by estimation an area of 1 Bigha 0 Cottahs 5 Chittacks and 27 sq.ft. together with buildings and structures standing thereon situate lying at and being municipal premises No. 104D/2, Matheswartalla Road, Kolkata-700046 more fully and particularly mentioned and described in **PART II** of the **Schedule A** hereunder written (hereinafter for the sake of brevity referred to as the “**Part II Property**”).

  2 | 31



REGISTRAR
COMPANIES, KOLKATA
- 7 MAY 2013

- C. By a Deed of Exchange dated 1 October 2012 and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No I, CD Volume No 19, Page No 6660 to 6680 Being no 09247 for the year 2012, the Parties exchanged 10% of their right, title and interest over their respective properties. The First Party granted, conveyed and transferred undivided 10% share in the Part I Property unto and in favour of the Second Party. The Second Party in exchange granted, conveyed and transferred undivided 10% share in the Part II Property unto and in favour of the First Party.
- D. In the above circumstances the Parties are now the joint owners of Part I Property and Part II Property.
- E. The Part I Property and Part II Property being contiguous to each other were later amalgamated and renumbered as Premises no 104D/2, Maheswartala Road, Kolkata-700046 containing by measurement an area of 1 Bigha 14 Cottahs 2 Chittacks 10 square feet (2284.537 sq mt) more fully and particularly mentioned and described in the **Part III of Schedule A** hereunder written and hereinafter for the sake of brevity referred to as the **LAND**).
- F. The Parties hereto have agreed to enter into this Agreement for the purpose of undertaking development of the Land and to commercially develop the same and the Parties have agreed to contribute their skill and knowledge for commercial exploitation and/or development.
- G. The Parties negotiated among themselves about the mode and manner of the development of the Land and their inter se rights and obligations and thereafter the Parties decided to enter into this Agreement recording the following terms and conditions which will govern the development of the Land.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE 1

1.1 DEFINITIONS:


Unless in these presents (including the Recitals) there is something in the subject or context inconsistent therewith:





FEDERAL REGISTRAR
KOLKATA
- 7 MAY 2013



- 1.1.1 "Architect" shall mean SANON SEN & ASSOCIATES (P) LTD having its office at 5 Russell Street Kolkata 700071.
- 1.1.2 "Building" shall mean building(s) other constructions, Common Areas and other facilities to be constructed at the Land in accordance with the Building Plan;
- 1.1.3 "Building Plan" shall mean Plan to be sanctioned for construction of the Building duly approved and sanctioned by KMC and shall include any amendments thereto or modifications thereof made or caused by the Second Party with the consent of the First Party except minor amendments / modifications;
- 1.1.4 "Commencement Date" shall have the meaning assigned to it in Clause 2.1 ;
- 1.1.5 "Common Areas" shall include the lift, corridors, hallways, stairways, landings, lobbies, entrance, gates, water reservoirs, tube wells, pump room, passageways, driveways, gardens, parkways, transformer space, electrical meter room, maintenance office, common toilet, community hall (if provided by the Second Party) and generator room, and other spaces and areas whatsoever required for the ownership, occupation, enjoyment, provision, maintenance and / or management of the Building and/or common services or any of them as the case may be but does not include car parking spaces, both covered and open and the roof.
- 1.1.6 "Completion Certificate" shall mean the certificate granted by KMC under Rule 28 of Kolkata Municipal Corporation Building Rules, 2009.
- 1.1.7 "Completion Period" shall have the meaning assigned to it in Clause 4.5 ;
- 1.1.8 "Date of Completion" shall mean the date of Completion Certificate;
- 1.1.9 "Extended Completion Period" shall mean a total period of 6.months commencing on and from the date of expiry of the Completion Period;
- 1.1.10 "Financial Year" shall mean each 12 months period commencing on 1 April of a calendar year and ending on 31 March of the immediately succeeding calendar year;
- 1.1.11 "First Party" shall mean Chieh Shing Tannery and include its successor and/or successors in office/interest and permitted assigns;
- 1.1.12 "First Party Allocation" shall mean 22.21% of the Sale Proceeds;
- 1.1.13 "Force Majeure Events" shall have the meaning assigned to it in Article 18;
- 1.1.14 "KMC" shall mean Kolkata Municipal Corporation, a government authority, having its office at 5, S.N. Banerjee Road, Kolkata-700 001;





ADDITIONAL REGISTRAR
COMPANIES-I, KOLKATA
- 7 MAY 2013

- 1.1.15 "Purchaser" shall mean a person and/or his nominee to whom any Unit in the Building has been agreed to be transferred or will be transferred.
- 1.1.16 "Part I Property" shall mean ALL THAT the piece and parcel of land containing by estimation an area of 13 Cottahs 12 Chittacks and 28 sq.ft. together with buildings and structures standing thereon situate lying at and being municipal premises No. 104D, Matheswartalla Road, Kolkata-700046 more fully and particularly mentioned and described in PART I of the Schedule A hereunder written;
- 1.1.17 "Part II Property" shall mean ALL THAT the piece and parcel of land containing by estimation an area of 1 Bigha 0 Cottahs 5 Chittacks and 27 sq.ft. together with buildings and structures standing thereon situate lying at and being municipal premises No.104/D/2, Matheswartalla Road, Kolkata-700046 more fully and particularly mentioned and described in PART II of the Schedule A hereunder written;
- 1.1.18 "Project" shall mean completion of the construction of the Building and right of Completion Certificate.
- 1.1.19 "Land" shall mean the piece and parcel of land containing by estimation an area of 1 Bigha 14 Cottahs 2 Chittacks and 10 sq.ft. together with the buildings and structure standing thereon situate lying at and being Municipal Premises No. 104D/2, Matheswartala Road, Kolkata-700046, morefully and particularly mentioned and described in **Schedule A** hereunder written and wherever the context so permits shall include the Building thereat.
- 1.1.20 "Marketing Agent" shall have the meaning assigned to it in Clause 14.1 ;
- 1.1.21 "Sale Proceeds" shall mean and include all amounts, considerations and receipts including premium, advances and deposits (forming part of the consideration), whether one time or periodical, as may be received and collected by the Second Party from (a) transfer of the Unit(s) and proportional undivided interest in the Land in the Project to Purchasers; (b) transfer of car park areas/ spaces/ roof; and (c) transfer of proportionate Common Areas and facilities
- 1.1.22 "Sanctions & Permissions" shall mean 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 the Building Plan construction, development, ownership, management, operation, implementation and completion and disposal of the Project, including any completion





ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

certificate and any occupation certificate and all other consents and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the development of the Building.

1.1.23 "Second Party" shall mean J.C. Overseas Limited and shall include its successor and/or successors in office/interest and permitted assigns;

1.1.24 "Second Party Allocation" shall mean 77.79% of the Sale Proceeds;

1.1.25 "Unit" shall mean the flat/s and/or other space/s and/or constructed area capable of being exclusively occupied and enjoyed independently together with right to use Common Areas in the Building proposed to be constructed by the Second Party.

1.1.26 The other words used in this Agreement shall have the same meaning as attributed to them in the common English Dictionary.

1.2. INTERPRETATIONS:

In this Agreement,

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

1.2.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

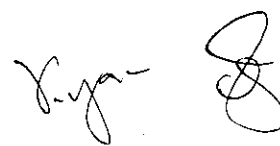
1.2.1.2 such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability there under 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 body corporate;

1.2.5 any reference to a document "in the agreed form" is to the form of the relevant document agreed between the Parties and for the purpose of identification initialed by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the Parties);


 6 | 31



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

- 1.2.6 the recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to Sections and schedules are to Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;
- 1.2.7 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.8 headings to Articles, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.9 "in writing" includes any communication made by letter or fax or e-mail;
- 1.2.10 unless otherwise specified, any reference to a time of day is to Indian Standard Time;
- 1.2.11 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;
- 1.2.12 references to a person [or to a word importing a person] shall be construed so as to include:
- 1.2.12.1 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);
- 1.2.12.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
- 1.2.12.3 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;
- 1.2.13 Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and

K. Nagar





ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
- 7 MAY 2013

1.2.14 This Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement;

ARTICLE 2

COMMENCEMENT DATE AND DURATION

- 2.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 7th day of May 2013 (hereinafter referred to as the "COMMENCEMENT DATE").
- 2.2 This Agreement shall remain in full force and effect until such time the construction and development of the Project is completed on the Land in all respects.

ARTICLE 3

PURPOSE AND OBJECTS OF THE AGREEMENT

- 3.1 The Parties hereto have combined and/or amalgamated the Part I Property and the Part II Property belonging to them respectively with the intent of completing the Project.

ARTICLE-4

SANCTION OF BUILDING PLAN AND CONSTRUCTION OF THE BUILDING

- 4.1 The Second Party shall cause a building plan to be prepared by the Architect to be submitted to KMC for its sanction.
- 4.2 After preparation of the building plan and 10 (ten) days before its submission to KMC for sanction, the Second Party shall forward a copy of such plan to the First Party for its approval and if any changes and/or modifications are suggested by the First Party which are reasonable, such changes shall be incorporated in the plan provided the same is permissible in law. In the event, the First Party does not suggest any changes and/or modification to the plan within a period of 10 (ten) days from the date of receiving the copy, the plan shall be deemed to have accepted by the First Party.
- 4.3 The Second Party shall apply for and obtain Sanctions & Permissions as may be necessary and/or required for the purpose of development of the Project and the First Party hereby





GENERAL REGISTRAR
CHANDERNAGORE, KOLKATA
- 7 MAY 2013

agrees and undertakes to sign and execute such applications and/or papers as may be necessary and/or required.

- 4.4 The Second Party shall construct the Building at its own cost and expenses.
- 4.5 The Second Party agrees to complete the Project within a period of 48 (forty eight) months from the date of Building Plan and/or getting the vacant and peaceful possession of the First Party's share in the Land by the First Party whichever is later, subject to Force Majeure Events and any other delays that cannot be made up and have lasting impacts on the completion owing to defaults of the First Party ("**Completion Period**"). In case the Project is not completed within the Completion Period, the Completion Period shall stand automatically extended for another 6 (six) months maximum on and from the date of expiry of the Completion Period ("**Extended Completion Period**");
- 4.6 The Second Party shall construct the Building in accordance with the Building Plan, subject to any amendment modification or variations therein, which may be made by the Second Party in consultation with the First Party but subject to the approval of the appropriate authorities.
- 4.7 The Building shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for the construction of the Building shall be final, binding and conclusive on the Parties.
- 4.8 The Second Party shall comply with the applicable laws, requirements and requisitions of KMC and other authorities relating to the construction of the Building and shall obtain necessary approval /approvals, consents and licenses from such authorities as and when required. It shall complete the development and construction of the Building strictly in accordance with the Building Plan and the terms and conditions hereof and conforming to the agreed specifications.
- 4.9 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 Second Party.
- 4.10 The Parties mutually agree and covenant that sale proceeds of any additional FAR granted by the authorities concerned for the Project anytime before or after Completion of the Project shall also be shared in of this Agreement. The cost of construction of such additional FAR shall be borne by the Parties in their proportionate shares. Similarly, all residual rights and benefits





REGIONAL REGISTRAR
KOLKATA
- 7 MAY 2013

not expressly covered herein as and when they arise shall also be shared by the Parties in proportion of their respective allocation as may be applicable.

- 4.11 The Second Party shall not employ any child labour for carrying out construction work at the Land.
- 4.12 The Second Party shall provide the amenities and fittings in the Building as detailed in **Schedule B** hereunder.
- 4.13 If any accident or mishap takes place during construction until completion of the Building(s) whether due to negligence of the workers/ laborers of the Second Party or otherwise for any reason whatsoever, the same shall be on account of the Second Party and the First Party shall be fully absolved of any liability or claims in connection therewith.

ARTICLE 5

PROJECT DECISIONS

- 5.1 The Second Party shall, in the best interest of the Project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following:
- 5.1.1 materials to be used for the Project;
 - 5.1.2 the Project management entity;
 - 5.1.3 advertising and promotion of the Project.

ARTICLE 6

TOTAL DEVELOPMENT COSTS

- 6.1 The Second Party shall exclusively bear and pay all costs, fees and expenses for construction and development of the Project, including but not limited to, the items listed below:
- 6.1.1 The cost of preparation and obtaining Building Plan in respect of the development of the Land (including fees of Architects, surveyors or consultants relating thereto) together with planning and building regulation fees, taxes and other charges payable to statutory authorities.





REGIONAL REGISTRAR
S. SENGUPTA, KOLKATA
- 7 MAY 2013

- 6.1.2 The cost of investigations, surveys and tests in respect of soil, drains structures and rights of light.
- 6.1.3 Subject to Clause 7.1, all municipal taxes and rates, water taxes or any other outgoings or impositions lawfully assessed in respect of the Land.
- 6.1.4 All costs of demolition of the existing structures on the Land. However the debris on the Part I Property shall exclusively belong to the First Party and Second Party shall have no right or interest whatsoever on the same.
- 6.1.5 All other sums expended or incurred by the Second Party in relation to carrying out the completion of the development of the Project on the Land.

ARTICLE 7

PAYMENT OF STATUTORY CHARGES AND TAXES

- 7.1 From the date of delivery of possession of the Second Party's undivided share in the Land to the Second Party, all rates, taxes and other outgoings of whatsoever nature including water and electricity charges in respect of the Land shall be borne and paid by the Second Party and the Second Party hereby agrees to keep the First Party indemnified from and against all actions suits proceedings demands costs expenses and charges whatsoever or howsoever in respect thereof.
- 7.2 The cost of electricity installations, connections and the cost of generator shall be paid by the Second Party for the entire development.

ARTICLE 8

UNEDRTAKINGS AND WARRANTIES OF THE FIRST PARTY

- 8.1 The First Party hereby undertakes and warrants that-
- 8.1.1 the First Party has clear, marketable, unfettered, absolute and unrestricted right, title and interest in the undivided 90% share in Part I Property and is the sole, absolute and exclusive owner thereof having peaceful, legal and physical possession and no other person except the Second Party has any right, title, interest, claim or concern of any nature therein;

  11 | 31



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

- 8.1.2 the First Party has clear, marketable, unfettered, absolute and unrestricted right, title and interest in the undivided 10% share in Part II Property and is the sole, absolute and exclusive owner thereof and no other person except the Second Party has any right, title, interest, claim or concern of any nature therein;
- 8.1.3 there are no litigations or disputes pending or threatened in respect of the First Party's undivided share in the Land nor there is any agreement/s for sale or alienation or any arrangement/s for development or otherwise in any manner whatsoever;
- 8.1.4 the First Party's undivided share in the Land is not the subject matter or subject to any attachment in any Court of Law or before any judicial or statutory authority, or is in the possession or custody of any Receiver, judicial or Revenue Court or any Officer thereof;
- 8.1.5 there are no easements, quasi-easement, restrictive covenants or other rights or servitudes in respect of First Party's undivided share in the Land;
- 8.1.6 the First Party's undivided share in the Part I Property is not subject to any notice of acquisition and/or requisition. There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 in the Part I Property. The First Party shall keep the Second Party indemnified if any loss is caused due to any action taken by any governmental authority for acquisition or purchase of the First Party's undivided share in Part I Property, or any interest in it, revocation of any development rights, withdrawal of permission to convert land use such that it affects the transaction contemplated herein;



[Handwritten signature] *[Handwritten signature]*
12 | 31

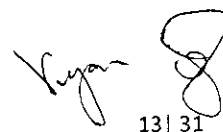


ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
27 MAY 2013

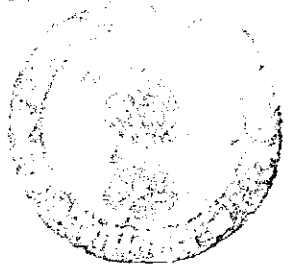
ARTICLE 9

REPRESENTATIONS AND WARRANTIES OF THE SECOND PARTY

- 9.1 The Second Party hereby represents and warrants as follows:
- 9.1.1 the Second Party has clear, marketable, unfettered, absolute and unrestricted right, title and interest in the undivided 90% share in Part II Property and is the sole, absolute and exclusive owner thereof having peaceful, legal and physical possession and no other person except the First Party has any right, title, interest, claim or concern of any nature therein;
 - 9.1.2 the Second Party has clear, marketable, unfettered, absolute and unrestricted right, title and interest in the undivided 10% share in Part I Property and is the sole, absolute and exclusive owner thereof and no other person except the First Party has any right, title, interest, claim or concern of any nature therein;
 - 9.1.3 there are no litigations or disputes pending or threatened in respect of the Second Party's undivided share in the Land nor there is any agreement/s for sale or alienation or any arrangement/s for development or otherwise in any manner whatsoever;
 - 9.1.4 the Second Party's undivided share in the Land is not the subject matter or subject to any attachment in any Court of Law or before any judicial or statutory authority, or is in the possession or custody of any Receiver, judicial or Revenue Court or any Officer thereof;
 - 9.1.5 there are no easements, quasi-easement, restrictive covenants or other rights or servitudes in respect of Second Party's undivided share in the Land;
 - 9.1.6 the Second Party's undivided share in the Part II Property is not subject to any notice of acquisition and/or requisition. There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 in the Part II Property. The Second Party shall keep the First Party indemnified if any loss is caused due to any action taken by any governmental authority for acquisition or purchase of Second Party's undivided share in the Part I Property, or any interest in it, revocation of any development rights, withdrawal of permission to convert land use such that it affects the transaction contemplated herein;
 - 9.1.7 the Second Party is legally competent to undertake development of the Land;


13 | 31

ADDITIONAL REGISTRAR
OF COMPANIES-1, KOLKATA
- 7 MAY 2013



9.1.8 the Second Party shall be entitled to construct/ develop the Project by utilizing the entire FAR that may be available for development on the Land; and

9.1.9 the Second Party shall not transfer or assign this Agreement without the written consent of the First Party;

ARTICLE 10

RIGHTS AND OBLIGATIONS OF THE FIRST PARTY

10.1 The First Party shall deliver possession of the First Party's undivided share in the Land to the Second Party preferably on or before 5 May 2013 and latest by 10 May 2013 and thereafter the Second Party shall take necessary steps to demolish the building and/or structures standing on the Land at its own cost and the First Party shall not raise any objection of any nature whatsoever for such demolition.

10.2 On execution of this Agreement, the First Party shall have the following rights and obligations:

10.3.1 the First Party shall have the full liberty to enter the Land at any time and inspect and/or cause to be inspected the material and/or the construction thereat;

10.3.2 the Second Party shall furnish the certificate of the Architect as to the quality of material and construction being carried out in terms of this Agreement to the First Party as and when required by the First Party;

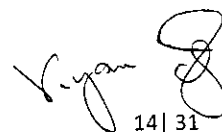
10.3.3 the First Party shall sign affirm and execute all such papers, affidavits, declarations, plans and extend all co-operation as may be required by the Second Party for obtaining the necessary permissions, approval and sanctions for the construction of the Building from the concerned authorities.

10.3.4 the First Party hereby grants exclusive right to the Second Party to develop, construct and build upon the Land;

10.3.5 The First Party shall grant a power of attorney in favour of the Second Party and/or nominee/s as stated in Article 12 hereinafter.

10.3 The First Party further agrees:

10.3.1 not to cause any interference or hindrance in the construction of the Building;



14 | 31



ADDITIONAL REGISTRAR
INSURANCE, KOLKATA
- 7 MAY 2013

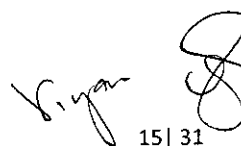
10.3.2 not to do any act, deed or thing whereby the Second Party and/or Marketing Agent is prevented from selling assigning or disposing of the Units in the Building; and

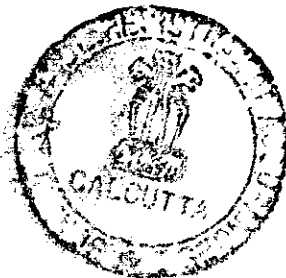
ARTICLE 11

RIGHTS AND OBLIGATIONS OF THE SECOND PARTY

On execution of this Agreement, the Second Party shall have the following rights and obligations:

- 11.1 it shall not initiate any proceedings/litigation against third parties in connection with the First Party's share in the Land or any part thereof in any Court or other legal authorities in exercise of the authority given to the Second Party under this Agreement without the written consent of the First Party;
- 11.2 it shall be responsible to arrange all necessary finances and/or funds and/or moneys and bear all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and the First Party shall not be liable or responsible at all;
- 11.3 it shall give all necessary or usual notices under any statute affecting the demolition and clearance of the Land to the First Party;
- 11.4 it shall remain responsible for due compliance of all statutory requirements, whether local, state or central and shall also remain exclusively responsible for demolition of existing structures and construction strictly in accordance with the Building Plan and shall keep the First Party saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising in this regard;
- 11.5 it shall remain responsible for any accident and/or mishap taking place while undertaking the construction and completion of the Building(s) in accordance with the Building Plan or any supplemental and /or modified plan which may be sanctioned by authorities concerned and shall keep the First Party saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising in this regard;
- 11.6 it shall provide adequate security at the Land and/or Building(s) and/or Unit(s) and shall bear all the costs and expenses for providing such security;
- 11.7 it shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Land or any part or portion thereof.


15 | 31



REGISTRAR
INSURANCE, KOLKATA
- 7 MAY 2013

- 11.8 it shall remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction and development of the Project strictly in accordance with the Building Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Second Party to be paid performed and observed;
- 11.9 it shall complete the Project in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity, telephone and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units;
- 11.10 it shall be responsible to cause adequate insurance of the Project against all risks at its own costs until the completion of the Project and in the event of any loss/accident only the Second Party shall be entitled for receiving the compensation/claim thereof from the said insurance policy and the amount so received shall be exclusively utilized for development/ construction of the said Project.

ARTICLE 12

EMPOWERMENT AND POWER OF ATTORNEY

- 12.1 The First Party shall execute and cooperate to register one or more General Powers of Attorney (GPA) which shall remain in force only till the existence of this Agreement, authorizing the Second Party or its nominee to do the following acts, deeds matters and things in connection with the Land;
- 12.1.1 to develop the Land, to obtain all permissions, consents, No Objection Certificate/s, sanctions, approvals as may be necessary for the development and/or construction on the Land and to execute all papers, applications, plans and to appear before the authorities concerned and to procure any such sanction, if required and to do all such things as may be necessary for the development of the Land;
- 12.1.2 to make and execute application/s for electricity, water, drainage, traffic permission, permission from Fire Department / Brigade, for elevators, tube well etc. as may be necessary for the development of the Land;
- 12.1.3 to enter into any agreement for sale in respect of the Units in the Building and to receive sale consideration thereof and to give receipts for the amounts so received;

 
16 | 31



ORIGINAL REGISTRAR
FINANCIAL SERVICES, KOLKATA
- 7 MAY 2013

12.1.4 to issue NOC for creation of mortgage by the Purchasers of the Units to secure the finance that may be sanctioned by the banks/financial institutions for purchase of such Units.

ARTICLE 13



SECURITY DEPOSIT

- 13.1 The Parties have agreed that the Second Party shall pay a sum of Rs 2,75,00,000/- (Rupees Two Crores Seventy Five Lacs only) to the First Party as a Security Deposit ("SECURITY DEPOSIT"). Out of the Security Deposit only Rs 2,00,00,000 (Rupees Two Crores) shall be a refundable deposit to be adjusted as per Clause 13.2 herein.
- 13.2 The entire amount of the Security Deposit shall be adjusted by deducting 15% of the First Party's Allocation receivable by the First Party from the Sale Proceeds Bank Account until the Security Deposit has been fully refunded to the Second Party.

ARTICLE 14

MARKETING AND SALE

- 14.1 The Second Party has appointed **N. K. Realtors**, a marketing agent situated at 9 Elgin Road, Kolkata 700020), ("**Marketing Agent**"), as the marketing agent for the Project.
- 14.2 The Sale Proceeds shall be received in the name of the Second Party and deposited in a separate bank account to be opened with South Indian Bank Limited ("**Sale Proceeds Bank Account**") who will be acting as an escrow agent. Suitable standing instructions shall be given to the bank for disbursement of all the proceeds deposited in the Sale Proceeds Bank Account to the First Party and the Second Party. The amounts to be disbursed to the Parties will be as stated in Clause 15.1 hereunder. The Parties shall enter into an escrow agreement with the bank to implement the escrow arrangement.
- 14.3 All Units in the Building shall be sold on the above basis until receipt of Completion Certificate.
- 14.4 In case all or some of the Units remain unsold even on the receipt of the Completion Certificate, the Parties shall be liable to pay their proportionate share of taxes, maintenance

 17 | 31 



REGIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

or other outgoings, impositions in respect of such unsold Units in proportion to their respective allocation.

- 14.5 The Second Party shall ensure that the advertising and marketing is carried out by the Marketing Agent in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 14.6 Subject to other terms and conditions mentioned herein the Marketing Agent shall be exclusively entitled to and shall have exclusive right to sell and/ or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as the Marketing Agent may deem fit and proper but in consultation with the Parties.
- 14.7 The Marketing Agent shall keep the Parties regularly informed about the sales and provide a detailed statement every month to the Parties.
- 14.8 The Parties agree that sale price of the Units shall be decided solely by the Marketing Agent from time to time depending upon the market conditions but in consultation with the Parties.

ARTICLE 15

SALE PROCEEDS



15.1 The Parties hereby agree that the Sale Proceed shall be received by the Second Party and deposited directly in the Sale Proceeds Bank Account. No other bank account shall be used for this purpose. Joint standing instructions shall be given to the Bank by the Parties to disburse the credit balance in the Sale Proceeds Bank Account at the end of every month, in the following manner:

15.1.1 The First Party Allocation shall be disbursed to the First Party after deducting the following:

- i. Proportionate cost of brokerage;
- ii. Proportionate Service Tax;
- iii. A sum calculated in accordance with Clause 13.2;

15.1.2 The balance amount shall be disbursed to the Second Party on account of Second Party's Allocation.

ARTICLE 16


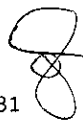
 
18 | 31



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

MUTUAL COVENANTS

- 16.1 As from the date of the Completion Certificate, the Parties shall also be responsible to pay and bear the service charges for the Common Areas in the Building in proportion to their respective allocations. The said charges shall include premium for the insurance of the Building water, fire and scavenging charges, taxes, light, sanitation and lift maintenance, operation and renewal charges for bill collection and management of common facilities renovation, painting, replacement repair and maintenance charges and expenses for the Building 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, passage ways, lifts, shafts, gardens, parkways, salary of gardener, plumber, electrician, caretaker, security guards and other persons employed for maintenance, preservation of the Building and other Common Areas.
- 16.2 The Parties agree that this Agreement authorizes the Second Party:-
- a. to develop the Land and construct a Building thereon after procuring all necessary permissions; and
 - b. to enter into agreements for sale in favour of the Purchasers in respect of the Units sold in terms of Article 14;
- 16.3 The Parties shall jointly constitute, organise and/or otherwise form or cause to be formed a service company / society / association (hereinafter referred to as the "**MANAGEMENT COMPANY**") to take over the Building and the Land after its development. All costs, charges and expenses in constitution, formation organisation, management and operation of Managing Company shall be borne by the respective Purchasers of the Units in such proportion as may be decided and determined jointly by the Parties. The Purchasers of the Units shall become members and/or shareholders of the Managing Company, as and when constituted. Until the formation of the Managing Company, the Parties and/or the Purchasers of the Units shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Building including the Land proportionately. The Parties shall make necessary arrangements and frame the rules and regulations for rendering of common services and maintenance of the Building.

 19 | 31 





ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

- 16.4 Upon formation of the Managing Company, the Parties shall handover all the original documents of title pertaining to the Land to the Managing Company.
- 16.5 The First Party shall be a party in all Deeds of Conveyance in respect of the sale of the Units to the Purchasers and shall transfer its right, title or interest in the Land in favour of such party. The Second Party shall be a party in all Deeds of Conveyance in respect of the sale of the Units to the Purchasers and shall transfer its right title or interest in the Units also its right title or interest in the Land in favour of such party.

ARTICLE 17

DELAY, BREACH AND TERMINATION

- 17.1 If the Second Party is unable to complete the construction of the Project so as to be fit for occupation within the Extended Completion Period except due to Force Majeure Events, then and in such case, the Second Party shall be entitled to an extension of 24 months to complete the same in all respect as aforesaid. Provided further that such extension shall be granted by the First Party upon the Second Party paying to the First party compensation at the rate of Rs. 1 per day for such extended period.
- 17.2 Subject to Force Majeure, if the Second Party fails to complete the construction and development of the Project in all respect so as to be fit for occupation within the further extended period stated in Clause 17.1 above, the Second Party agrees that the First Party's Allocation shall be increased to 22.25% from 22.21% for the Sale Proceeds received after such time.
- 17.3 This Agreement shall automatically terminate in case sanction of the Building Plan is refused or given with such conditions which are not commercially feasible for the Project.
- 17.4 In the event of termination of this Agreement as mentioned in Clause 17.3, the First Party shall refund the Rs 2,00,00,000 (Rupees Two Crores) out of the Security Deposit (stated in Clause 13.2) and 50% of the Rs. 75,00,000 (stated in Clause 8.1.7) received from the Second Party within 60 days of such termination and simultaneously the Second Party shall return the possession of the Part I to the First Party. In the event of failure to return such money to the Second Party, the First Party shall be liable to pay an interest @ 15% per annum.

 20 | 31 





ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2012

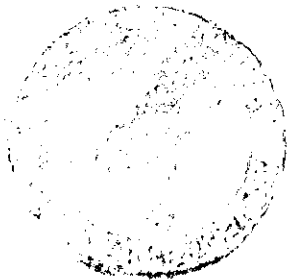
- 17.5 In the event of any Party committing a breach of any of the terms and conditions of this Agreement (“Defaulting Party”) prior to the commencement of construction and/or receiving of advances, premium, booking amounts and other considerations from intending Purchasers, and pursuant to a written notice from the other Party (“Non-Defaulting Party”) for rectification/ remedy of the default within a period of 30 (thirty) days, and if the Defaulting Party fails and/or neglects to rectify and/or perform and observe the same to the satisfaction of the Non-Defaulting Party, the Non-Defaulting Party shall be at liberty to claim loss and/or damage suffered on account of such breach and be entitled to terminate this Agreement or sue for specific performance.
- 17.6 If at any time after the commencement of the construction and development of the Project, either Party commits breach of any of the terms and conditions herein contained and on the part of such Party to be observed and performed, then and in that event, the other Party shall give to such defaulting Party a notice in writing calling upon such defaulting Party to rectify the breach and to perform and observe the terms and conditions and if such defaulting Party fails and/or neglects to rectify and/or perform or observe the same within a period of 30 (thirty) days from the receipt of such notice, then in that event, the other Party shall be at a liberty to claim loss and/or damage suffered on account of such breach and/ or sue for specific performance.

ARTICLE 18

FORCE MAJEURE

- 18.1 Notwithstanding anything contained under this Agreement, neither the Second Party nor the First Party shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion, or total non-availability of any vital construction material or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Second Party or the First Party as the case may be.
- 18.2 For avoidance of doubts, if construction materials are available at a higher price, the same shall not be construed as a Force Majeure event

 21 | 31 





REGISTRAR
KOLKATA
- 7 MAY 2013

18.3 If and to the extent that any Party is hindered or prevented by a Force Majeure Event from performing any of its obligations under this Agreement, the obligations of the Party so affected ("Affected Party") shall remain suspended during the period the Affected Party is so prevented or hindered from complying with its obligations. In such event, the Affected Party shall give written notice of suspension as soon as reasonably possible but not later than 30 (thirty) days from the date of the occurrence, 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. On cessation of such Force Majeure Events the Affected Party shall immediately serve a notice upon the other party informing such cessation and also resume full performance of its obligations. None of the Parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of Force Majeure Events. It is hereby clarified that unless otherwise agreed by the Parties, this Agreement cannot be terminable by either Party due to occurrence and continuance of any Force Majeure event


ARTICLE 19

DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD

- 19.1 In case of any defect in the Building or part thereof whether detected while the work is in progress or within one (01) year after Date of Completion, the Second Party shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the First Party and/or the Purchasers to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by the Second Party. Upon such rectification the Second Party shall furnish a certificate of the Architect confirming removal of such defect
- 19.2 The responsibility herein shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the First Party or the Purchasers (c) cases of Force Majeure Events (d) failure to maintain the amenities/equipments in accordance with Second Party's instructions if given in writing and (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators & lifts,

 22 | 31 






REGISTRAR
OF COMPANIES-I, KOLKATA
- 7 MAY 2013

fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

ARTICLE 20

INDEMNITY

- 20.1 The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either Party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities / obligations herein save and except in case of Force Majeure Events.
- 20.2 The First Party shall indemnify and shall always keep the Second Party indemnified and harmless against any claim, loss, liability, cost, action or proceeding that may arise due to any defect in the title of the First Party's share in the Land or breach of any of its representations, warranties and obligations in this Agreement.
- 20.3 The Second Party shall indemnify and shall always keep the First Party indemnified and harmless against:
- 20.3.1 against any claim, loss, liability, cost, action or proceeding that may arise due to any defect in the title of the Second Party's share in the Land;
- 20.3.2 all claims, damages compensation or expenses payable in consequence of any injury or accident or death sustained by any workman, or other persons during construction and/or up to the completion of the Building including the Common Areas in all respects and/or up to the handing over possession to the Purchasers of Units sold and the First Party shall not be bound to defend any action filed in respect of such injury brought under the Workmen's Compensation Act or any other law;
- 20.3.3 any lien or charge claimed or enforced against any material supplied in construction of Building by any supplier of such materials;
- 20.3.4 all actions or proceedings which may be brought or taken against the First Party in respect of damage to the adjoining building, land or neighbours or passersby in the performance of carrying out of the work under this Agreement by the Second Party;

 23 | 31 




REGISTRAR
CES-I, KOLKATA
- 7 MAY 2013



20.3.5 all acts, commissions, omissions, negligence and deviation in respect of the Building Plan with such modification as be approved by KMC and other authorities and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the construction of the Building.

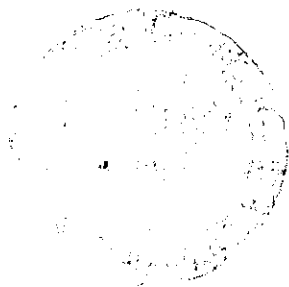
- 20.4 Each Party ("Indemnifying Party") shall indemnify and agrees to defend and to keep the other ("Indemnified Party") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:
- a. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
 - b. acts of negligence or intentional misconduct by the Indemnifying Party;
 - c. breach of the provisions of this Agreement by the Indemnifying Party;
 - d. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and
 - e. failure by the Indemnifying Party to fulfill its obligations under any applicable law.

ARTICLE 21

MISCELLANEOUS

21.1 It is understood that from time to time, to enable the construction of the Building by the Second Party, various deeds, matters and things not herein specifically referred to may be required to be done by the Second Party for which the Second Party may require the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party for which no specific provision has been mentioned herein. The First Party hereby authorizes the Second Party to do all such acts, deeds, matters and things and undertakes forthwith upon being required by the Second Party in this behalf, to execute any such additional powers or authorities as may be required by the Second Party for the said purpose.

 24 | 31 



ADDITIONAL REGISTRAR
OF COMPANIES I, KOLKATA
- 7 MAY 2013

21.2 All the Units sold and/or transferred shall be subject to the restrictions on transfer and use intended for the common benefits of all occupiers of the Building which shall also include the following :-

- a. No person shall use or permit use of the Units or any portion thereof and the Common Areas for carrying on any polluting, obnoxious, illegal or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the Building.
- b. No person shall demolish or permit demolition of any wall or other structure in the Units and Common Areas or make any structural alterations therein.
- c. No person shall do any act, deed or thing which may in any manner disturb obstruct or prejudice peaceful occupation and enjoyment of other occupiers.
- d. No person shall in any manner demolish or permit demolition of any structure or in any manner change, add or alter whatsoever in nature, the Common Area including the car parking spaces.



21.3 Any notices to be given by any Party to the other whether hereunder or otherwise shall be in English and be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the number set forth below or delivering by hand, e-mail or courier to the address set forth below (or such other address as may be notified by the Parties to each other from time to time) in respect of each Party:

FIRST PARTY:

Address : 104/D MATHESWARTOLLA ROAD, KOLKAT A – 700046
Fax : NA
E-mail : chiehshing@hotmail.com
Attn : Mr Wu Wei Yan

SECOND PARTY:

Address : 44 MATHESWARTOLLA ROAD, KOLKATA –700046
Fax : 03340170002
E-mail : ankit@icgroup.in

 25 | 31 



✓
LIBRARY
OF RESOURCES, KOLKATA
- 7 MAY 2012

Attn : Ankit Juneja

21.4 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agree to hold in confidence and shall not disclose in any manner to any third party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other Party.

The foregoing shall not apply if:-

- a. such information is in the public domain through no fault of the disclosing Party; or
- b. such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
- c. such information was furnished to the receiving party by a third party as a matter of right without restriction on disclosure.

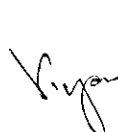

21.5 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this deed but the validity and enforceability of the remainder of this Agreement shall not be affected.

21.6 All agreements/deeds, if any, executed prior to this Agreement it shall be deemed to be cancelled and/or superseded.

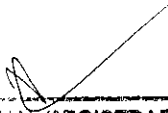
21.7 The signatory executing this Agreement on behalf of the First Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the First Party, in accordance with the resolution passed by the Board of Directors of the First Party and this Agreement is binding on the First Party in accordance with its terms.

21.8 The Parties have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Parties or constitute an association of persons.

21.9 The signatory executing this Agreement on behalf of Second Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the Second

 26 | 31 




REGIONAL REGISTRAR
CORPORATE INSURANCES-I, KOLKATA
- 7 MAY 2013

Party, in accordance with the resolution passed by the Board of Directors of the Second Party and this Agreement is binding on the Second Party in accordance with its terms.

21.10 The stamp duty and registration fees and other charges in connection with this Agreement shall be borne and paid by the Parties in their proportionate shares.

ARTICLE 22

GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION

22.1 The courts / tribunals in Kolkata City alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of other courts/tribunals.

22.2 This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

22.3 Any dispute or difference between the parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably, all such disputes or differences whatsoever shall be referred to the arbitration of a sole arbitrator.



22.4 The arbitration proceedings shall be conducted in English and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Kolkata. The language of arbitration shall be English.

THE SCHEDULE A ABOVE REFERRED TO

PART I

(PART I PROPERTY)

ALL THAT the tin shed structures TOGETHER WITH the piece and parcel of land, whereupon or on a part of where the same are erect and built, admeasuring 13 (thirteen) cottahs 12 (twelve) chittaks and 28 (twenty eight) square feet, more or less, comprised in C. S. Dag No: 761, C.S. Khatian No. 587 and portion of C. S. Dag No. 760, C.S. Khatian No. 83, J.L. No. 5, Mouza Tangra , Being Municipal Premises No. 104/D Matheswartala Road, Calcutta 700 046.

 
27 | 31



DIRECTOR
OF INSURANCES-I, KOLKATA
= 7 MAY 2013

On the North: Municipal Road known as Matheswartala Road
On the East: Premises No: 104/D/1 Matheswartala Road
On the South: By municipal road known as E.M. Bypass
On the North: By municipal premises No: 104/D/2 Matheswartala Road ✓

PART II

(PART II PROPERTY)

ALL THAT the old and dilapidated tin shed structure admeasuring about 5000 (five thousand) square feet, more or less **TOGETHER WITH** the piece and parcel of land, admeasuring 1(one) Bigha 5 (five) chittaks and 27 (twenty seven) square feet more or less, comprised in C. S. Dag No: 761, C.S. Khatian No. 587 and portion of C. S. Dag No. 760, C.S. Khatian No. 83, J.L. No. 5, Mouza Tangra , Being Municipal Premises No. 104/D/2 Matheswartala Road, Calcutta 700 046. ✓

On the North: By municipal Road known as Matheswartala Road
On the East: Premises No: 104/D Matheswartala Road
On the South: By municipal road known as E.M. Bypass
On the West: By Municipal premises no: 104/D/3 Matheswartala Road


PART III

(THE LAND)

ALL THAT piece and parcel of land measuring 1(one) Bigha 14 (fourteen) cottahs 2(two) chittaks and 10 (ten) square feet, more or less, comprised in C. S. Dag No: 761, C.S. Khatian No. 587 and portion of C. S. Dag No. 760, C.S. Khatian No. 83, J.L. No. 5, Mouza Tangra.

On the North: By municipal Road known as Matheswartala Road
On the East: Premises No: 104/D/1 Matheswartala Road
On the South: By municipal road known as E.M. Bypass
On the West: By Municipal premises no: 104/D/3 Matheswartala Road

THE SCHEDULE B ABOVE REFERRED TO


28 | 31

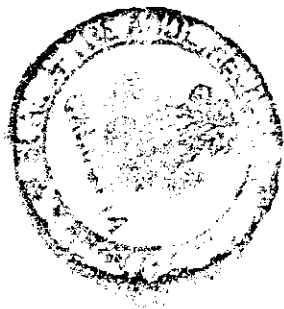


A handwritten signature or mark, consisting of a single, fluid, sweeping stroke that starts from the left and curves upwards and to the right.

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

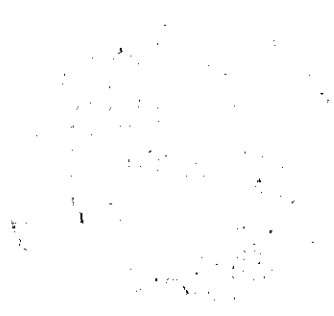
(Amenities and Fittings)

Structure	R. C. C. framed structure on pile foundation using concrete and steel reinforcement. Basement with R. C. C. Retaining Walls
Flooring	Living/Dining: Imported Marble Master Bedroom : Wooden Flooring Other Bedroom : Luxurious Tiles Servant/Maids Room & Toilet: Vitrified Tiles Common Areas: Marble/Granite/Stone/Tiles
Doors	Superior Wooden Frames with Flush Door Enhancing Main Entrance Door with Night Latch and Magic Eye Superior Locks and Hinges
Kitchen	Granite Counter Luxurious Design Tiles upto 2' height from Counter
Walls	Internal: Plaster of Paris/Wall Putty External Paint/ Tile/Granite/Aluminum/Steel As per architect design
Windows	French Window/ Glass casement / Sliding/ Anodized/Powder coated Aluminum or UPVC windows
Toilet	Luxurious Tiles on the wall upto door height. Luxurious Sanitary Ware/ Counter Top Basin and CP fittings Shower Cubicle in Master Toilet Rain Shower in other bedroom Concealed plumbing and pipe work
Electricals	TV and telephone points in all bedroom/living dining/kitchen. Concealed Copper Wiring with Modular Switch
Lifts	Two new - generation fully automatic lifts. (OTIS / MITSUBUSHI) One Service Lift.
Fire Protection	Provision for adequate fire - fighting system in the building with a wet rising system connected to a separate water reservoir as per safety recommendation of West Bengal Fire Service Department. Sprinklers in the whole building.



REGISTRAR
OF COMPANIES, KOLKATA
- 7 MAY 2013

Landscaping	Beautifully landscaped compound with fine paving and planters all around.
Communication	Provisions for easy communication wiring direct from the ground floor or the terrace to each flat. Camera aided vigilance for complete safety. Intercom facility to each flat connected to the reception / security. Door Phones for each apartment.
Water Supply	24 Hours filtered water supply
Air Conditioning	Reception Area, Community Hall All Flats to be charged at actuals
Power Supply	CESC HT / LT with standby power service for lifts water pumps and common lighting by DG Set. 100% Power Backup By DG Set


R. Jayaram
 30 | 31



ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
- 7 MAY 2013

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Signed and delivered for and on behalf of
CHIEH SHING TANNERY

CHIEH SHING Tan.

Wu Wei Yan
Partner

By: Shri Wu Wei Yan

Title: Partner

Signed and delivered for and on behalf of J.C.
OVERSEAS LIMITED

J. C. OVERSEAS LTD.

Ankit Juneja
Director
ANKIT JUNEJA

By: Shri Ankit Juneja

Title: Director

[Authorised by resolution of the board of
directors dated 5 April 2013]

Witnesses:-

1. Sanjiv Pabadi

ADVOCATE
HIGH COURT, CALCUTTA

2. Sanjiv Agawal Das
Advocate

1B, Old Post Office Street
Kolkata-700001

Drafted by me:-

Sanjiv Pabadi, Advocate.
High Court
Calcutta

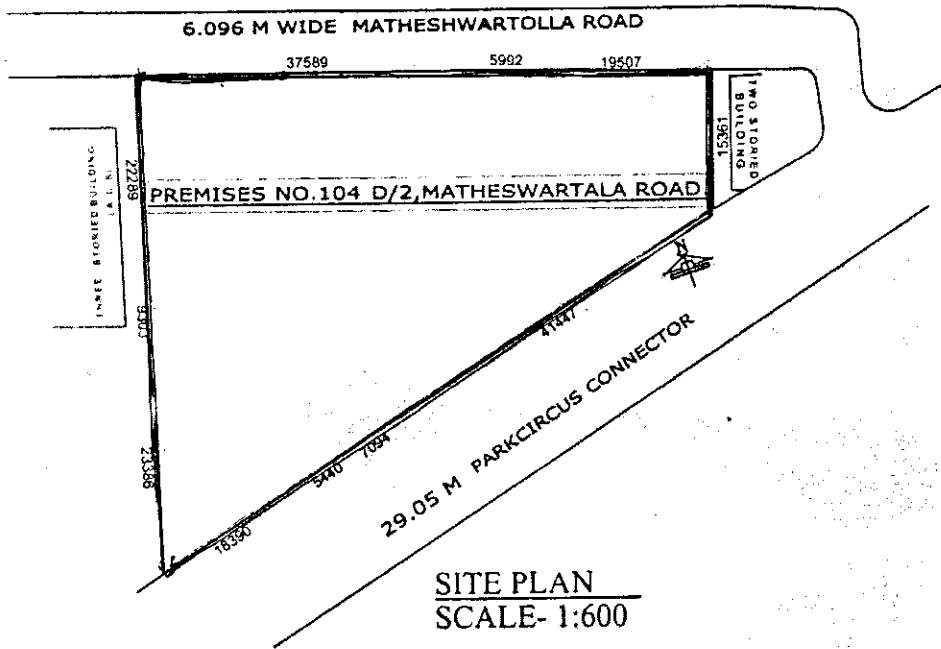


✓
ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 7 MAY 2013

DEED PLAN (BOUNDARY DECLARATION) AT PREMISES NO.104 D/2
 MATHESHWARTALA ROAD. KOLKATA -700046
 WARD NO. -66 , BOROUGH-VII , P.S.- TILJALA

LAND AREA - 34 K 2 CH 10 SQFT = 2283.537 SQM = 24580 SQFT

Manoj



CHIEH SHING TANNERY
Wu L L L
 Partner

CHIEH SHING TANNERY
Wu Chi chieh
 Partner

DATE : 31 - 01 - 13

CHIEH SHING TANNERY
Wu L L L
 Partner

J.C OVERSEAS LTD.
Chief
 Director

Manoj
 HARSH BANON
 COUNCIL OF ARCHITECTURE
 REGISTRATION No. CA/90/13556

Signature of owner :

Signature of Architect :



ADDITIONAL REGISTRAR
CLASSIFICATION-I, KOLKATA
= 7 MAY 2013



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04595 of 2013
(Serial No. 04355 of 2013 and Query No. L000010420 of 2013)

On 07/05/2013

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

Presented for registration at 17.10 hrs on :07/05/2013, at the Private residence by Wu Wei Yan
.Executant.

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

Execution is admitted on 07/05/2013 by

1. Wu Wei Yan
Partner, Chieh Shing Tannery, 104/ D, Matheswar Tola Road, Kolkata, Thana:-Tiljala, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700046.
, By Profession : Others
2. Ankit Juneja
Director, J. C. Overseas Ltd., 27, Elliot Road, Kolkata, Thana:-Park Street, District:-Kolkata, WEST
BENGAL, India, Pin :-700016.
, By Profession : Others

Identified By Saroj Agarwal Das, daughter of .. , High Court, CALCUTTA, Thana:-Hare Street,
District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 10/05/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 101.00/-, on 10/05/2013

(Under Article : ,E = 21/- ,I = 55/- ,M(a) = 21/- ,M(b) = 4/- on 10/05/2013)

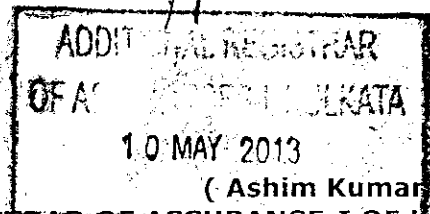
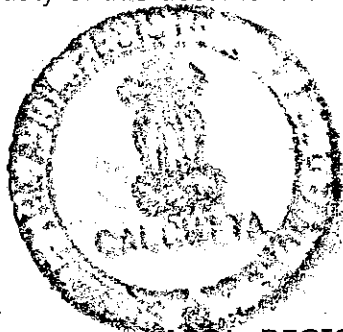
Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-6,69,61,114/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as:
Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

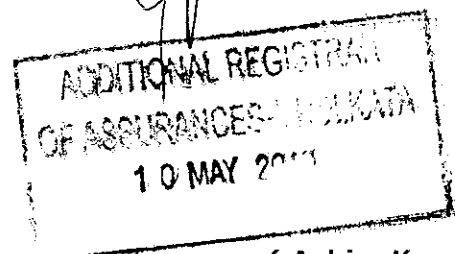
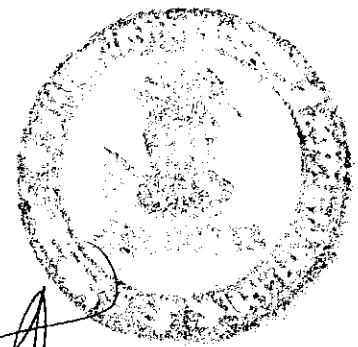


Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04595 of 2013
(Serial No. 04355 of 2013 and Query No. L000010420 of 2013)

1. Rs. 40000/- is paid , by the draft number 778758, Draft Date 02/05/2013, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 10/05/2013
2. Rs. 30100/- is paid , by the draft number 778794, Draft Date 03/05/2013, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 10/05/2013

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

FORM FOR TEN FINGERPRINTS











PHOTO			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
			Left Hand				
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	<i>Non-Mis: you</i>	Right Hand					












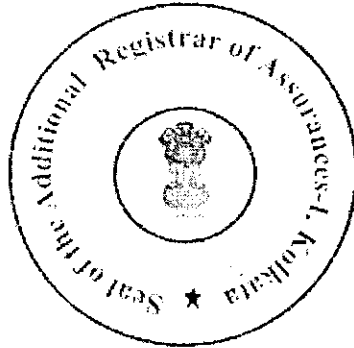
PHOTO			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
			Left Hand				
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	<i>John + J.</i>	Right Hand					

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 6262 to 6298
being No 04595 for the year 2013.



(Ashim Kumar Ghosh) 17-May-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

DATED THIS 7th DAY OF MAY 2013

BETWEEN:

CHIEN SHING TANNERY
... FIRST PARTY

AND

J.C. OVERSEAS LIMITED
... SECOND PARTY

DEVELOPMENT AGREEMENT

KHAITAN & CO LLP
Advocates, Notaries, Patent & Trade Mark
Attorneys
Emerald House
1B, Old Post Office Street
Kolkata 700 001