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AB 254227

9/10/16546226/18
Additional Registrar of Assurances-II
Kolkata

Case No-941/2018
50-257
20-10-18

Certified that the document is admitted to Registration, the Agreement, Grant and the endorsement thereon contained in this document are the part of this document.

[Signature]
Additional Registrar
of Assurances-II, Kolkata
3/11/18

THIS AGREEMENT made this 15th day October Two Thousand and Eighteen **BETWEEN SUBIR UDYOG LIMITED** (having CIN U65001WB1984PLC037578 and Income Tax PAN AAEC54911M), a company within the meaning of Companies Act, 2013, having its registered office

[Signature]

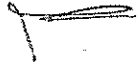
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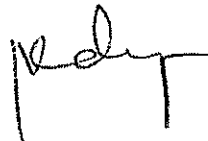

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol.


ADDITIONAL
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at 36C/1, Chowringhee Road, Police Station - Shakespeare Sarani, Post Office - Park Street, Kolkata - 700071 represented by its Director Mr. Subir Poddar son of late Rajendra Kumar Poddar (having DIN - 00542128 and Income Tax PAN - AFTPP9062M) residing at 2, Ashoka Road, Police Station and Post Office - Alipore, Kolkata - 700027 (hereinafter referred to as "the **First Party**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or office) of the **ONE PART AND P S GROUP REALTY PRIVATE LIMITED** (having CIN U65922WB1988PTC044915 and Income Tax PAN AABCP5390E), a company within the meaning of Companies Act, 2013, having its registered office at 'The Address', Front Block, 1002 E.M. By Pass, Police Station Pragati Maidan and Post Office Dhapa, Kolkata-700105 and represented by its Director Mr. Surendra Dugar son of late J.M. Dugar (having DIN - 00424900 and Income Tax PAN - ACUPD1317K) residing at 2B Dover Road, Police Station and Post Office - Ballygunge, Kolkata 700019 (hereinafter referred to as "the **Second Party**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or office) of the **OTHER PART**:

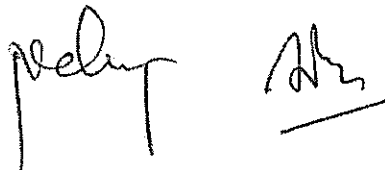
WHEREAS:

- A. By an Indenture of Conveyance dated 30th September 1988 made between (i) (Musst.) Saidunnessa Haque, (ii) Md. Rezual Haque, (iii) Md. Sultanul Haque, (iv) Lutfannessa Haque, (v) Jaharatunnessa Haque, (vi) Motiunnessa Haque, (vii) Sarifunnessa Haque, (viii) Zebunnessa Haque, (ix) Meherunnessa Haque and (x) Badrunnessa Haque as vendors therein and the First Party hereto Subir Udyog Limited as purchaser therein and registered with the Registrar of Assurances, Calcutta in Book I, Volume No. 282, Pages 280 to 310, Being No. 10909 for the year 1988, said (Musst.) Saidunnessa Haque & nine others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the First Party hereto **ALL THAT** the brick built one storeyed messuages tenements hereditaments sheds and premises together with the piece and parcel of land thereunto belonging and appertaining thereto containing an area of 25 Cottahs more or less situate and lying at and being divided and demarcated south-western part of premises Nos. 36A, 36B, 36C and 36D Chowringhee Road, Kolkata-700071 (facing Chowringhee Road on the west and shown in the plan annexed thereto duly bordered thereon in 'Red'), absolutely and forever.

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- B. The said divided and demarcated south-western portion of premises Nos. 36A, 36B, 36C and 36D Chowringhee Road, Kolkata measuring 25 Cottahs more or less was separately reassessed and renumbered by Kolkata Municipal Corporation as premises Nos. 36C/1 and 36D/1 Chowringhee Road, Kolkata vide Assessee Nos. 11-063-10-0360-6 and 11-063-10-0361-8 respectively and the name of the First Party Subir Udyog Limited was duly mutated in the records of the Kolkata Municipal Corporation as owner thereof.
- C. The First Party caused to be amalgamated premises No. 36C/1 Chowringhee Road and premises No. 36D/1 Chowringhee Road in the records of the Kolkata Municipal Corporation and the amalgamated premises measuring 25 Cottahs more or less continued to be numbered as premises No. 36C/1, Chowringhee Road, Kolkata (fully described in the **First Schedule** hereunder written and delineated in the plan annexed hereto duly bordered thereon in "Red" and herein defined and referred to as "the **said Premises**") and accordingly the name of the First Party continued to be mutated in the records of Kolkata Municipal Corporation as owner of such amalgamated premises vide Assessee No. 11-063-10-0360-6.
- D. Other than the two monthly tenants occupying portions of the said Premises, the rest of the said Premises is in 'khas' possession of the First Party. Particulars of such two monthly tenants(hereinafter jointly referred to as "the **said Tenants**") and the areas occupied and the rents payable by each of them respectively are mentioned below:
- (i) Auto Distributors Limited as monthly tenant since long is occupying about 3385.75 Square feet space in the front western part of the one storeyed building at the said Premises and open parking areas of about 3850 Square feet at a monthly rental of Rs.2000/- (Rupees two thousand only);
 - (ii) Ms. Riddhi Poddar as monthly tenant since 2016 is occupying about 1000 Square feet space in the rear eastern part of the one storeyed building at the said Premises at a monthly rental of Rs.1500/- (Rupees one thousand five hundred only).

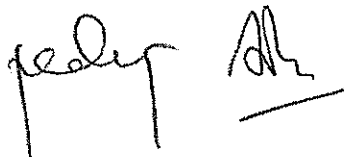


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- E. The First Party is the absolute owner of the said Premises free from all encumbrances and liabilities and is in "khas" possession thereof save the portions occupied by the said Tenants as aforesaid.
- F. With a one storeyed old building and sheds at the said Premises and that too major portions whereof being occupied by the said Tenants yielding a meager monthly rent of Rs.3500/-, the First Party decided to construct or cause to be constructed a new mercantile multistoreyed building thereat and to commercially exploit the same and for doing so it is necessary to cause the said Tenants to vacate during the construction period and accordingly the First Party, instead of going into long drawn litigations for eviction decided to offer and provide alternative accommodations to each of them in such new building. Further, as the First Party did not possess skill, knowledge or experience of constructing building(s) or brand for commercial exploitation of the same, the First Party was looking for a joint venture associate who had skill, expertise, in-depth know-how, considerable experience, reputed brand and a team of professionals and could take the lead in construction of such new building and in commercially exploiting the same.
- G. Having come to know about the intention of the First Party, the Second Party, who has for several decades been engaged in the business of undertaking development of real estate in and around the city of Kolkata and has considerable skill and expertise and a reputed team of professionals at its command for the purpose of carrying out development of real estate and construction of building complexes, both residential and commercial, approached the First Party to enter into a joint venture arrangement with it to fulfill the object of the First Party as aforesaid and upon mutual discussions and negotiations, the Parties agreed to and decided, inter-alia, as follows:
- (i) the First Party would contribute the land for construction of a mercantile building at the said Premises;
 - (ii) the Second Party would bring in the entire finance required for construction of such building other than those agreed to be provided by the First Party as mentioned in sub-clause (iii) immediately succeeding and would take the lead and be responsible to obtain sanction of plan from the concerned authorities and to construct a mercantile building at the said Premises;





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- (iii) after the Second Party obtaining sanction of plan for construction of the building at the said Premises, the First Party would contribute a fixed sum of Rs.5,00,00,000/- (Rupees five crore) only in installments as be mutually agreed between the Parties towards cost of construction of the building and in addition thereto would also pay to the Second Party in installments linked with progress of construction an interest-free refundable sum of Rs.4,00,00,000/= (Rupees four crore) only to facilitate the Second Party to construct the building with a clear understanding that the said sum of Rs.4,00,00,000/- (Rupees four crore only) would be refunded by the Second Party to the First Party within 30 days of completion of construction of the New Building and the Second Party obtaining completion certificate from the Kolkata Municipal Corporation in respect thereof;
- (iv) the First Party and the Second Party would share the revenue generated from the sale of the saleable areas of the Project in the ratio 70%:30% (with 70% belonging to the First Party and 30% belonging to the Second Party) irrespective of whether the same may lead to profit or loss to either of them;
- (v) the Second Party would take the lead and be primarily responsible for marketing the saleable areas in such building;
- (vi) both Parties would jointly negotiate with the said Tenants to vacate their respective tenanted portions by offering them to provide and providing alternate accommodations in the new building to effectuate construction of the building at the said Premises or elsewhere with the understanding that all areas as be required to be provided by way of alternate accommodation to the Tenant Auto Distributors Limited and/or costs involved for causing such Tenant to vacate its tenanted portion would be solely to the account of the Second Party and likewise all areas as be required to be provided by way of alternate accommodation to the Tenant Ms. Riddhi Poddar and/or costs involved for causing such Tenant to vacate her tenanted portion would be solely to the account of the First Party.
- (vii) none of the Parties would back out from the joint venture whether the same leads to risk of loss or reward of profit from the Project.

H. Having arrived at the aforesaid understanding, the Parties hereto have since taken steps for implementing their understanding for constructing the new building and commercially exploiting the same as a joint venture project, inter-alia, as follows:


 



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- (a) both parties hereto approached the said Tenant Ms. Riddhi Poddar to vacate during the period of construction of the New Building her tenanted portion in lieu of she being provided with an alternate accommodation of an area equivalent to more or less the same area being occupied by the said Tenant in the new building with one car parking space on ownership basis free of cost but she straight away turned down such proposal of the Parties hereto particularly on the ground of her waiting for three-four years or more to have alternate accommodation in the new building to be constructed at the said Premises. However, after protracted negotiations, the said Tenant has agreed to surrender her tenancy and vacate and deliver peaceful possession of her tenanted portion to the First Party within 21 days of sanction of Building Plan subject to her being paid certain amount to her as shifting costs and charges and accordingly the First Party as per the understanding with the Second Party as aforesaid agreed to make payment to her as shifting costs and charges the amount agreed with her for the same and obtain surrender of her tenancy and vacant peaceful possession of the her tenanted portion.
- (b) both the Parties hereto also approached the other of the Tenants Auto Distributors Limited to vacate during the period of construction of the New Building its tenanted portion in lieu of the said Tenant being provided with an alternate accommodation of an area equivalent to more or less the same area being occupied by the said Tenant in the new building with four car parking spaces on ownership basis free of cost but the said Tenant also straight away turned down the proposal of the parties hereto for various reasons. However, after protracted negotiations, the said Tenant agreed to surrender its tenancy and vacate and deliver peaceful possession of its tenanted portion within 21 days of sanction of Building Plan subject to the said Tenant being paid certain amount to it as shifting costs and charges and accordingly the Second party as per the understanding with the First Party as aforesaid agreed to make payment to the said Tenant as shifting costs and charges the amount agreed with it for the same on certain terms and conditions jointly agreed between the parties hereto and the said Tenant.



ADDITIONS

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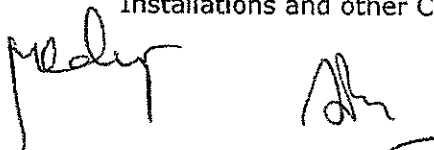
- (c) the Parties have jointly caused to be surveyed and measured the said Premises when it has been found that the said Premises contains an area of 24 Cottahs 12 Chittacks 15 Square feet more or less.
- (d) the Parties hereto have jointly caused to be prepared the building plan by the Architects for construction of a mercantile multi-storeyed building and finalized the same and would submit the same to the Kolkata Municipal Corporation for sanction.

I. To avoid any misunderstanding, the Parties are desirous of recording the terms and conditions agreed between them with regard to the construction of the new building and commercially exploiting the same as a joint venture project as hereinafter contained:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

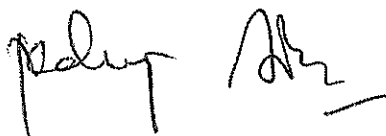
1. DEFINITIONS AND INTERPRETATIONS:

- 1.1 In these presents unless there be something contrary or repugnant to the subject or context:
- (a) "**Act**" or "**said Act**" shall mean the West Bengal Housing Industry Regulation Act, 2017 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules framed thereunder and notifications passed in connection therewith;
 - (b) "**Architects**" unless changed by the Parties mutually, shall mean Messrs. Agrawal & Agrawal of 2/5 Sevak Baidya Street, Kolkata-700029 for the Project.
 - (c) "**Association**" shall mean any Association of Persons, Society, Company or other body that may be formed of the Intending Buyers of the Saleable Areas along with the First Party and the Second Party in respect of the Unsold Areas for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below);



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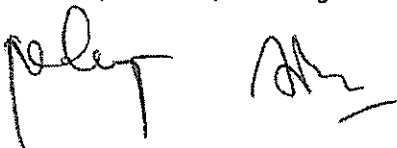
- (d) **"Building Plan"** shall mean the plan caused to be prepared by the Second Party in consultation with the First Party for construction of a mercantile building at the said Premises and sanctioned by the Kolkata Municipal Corporation and other concerned authorities and include all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required from time to time as per the recommendation of the Architect.
- (e) **"Common Areas and Installations"** shall mean and include the areas, installations and facilities as be expressed by the Second Party in consultation with the First Party for common use of the Intending Buyers, the First Party and the Second Party.
- (f) **"Common Expenses"** shall mean and include all costs, charges and expenses incurred for operation, maintenance and management of the Common Areas and Installations and other Common Purposes (defined below).
- (g) **"Common Purposes"** shall mean and include the purposes of operation, maintenance and management of the Common Areas and Installations; rendition of common services in common to the Intending Buyers; collection and disbursement of the Common Expenses; regulating mutual rights, obligations and liabilities of the Intending Buyers; and dealing with the matters of common interest of the Intending Buyers.
- (h) **"Deposits"** shall mean certain deposits to be taken by the Second Party from the Intending Buyers of the Saleable Areas for the purposes as mentioned in Clause 8.2 hereunder written and such deposits shall not form part of the Gross Revenue of the Project.
- (i) **"Extras"** shall mean certain charges and expenses to be taken by the Second Party from the Intending Buyers of the Saleable Areas for the purposes as mentioned in Clause 8.1 hereunder written and such charges shall not form part of the Gross Revenue of the Project.
- (j) **"First Party's Share of Gross Revenue"** shall mean 70% (seventy percent) of the Gross Revenue/Realizations.



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- (k) "**Gross Revenue Sharing Ratio**" shall mean the ratio of sharing of the Gross Revenue/Realizations between the First Party and the Second Party being 70%:30% respectively.
- (l) "**Intending Buyers**" shall mean the persons desirous of owning/acquiring the Saleable Areas at the said Premises from the Parties hereto and include the First Party and the Second Party for the Unsold Areas.
- (m) "**New Building**" shall mean the mercantile building and other structures to be constructed and installations to be installed by the Second Party at the said Premises and shall include the Parking Spaces for motor cars thereat.
- (n) "**Parking Spaces**" shall mean and include the covered, open, puzzle and mechanized parking spaces at the said Premises for parking of motor cars as planned by the Second Party in consultation with the Architects and the First Party.
- (o) "**Project**" shall mean (i) construction of the New Building at the said Premises in accordance with Building Plan and making the same fit for occupation, (ii) sale of all the Saleable Areas at the said Premises in favour of Intending Buyers and (iii) all acts deeds matters and things to be done or caused to be done in respect of the aforesaid as per the terms of this Agreement.
- (p) "**Project Advocates**" unless changed by the Parties mutually, shall mean Messrs. Pankaj Shroff & Co., Advocates of 4, Government Place (North), Olisa House, 8th floor, Kolkata-700001, for drafting of necessary documents for sale of the Saleable Areas.
- (q) "**Project Bank Account**" shall mean the bank account to be opened for all Realizations/Gross Revenue generated from the Project and operated only for distribution of such Realizations between the Parties hereto as and in the manner mentioned in Clause 7 hereunder and its sub-clauses.
- (r) "**Realizations**" or "**Gross Revenue**" shall mean the sale proceeds, booking amounts, advances and other incomings realized



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from sale of the Saleable Areas or any part thereof and from transfer of any rights/privileges at the said Premises as mentioned in clause 7 hereunder and its sub-clauses but shall not include the Extras, Deposits and Goods & Services Tax as mentioned in clause 8 hereunder.

- (s) "**said Premises**" shall mean **ALL THAT** piece and parcel of land containing an area of 24 Cottahs 12 Chittacks 15 Square feet more or less (but documents of title said to contain an area of 25 Cottahs more or less) situate and lying at and being municipal premises No.36C/1, Chowringhee Road, Police Station - Shakespeare Sarani, Kolkata - 700071, fully described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the New Building.
- (t) "**Saleable Areas**" shall mean and include Units, Parking Spaces, terraces attached to Units and other areas at the said Premises capable of being transferred independently or as appurtenant to any Unit and shall also include signage right or other right/privilege at the said Premises capable of being commercially exploited or transferred for money.
- (u) "**Second Party's Share of Gross Revenue**" shall mean 30% (thirty percent) of the Gross Revenue/Realizations.
- (v) "**Specifications**" shall mean the specifications as per which the New Building shall be constructed, erected and completed (details whereof are mentioned in **Annexure 'B'** hereto) Provided That such specifications may be modified from time to time by the Parties as may be mutually agreed between them in writing.
- (w) "**Units**" shall mean and include the showrooms, shops, offices and other constructed spaces to be constructed by the Second Party in the New Building at the said Premises.
- (x) "**Unsold Areas**" shall mean such Saleable Areas in respect of which no agreement for sale is entered into with the Intending Buyers even upon the Kolkata Municipal Corporation issuing its completion certificate in respect of the New Building at the said Premises.




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- (y) The term or expression '**Party**' according to the context refers to the First Party or the Second Party and the term or expression '**Parties**' refers to the First Party and the Second Party jointly.
- 1.2 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
- 1.3 A singular word includes the plural, and vice versa.
- 1.4 A word which suggests one gender includes the other genders.
- 1.5 A Clause includes sub-clause/s, if any, thereof.
- 1.6 If a word has been defined, another part of speech of such word shall have the corresponding meaning.

2. REPRESENTATIONS:

- 2.1 The First Party has represented and assured the Second Party, inter alia, as follows:
- (a) **that** the First Party is the absolute owner of the said Premises and has a marketable title thereto;
- (b) **that** other than the said Two Tenants occupying portions of the said Premises as recited hereinbefore, the rest of the said Premises is in "khas" and peaceful possession of the First Party;
- (c) **that** the said Premises is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, tenancies and occupancy rights other than the tenancies of the said Tenants who have since agreed to vacate their respective occupied portions as aforesaid;
- (d) **that** no person other than the First Party has any right title or interest in the said Premises or any part thereof;
- (e) **that** facts about devolution of title to the said Premises in favour of the First Party as mentioned in the recitals hereinabove are true and correct;
- (f) **that** there is no excess vacant land at the said Premises within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976;
- (g) **that** to the knowledge of the First Party, there is no acquisition, requisition or alignment proceedings affecting the said Premises or any part thereof;
- (h) **that** save this joint venture agreement with the Second Party, the






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First Party has not entered into any agreement for sale, transfer or otherwise dealt with the said Premises or any part thereof or received any consideration or created any third party interest or executed any power of attorney in connection with the said Premises or any part thereof;

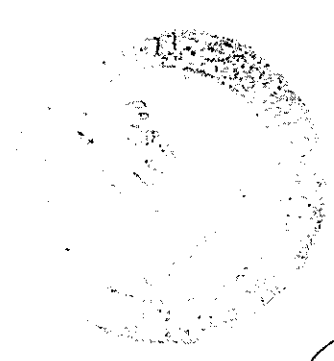
- (i) that there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending or threatened against the First Party.

- 2.2 The Second Party has represented and assured to the First Party that the Second Party has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out the Project contemplated herein and that there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Second Party.

3. AGREEMENT:

- 3.1 The Parties confirm to have entered into this Agreement for construction of the New Building and commercially exploiting the same for mutual benefit on joint venture basis on the terms and conditions herein recorded and the same being entered into relying on the aforesaid representations and assurances made to each other.
- 3.2 The Second Party has caused to be satisfied itself about the marketable title of the First Party in respect of the said Premises.
- 3.3 The First Party confirms to have agreed (i) to contribute and provide the land contained in the said Premises, free from encumbrances and (ii) to pay to the Second Party certain fixed amount towards the cost of construction of the New Building at the said Premises in installments as be mutually agreed between the Parties and in addition thereto would also pay to the Second Party in installments linked with progress of construction an interest-free refundable sum to facilitate the Second Party to construct the New Building as mentioned in clause 5.6(b) hereinafter AND the Second Party confirms to have agreed (i) to pay all costs for construction of the New Building and other expenses relating to the Project as herein contained save the amounts agreed to be paid by the First Party to the Second Party as aforesaid and as mentioned in Clause 5.6(b) hereinafter, (ii) to take lead and be responsible to construct the New





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Building at the said Premises in the manner mentioned hereunder, (iii) to take lead and be primarily responsible for the marketing and sale of the Saleable Areas thereat and (iv) to comply with all its other obligations herein contained, as and on the terms and conditions herein contained.

- 3.4 All Realizations made by the Second Party from sale of the Saleable Areas shall be deposited in the Project Bank Account as mentioned in clause 7.1 herein below AND the Gross Revenue generated from the Project shall be shared and distributed between the First Party and the Second Party in the Gross Revenue Sharing Ratio of 70%:30% respectively as per the provisions mentioned in clause 7.2 herein and its sub-clauses and clauses 7.2.1 and 7.2.2 irrespective of whether the same may lead to profit or loss for the Parties hereto.
- 3.5 The First Party shall be entitled to (a) the First Party's Share of Gross Revenue, (b) 70% of the Unsold Areas and (c) other rights and benefits hereby agreed to be granted to the First Party hereunder or intended so to be AND the Second Party shall be entitled to (a) the Second Party's Share of Gross Revenue, (b) 30% of the Unsold Areas, (c) other rights and benefits hereby agreed to be granted to the Second Party hereunder or intended so to be and (d) entirety of the Extras, Deposits and GST (Goods and Services Tax) as herein mentioned.
- 3.6 None of the Parties shall, after the sanction of the Building Plan and the Second Party making payment of the sanction fee and other fees and charges payable for the same to the Kolkata Municipal Corporation and other authorities, back-out from this joint venture arrangement irrespective of whether the same leads to risk of loss or reward of profit from the Project.
- 3.7 The Parties admit and acknowledge that the essence of the contract shall be timely completion of the Project, maximum utilization of the available FAR (Floor Area Ratio) as per the applicable laws, rules and regulations of the Kolkata Municipal Corporation and realization of maximum revenue from sale of the Saleable Areas and that each of the promises herein contained is the consideration for the other.

4. **TENANTS AND THE FIRST PARTY VACATING OF THE PREMISES AND MARKETIBILITY OF THE TITLE:**



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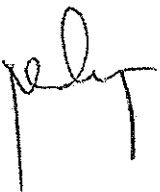
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4.1 Tenants:

- (a) The First Party ensures the Second Party that the First Party shall make timely payment of the shifting costs and charges to the tenant Ms. Riddhi Poddar and cause her to vacate and deliver vacant possession of her tenanted portion and surrender her tenancy in respect thereof to the First Party within 21 days of the sanction of the Building Plan as per the understanding arrived at between the First Party and the said Tenant as aforesaid.
- (b) The Second Party ensures the First Party that the Second Party shall make timely payment of the agreed shifting costs and charges to the other Tenant Auto Distributors Limited in installments and the First Party ensures the Second Party that the First Party, subject to the Second Party making timely payment of the agreed shifting costs and charges to the said Tenant, shall cause such Tenant to vacate and deliver vacant possession of its tenanted portion to the First Party within 21 days of sanction of the Building Plan and per the understanding arrived at between the Parties hereto and the said Tenant.

4.2 Vacating of the Premises by First Party: Subject to the Second Party making timely payment of the amounts agreed to be paid to the said Tenant Auto Distributors Limited, the First Party ensures that the entirety of said Premises (other than the Temporary Showroom Space which shall be made tenantable and available to the First Party by the Second Party as mentioned in clause 4.3 below) shall be vacated and caused to be vacated by the First Party from the said two Tenants and shall be made available to the Second Party to undertake construction of the New Building at the said Premises by it within 30 days from the date of sanction of the Building Plan and the Second Party making payment of the sanction and all other fees demanded by the Kolkata Municipal Corporation and other authorities for the same.

- (a) In case the First Party, despite the Second Party making payment of the amounts agreed to be paid to the said Tenant Auto Distributors Limited under clause 4.1(b) above fails and/or neglects to comply with its obligations contained under clause 4.2 above within the period stipulated therein, then the First Party shall be entitled to a grace period of 30 (thirty) days and in case the First



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Party still fails and/or neglects to comply with its said obligations during the grace period, the First Party shall be liable to pay as pre-determined liquidated damages a sum of Rs.8,000/- (Rupees eight thousand only) per diem to the Second Party for the period of delay and in case the delay extends beyond 30 days after the grace period of 30 days then the First Party shall be liable to pay as pre-determined liquidated damages a sum of Rs.12,500/- (Rupees twelve thousand five hundred only) per diem to the Second Party for the period of delay thereafter and in case the delay extends beyond 60 days after the grace period of 30 days the Second Party shall be entitled to terminate the contract envisaged herein and the First Party shall be liable to pay to the Second Party the entire shifting costs and charges paid by the Second Party for causing the said Tenant Auto Distributors Limited to vacate its tenanted portion and all costs incurred by the Second Party towards the Project with interest @12% per annum within 30 days of such termination.

- 4.3 **Temporary Showroom:** A temporary showroom space measuring 200 (two hundred) Square feet more or less on the western portion of the said Premises having such dimensions as be decided by the Second Party (hereinafter referred to as "the **Temporary Showroom Space**") shall be retained out of the old structures at the said Premises and made available to the First Party by the Second Party within 21 days of sanction of the Building Plan for running the First Party's business for a period till 06 (six) months prior to the expected date of completion of construction of the New Building. **It is however clarified** that, in case, at any point of time the Architect finds that there is a possibility of damage to the Temporary Showroom Space or the same may cause difficulty or disturbance in the construction of the New Building, then the First Party may have to vacate the Temporary Showroom Space or part thereof for a few weeks as per Architect's advise.

- 4.4 **Authority to the Second Party to undertake construction:** The First Party shall allow the Second Party to enter upon the said Premises to undertake the construction of the New Building within 30 days of the sanction of the Building Plan subject to the Second Party complying with its obligations mentioned in clauses 4.1(b) and 4.3 above. In this regard, it is made clear that nothing contained in this agreement shall be construed as making over of possession of the said Premises unto the Second Party by the First Party within the meaning of Section 53A of The






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Transfer of Property Act, 1882.

- 4.5 **Ensure Continuing Marketability:** The First Party shall ensure that it will keep its title to the said Premises marketable and free from all encumbrances till completion of the Project.
- 4.6 **Encumbrance or Liability Found:** Notwithstanding the aforesaid, in case any encumbrance is found to be affecting the said Premises or any part thereof or any person claims title to the said Premises or any part thereof, the First Party shall remove and cure the same at its own costs and expenses promptly and shall keep the Second Party and the Intending Buyers saved harmless and indemnified of and from any losses, damages, costs, claims, demands, actions and proceedings as may be suffered by them in this regard.
- 4.7 **Title Insurance:** Subject to availability, the First Party shall, within 45 (forty five) days of sanction of the Building Plan, obtain necessary insurance policy to keep its title to the land contained in the said Premises insured as per the provisions of the said Act.

5. CONSTRUCTION OF THE NEW BUILDING:

- 5.1 **Survey & Soil Testing:** It is recorded that the Second Party has at its own costs and expenses carried out necessary survey and soil testing and other preparatory works required for sanctioning of the Building Plan of the New Building to be constructed at the said Premises.
- 5.2 **Preparation and Sanction of Building Plan:**
- (a) It is recorded that the Second Party has in consultation with the First Party caused to be prepared by the Architects the Building Plan and finalized the same and the same shall be submitted to the Kolkata Municipal Corporation for sanctioning for construction of the New Building and has delivered a copy of such finalized plan to the First Party. While preparing and finalizing the Building Plan, the First Party is satisfied that maximum FAR (Floor Area Ratio) available at the said Premises has been utilized as per the applicable laws.





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- (b) The Second Party shall, at the costs and expenses of the First Party, obtain 'No Objection Certificate' from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 as required under Rule 4(4) of the Kolkata Municipal Corporation Building Rules.
- (c) The Second Party shall apply for and obtain sanction of the Building plan from The Kolkata Municipal Corporation by making payment of the sanction and all other fees demanded by The Kolkata Municipal Corporation and other authorities for the same within 9 (nine) months from the date hereof.
- (d) All costs, charges, fees and expenses that may be required for preparation and sanction of the Building Plan shall be borne and paid by the Second Party.
- (e) Further, as the said Premises is situated within 500 metres from the metro station/metro corridor, the Parties have mutually agreed and decided to avail the benefit of additional 20% (twenty percent) FAR for construction of the New Building as per the provisions of Rule 69A and other provisions of The Kolkata Municipal Corporation Building Rules, 2009 and accordingly have caused to be prepared by the Architects the Building Plan and finalised the same. In this regard it is agreed between the parties hereto that the sanctioned fees and charges payable for such Additional FAR over and above the normal sanction fees for obtaining the sanction of Building Plan, shall also be borne by the Second Party PROVIDED THAT in case the fees payable to the Kolkata Municipal Corporation for availing such Additional FAR exceeds Rs.2,00,00,000/- (Rupees two crore only), then and in such event the fees and charges payable over and above such amount of Rs.2,00,00,000/- (Rupees two crore only) shall be shared between the First Party and the Second Party in the Gross Revenue Sharing Ratio of 70%:30% AND the First Party shall reimburse to the Second Party 70% of the fees incurred by the Second Party beyond Rs.2,00,00,000/- (Rupees two crore only) within 30 (thirty) days of receiving receipt issued by the Kolkata Municipal Corporation and/or any other concerned authority in respect thereof.



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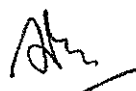
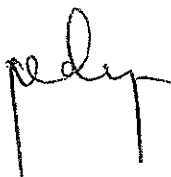
- (f) One certified copy of the sanctioned Building Plan shall be furnished by the Second Party to the First Party upon sanction thereof, however the First Party shall be entitled to inspect the original of the same at any time.

5.3 **Demolition of Existing Structures:** Save the structure required for making the Temporary Showroom Space tenantable, the Second Party shall be entitled to demolish or cause to be demolished the existing building and structures at the said Premises after (i) the Second Party getting 'No Objection Certificate' in writing from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 as per Rule 4(4) of the Kolkata Municipal Corporation Building Rules and (ii) the First Party and the Tenants vacating their respectively occupied portions as mentioned in clause 4.1 and 4.2 hereinabove. All proceeds from the sale of debris after deducting therefrom the cost of demolition of the existing building and structures (except the Temporary Showroom Space) shall belong to the First Party.

5.4 **Approvals for Development:** The Second Party shall, at its own costs and expenses, apply for and obtain all permissions, clearances, no objection certificates and other approvals in the name of the First Party or the Second Party as may be required for carrying out construction of the New Building.

5.5 **Construction:**

- (a) The Second Party shall take the lead and shall solely be responsible to construct and build the New Building (including the Common Areas and Installations) as per the Specifications mutually agreed between the Parties and mentioned in the **Annexure 'B'** hereto upon due compliance of the Building Plan and laws, rules and regulations affecting the same.
- (b) The Second Party shall be in the control, management and supervision of all construction activities at the said Premises.
- (c) At any time during the construction of the New Building, the First Party and/or its authorized agents shall be at liberty to view the construction and the progress thereof.



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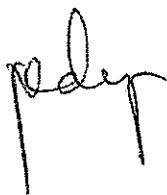
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5.6 Construction Costs:

- (a) All costs and expenses required for construction of New Building, other than those agreed to be paid and provided by the First Party as mentioned in sub-clause (b) immediately succeeding, shall be borne and paid by the Second Party;
- (b) After the Second Party obtaining sanction of plan for construction of the New Building at the said Premises, the First Party shall contribute a fixed sum of Rs.5,00,00,000/- (Rupees five crore) only in installments as be mutually agreed between the Parties towards cost of construction of the New Building and in addition thereto would also pay to the Second Party in installments linked with the progress of construction a refundable sum of Rs.4,00,00,000/= (Rupees four crore) only to facilitate the Second Party to construct the New Building with a clear understanding that the said sum of Rs.4,00,00,000/- (Rupees four crore only) shall be refunded by the Second Party to the First Party within 30 days of completion of construction of the New Building and the Second Party obtaining completion certificate from the Kolkata Municipal Corporation in respect thereof.

5.7 Construction Team: Other than the Architects, who have been selected jointly by the Parties, the entire team of people required for planning and construction of the New Building, shall be such persons as may be selected by the Second Party. All persons employed by the Second Party for the purpose of construction such as architects, contractors, engineers, labourers, care-takers, etc. shall be the persons under appointment from and/or employees of the Second Party and the First Party shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be that of the Second Party.

- (a) The Second Party hereby undertakes to keep the First Party indemnified against all third party claims, accidents, mishaps, actions arising out of any sort of act or omission of the Second Party or its employed persons/construction team or otherwise at the said Premises during the period of development of the said Premises till completion of construction of the New Building.



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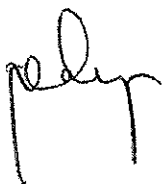
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- (b) The Second Party hereby undertakes to keep the First Party indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Second Party's action with regard to the development of the said Premises or in the matter of construction of the said New Building or in deviation of the Building Plan or for any defect therein or for any undertaking/indemnity/obligation taken by the First Party while obtaining any permission, clearance, NOC, license, sanction, etc. for the Project (including those caused by the Second Party to be applied from the First Party prior to execution of these presents).

5.8 **Utilities required for development of the Project:** The Second Party shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Project, at its own cost. Without affecting its entitlement as aforesaid, the Second Party shall be entitled to use the existing connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities at the said Premises and costs for user of such existing utilities and facilities shall be a part of cost of the Project and be borne and paid by the Second Party.

5.9 **General Authority:** The Second Party shall be authorized and empowered in the name of the First Party to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the development of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in the New Building or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the Building Plan and laws affecting the same as they may be advised by their Architects or directed by the Kolkata Municipal Corporation or other authorities.

5.10 **Time for Construction:** Subject to the First Party complying with its obligations mentioned in clause 4.2 hereinabove within the period stipulated therefor, the Second Party shall construct the New Building and obtain the Completion/Occupancy Certificate in respect thereof from the



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Kolkata Municipal Corporation within 48 (forty eight) months from the date of execution hereof. The New Building shall be deemed to be complete upon the Second Party completing construction of the same as per the agreed Specifications and the issuance of the completion certificate by both the Architects and the Kolkata Municipal Corporation in respect thereof. It is admitted and acknowledged by the Second Party that in case due to the Second Party not making timely payment of the amount agreed to be paid to the said Auto Distributors Limited under clause 4.1(b) above and due to such reason the First Party fails to comply with its obligations under clause 4.2 above then and in such event the Second Party shall not be entitled to any extension for constructing the New Building agreed to be constructed by it within 48 months as aforesaid.

- 5.11 **Cost of Construction of the New Building:** It is expressly agreed and made clear that (i) save the costs mentioned in clauses 5.2(b) and 5.6(b) above and (ii) save 70% of the fees if incurred by the Second Party pursuant to the proviso to clause 5.2(e) above, the First Party shall not be liable to contribute or pay any fees charges and costs towards the construction or development of the New Building thereat.

6. MARKETING, PRICING AND TRANSFER OF SALEABLE AREAS:

- 6.1 **Marketing and Pricing:** The Second Party shall lead and be primarily responsible for the marketing of the entire Saleable Areas in the New Building, i.e. to say (i) advertise and publicize via all medias, put hoardings, print and distribute pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all other acts deeds and things required for the marketing of the Saleable Areas in the New Building to sell the same to Intending Buyers. All costs and expenses for marketing of the Project shall be exclusively borne and paid by the Second Party. The base-rate for sale of the Saleable Areas shall be mutually fixed by the Second Party and the First Party mutually from time to time keeping in view the market-demand and market-prices in the vicinity and shall be reviewed every three months.
- 6.2 **Brokerage:** The Parties have agreed that a fixed sum of 02% (two percent) of the sale price shall be payable as brokerage to marketing agents for mediating sale of the Saleable Areas at an appropriate time after receipt of the booking amount from the Intending Buyers. Such






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brokerage shall be shared by the First Party and the Second Party in the Gross Revenue Sharing Ratio out of the Realizations.

6.3 **Transfer:** The sale and transfer of the Saleable Areas shall be carried out and conducted by the Parties jointly on the following terms and conditions:

- (i) **Bookings and Allotments:** The Second Party alone shall accept bookings and make allotments in respect of any Unit, Parking Space or other Saleable Areas in favour of any Intending Buyer at the rates mutually fixed by the Parties from time to time and to cancel revoke or withdraw the same if the situation so warrants according to the Second Party.
- (ii) **Execution of Agreements for Sale and Deeds of Conveyance:** All agreements, nomination agreements, supplemental agreements, deeds of conveyance, rectification deeds, etc. relating to sale of the Saleable Areas shall have both the First Party and the Second Party as Parties and the representatives of the First Party and the Second Party shall execute and register the same in favour of Intending Buyers.
- (iii) **Deeds of Conveyance:** It is expressly agreed between the Parties that the Deeds of Conveyance in respect of Saleable Areas shall be executed and registered in favour of the Intending Buyers only after the Second Party obtains the completion/occupancy certificate in respect of the entire New Building from the Kolkata Municipal Corporation.
- (iv) **Scheme of Sale and Transfer:** The proportionate share in the land of the said Premises attributable to the concerned Saleable Areas shall be sold conveyed and transferred by the First Party and the built-up/constructed areas and other rights, title or interest in the Project shall be transferred jointly by the First Party and the Second Party by documents which shall be prepared by the Project Advocates in consultation with the First Party and the Second Party.
- (v) **Sale and Transfer to be free from all encumbrances:** The sale of the Saleable Areas (including the land comprised in the said Premises or any share thereof as being property appurtenant to any Saleable Area) in favour of Intending Buyers shall be free from encumbrances created made done or suffered by the First Party or the Second Party and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Intending Buyer taking housing loan) if so found to be affecting such Saleable Area shall be

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promptly and diligently cleared by the Party responsible for the same.

- (vi) **Documentation:** All booking forms, agreements, contracts, nomination deeds, sale deeds, rectification deeds and other documents for sale of the Saleable Areas in the New Building shall be prepared and finalized by Project Advocates. However, the Parties may seek clarifications and give suggestions on such documents for consideration of the Project Advocates.

7. PROJECT BANK ACCOUNT, REALIZATIONS AND ACCOUNTING:

7.1 **Project Bank Account:** The Parties have agreed that the Second Party shall open a current account with a Bank (preferably a Bank which pays interest on the amounts lying credited in such account to its customers) and the same shall be in the name of **P S Group Realty Private Limited A/c Poddar Chowringhee** and shall be operated by the Second Party and all Realizations, being the sale proceeds, consideration, advances and other incomings received from the sale of the Saleable Areas or any part thereof or in any way relating to the Project (other than the Extras, Deposits and Goods and Services Taxes mentioned in Clause 8 hereunder) shall be deposited in such specified bank account.

- (a) All Intending Buyers shall be required to be and shall be directed to make payments of the Realizations receivable from the Intending Buyers against sale of the Saleable Areas by issuing all cheques, Pay Orders and other negotiable instruments only in the name of the said Project Bank Account and in the event of the Intending Buyer willing to make payment by NEFT, RTGS or like mode, they shall also be required to be and shall be directed to make such payments by such mode only to the Project Bank Account and all booking forms, agreements for sale and other relevant documents for the purpose shall specify the requirement of payment of the Realizations by the Intending Buyers in the name of or to the Project Bank Account as aforesaid.
- (b) All cheques/pay orders/demand drafts and other negotiable instruments received or payments received by NEFT, RTGS or like mode in respect of the said Realizations shall be received by Second Party for the purpose of distribution in the Gross Revenue Sharing Ratio in the manner mentioned hereinafter.

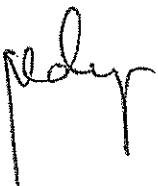
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- (c) All receipts for the payments received by the Second Party as aforesaid shall be issued by the Second Party and the same shall be binding on the First Party and shall be a valid discharge to the persons making such payment.
- (d) The Second Party shall every fortnightly submit the statements of the said Project Bank Account to the First Party to make the accounting transparent and the First Party shall be entitled to check, cross check and/or verify such statements.

7.2 **Distribution of Realizations:** All Realizations shall be distributed between the First Party and the Second Party in the following manner:

- (i) A sum equivalent to **2.00% (two percent)** of the Realizations shall be transferred to the Second Party to meet the payments on account of Brokerage as mentioned in Clause 6.2 above.
- (ii) After transfer of the amounts for the purposes mentioned in Clause (i) immediately preceding, (a) **28% (twenty eight percent)** of the Realizations received between the 1st day and the 15th day (both days inclusive) of any English calendar month alongwith interest, if any accrued thereon shall be distributed between the First Party and the Second Party in the Gross Revenue Sharing Ratio within the next 3 (three) days and likewise 28% of the Realizations received between the 16th day and the last day (both days inclusive) of any month alongwith interest, if any accrued thereon shall be distributed between the Parties hereto in the same Gross Revenue Sharing Ratio within the next 3 (three) days and (b) as per the provisions of the said Act the balance **70% (seventy percent)** of the Realizations shall be transferred to another designated current account with any bank (preferably a Bank which pays interest on the credit balances lying thereat as mentioned above) and the same shall be opened in the name of **P S Group Realty Private Limited A/c Escrow Poddar Chowringhee** and operated by the Second Party (hereinafter referred to as "the **Designated Bank Account**").
- (iii) With regard to the distribution of the **70% (seventy percent)** of the Realizations transferred to the Designated Bank Account




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between the parties hereto, it is expressly agreed between the Parties that (a) the Second Party shall make all efforts to take necessary permission/approvals from the concerned authority under the said Act to withdraw therefrom the maximum amount inasmuch as for this Project the amount asked for to be kept in a separate bank account as per the provisions of the said Act is much higher than the required cost of construction of the New Building and (b) the Second Party shall fortnightly pay to the First Party a sum equivalent to 70% (seventy percent) of all amounts withdrawn or permitted to be withdrawn as aforesaid from the Designated Bank Account or debited to the Designated Bank Account by the Second Party for construction of the New Building or for any other uses within the period mentioned in clause 7.2(ii) immediately preceding (e.g. if a sum of Rs.1 lakh is withdrawn from or debited to the Designated Bank Account by the Second Party in a fortnight, the Second Party shall be liable to pay a sum of Rs.70,000/- to the First Party from its other resources within the period mentioned in clause 7.2(ii) immediately preceding).

- 7.2.1 It is admitted and acknowledged by the Parties that the distribution of 30% of the Realizations mentioned in clauses 7.2(i) and 7.2(ii) above and balance 70% of the Realizations mentioned in clause 7.2(iii) above has been agreed in view of the provisions as such contained in the said Act and in the event of there being any relaxation with regard to the distribution of the realization by way amendment in the said Act or otherwise then and in such event the distribution shall be done in accordance therewith and within the time frame mentioned herein.
- 7.2.2 All benefits of interest accruing on the amounts lying credited in the Project Bank Account or the Designated Bank Account shall be shared and distributed between the First Party and the Second Party in the Gross Revenue Sharing Ratio.
- 7.3 All Extras, Deposits and GST charged to the Intending Buyers shall be received by the Second Party separately as mentioned in Clause 8 hereunder and the Second Party shall not be required to deposit the same in the Project Bank Account or the Designated Bank Account.



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7.4 **Cancellation of Booking:** In case of cancellation of any booking or agreement for sale of any Intending Buyer in respect of any Saleable Area, both the First Party and the Second Party shall be liable to refund either the entire or part of the advances/part payments received by them from such Intending Buyer as per the contract and within the period agreed under the contract. In case of delay in refund of such advances/part payments by either Party, the Party in default shall be liable to pay interest @15% per annum on such dues. Any amount forfeited from the Intending Buyer due to cancellation of any booking or agreement for sale shall be shared and distributed between the Parties in the Gross Revenue Sharing Ratio after adjustment of brokerage if so paid to any marketing agent/person for such transaction.

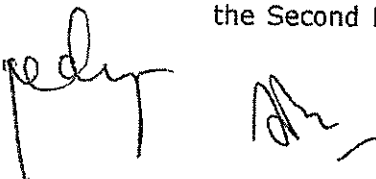
7.5 **Accounting of Gross Revenue:** The accounting with regard to the Gross Revenue/Realizations in respect of the Project shall be done quarterly by the Second Party. The First Party shall be entitled to inspect the records of statements of the Project Bank Account and the Designated Bank Account and to take extracts and abstracts therefrom as the First Party may deem fit and proper.

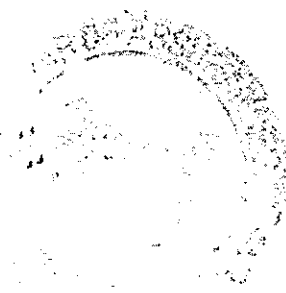
(a) All bank statements of the Project Bank Account and the Designated Bank Account and records with regard to sale of the Saleable Areas shall be kept at the corporate office of the Second Party at 1002, Eastern Metropolitan Bye Pass, Kolkata.

(b) The final accounting of the Gross Revenue/Realization and its distribution in respect of the Project shall be completed within 03 (three) months of completion of the New Building and sale of all the Saleable Areas thereat or earlier if the parties mutually agree and all amounts and balances, if any lying in the Project Bank Account and the Designated Bank Account shall be distributed in the Revenue Sharing Ratio and in the event if it is found that any party has withdrawn amounts more than its entitlements, such party shall pay to the other party its entitlement forthwith.

8. **EXTRAS, DEPOSITS AND GST:**

8.1 **Extras:** In addition to the price of units comprised in the Saleable Areas, the Second Party shall be entitled to charge the Intending Buyers of the





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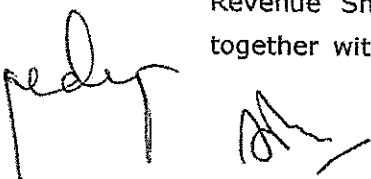
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Saleable Areas certain expenses concerning the Project mentioned under the heading 'Extras' in the **SECOND SCHEDULE** hereunder written.

- 8.2 **Deposits:** The Second Party shall also be entitled to take deposits from the Intending Buyers on certain heads to secure itself in regard to the obligations and liabilities of the Intending Buyers mentioned under the heading "Deposits" in the **SECOND SCHEDULE** hereunder written.
- 8.3 **GST:** The Goods and Services Tax ('GST') charged to and received from the Intending Buyers shall be transferred in a separate bank account to be operated by the Second Party to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable to and received from the Intending Buyers in addition to GST then the same shall also be transferred to such separate account. The Second Party shall make timely payment of GST and other taxes collected from the Intending Buyers to the concerned authority.
- 8.4 It is expressly agreed between the Parties that any amount received from the Intending Buyers on account of Extras, Deposits or GST shall be received by the Second Party separately and by separate cheques and the Second Party shall not route such payments through the Project Bank Account or the Designated Bank Account and that all such payments shall be appropriated and accounted for separately by the Second Party without being required to furnish any account to the First Party with regard thereto.
- 8.5 Upon completion of construction of the New Building and formation of the association of the Intending Buyers, the Second Party shall transfer the Deposits lying with it to such association of the Intending Buyers.

9. **UNSOLD AREAS:**

- 9.1 All Saleable Areas, in respect of which no bookings and/or agreement for sale are made within 30 days of the completion of construction of the New Building and issuance of the completion certificate by the Kolkata Municipal Corporation (herein defined and referred to as "**Unsold Areas**") shall be identified and allocated by and between the Parties hereto amongst themselves within 30 days thereafter on the basis of the Gross Revenue Sharing Ratio {i.e. 70% of the Unsold Areas as identified together with the proportionate undivided share in the land of the said

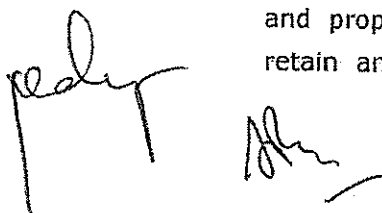




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Premises and in the Common Areas and Installations attributable thereto shall be allocated to the First Party (hereinafter referred to as "the **First Party's Areas**") and 30% of the Unsold Areas as identified together with the proportionate undivided share in the land of the said Premises and the Common Areas and Installations attributable thereto shall be allocated to the Second Party (hereinafter referred to as "the **Second Party's Areas**"). Such separate allocation shall be done on pari-passu basis (having regard to location, floor, nature of use, etc.) and in a manner so that there is no extra advantage arising therefrom to either the First Party or the Second Party.

- 9.2 All Extras and Deposits mentioned in clauses 8.1 and 8.2 above in respect of the First Party's Areas in the New Building shall be the liability of the First Party and those in respect of the Second Party's Areas shall be liability of the Second Party and the same shall be paid forthwith on identification and allocation of the respective areas of the Parties hereto.
- 9.3 Further, the First Party shall bear and pay the maintenance charges and other outgoings in respect of the First Party's Areas and those payable in respect of the Second Party's Areas shall be borne and paid by the Second Party.
- 9.4 In case of separate identification and allocation of the Unsold Areas as stipulated in Clause 9.1 hereinabove, the Parties have agreed that:
- (a) The First Party's Areas shall absolutely belong to the First Party and the Second Party's Areas shall absolutely belong to the Second Party.
 - (b) All agreements and stipulations of this Agreement with regard to the marketing and sale of the Saleable Areas by the Second Party, deposit of the Realizations in Project Bank Account and appropriation and distribution of the Realizations shall insofar as the Unsold Areas are concerned, will not be applicable.
 - (c) The First Party shall be entitled to sell and transfer the First Party's Areas independent of the Second Party to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Second Party and/or to retain and own the same for its sole benefit and likewise the





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Second Party shall be entitled to sell and transfer the Second Party's Areas independent of the First Party to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the First Party and/or to retain and own the same for its sole benefit.

- (d) All agreements, sale deeds and other documents required to be executed for sale of the respective identified Unsold Areas of the First Party and the Second Party or for retaining and owning the same respectively by the Parties hereto shall be caused to be prepared by the First Party and the Second Party through the Project Advocates and both the First Party and the Second Party shall incorporate and ensure fulfillment and compliance of all restrictions obligations conditions and covenants contained herein and as be adopted by the Second Party for the user and maintenance of the New Building and for the other Common Purposes. Both the First Party and the Second Party shall be entitled to seek clarification and give suggestions on the documents so prepared by the Project Advocates.
- (e) The First Party and the Second Party shall execute and register all necessary documents required prepared by the Project Advocates as aforesaid for owning and having absolutely their respective areas out of the Unsold Areas and/or for selling and conveying the same to the respective buyers thereof without raising any objection.
- (f) Simultaneously with the identification and separate allocation of Unsold Areas, the First Party shall execute and/or register a power of attorney in favour of the Second Party and/or its nominee for or relating to sale of the Second Party's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Second Party and similarly the Second Party shall execute and/or register a power of attorney in favour of the First Party and/or its nominee for or relating to sale of the First Party's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the First Party. It is clarified that granting the such powers of attorney shall not absolve the Parties hereto of their respective obligations to personally



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ADDITIONAL REVENUE
OF ASSURANCE

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execute and register the documents mentioned in Clause (e) immediately preceding.

10. REVIEW OF PROGRESS OF THE PROJECT:

10.1 After sanction of Building Plan, the Parties shall hold quarterly meetings at the said Premises or at a place mutually decided by the Parties to review the progress of construction as per the agreed Specifications and the Building Plan and to review the accounting and distribution of revenue from the Project.

11. COMMON PURPOSES AND TITLE DEEDS:

11.1 As a matter of necessity the First Party and the Second Party and all Intending Buyers deriving right title or interest from them shall in occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time put in force by the First Party and the Second Party for the quiet and peaceful use enjoyment and management of the New Building and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges, and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the New Building and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Second Party for the New Building.

11.2 The Second Party shall form an Association of the persons who have purchased Units in the New Building for the operation maintenance and management of the Common Areas and Installations and other Common Purposes and until such time as such Association is formed, the Second Party or its nominee shall be responsible to and look after such activities.

11.3 The First Party shall keep the original title deed dated 30th September 1988 of the said Premises in its safe custody un-obliterated and un-cancelled and in no event shall create any charge, mortgage or third party interest against the same. The Second Party shall be entitled to have



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OF ASSURANCE

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inspection and/or production of such original title deeds before any of the authorities, banks or Intending Buyers and in such cases the First Party agrees to produce the same.

- 11.4 Upon completion of construction of the New Building and sale of all Saleable Areas in entirety and formation of the association of Intending Buyers thereof, the original title deed dated 30th September 1988 of the said Premises shall be delivered by the First Party to such association of the Intending Buyers PROVIDED THAT in the event there remains any Unsold Areas in the New Building and the same is retained by the First Party then the First Party shall be entitled to continue to have custody of such original title deed dated 30th September 1988 subject however to applicable laws.

12. MUTUAL COVENANTS:

- 12.1 The Parties do hereby agree and covenant with each other to render necessary co-operation to the other Party at all stages of the Project.
- 12.2 The First Party doth hereby further agree and covenant with the Second Party not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon the said Premises or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with the in terms hereof.

13. OTHER OBLIGATIONS OF THE SECOND PARTY:

- 13.1 The Second Party agrees, covenants and undertakes to carry out the construction of the Project at its own risks and liability and without in any manner affecting the right, title and interest of the First Party into and/or upon the said Premises and the construction thereat and to also comply with the following:
- (a) obtain registration of the Project under and comply with all the provisions of the said Act or any other laws applicable to the Project and shall keep the First Party fully saved harmless and indemnified from any kind of violations or defaults thereof;
 - (b) obtain necessary insurance policy (from a reputable insurance company) to keep the New Building insured and to keep the First






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- Party and its directors saved, harmless and indemnified from and against all claims demands actions and proceedings by third parties in connection with the execution and implementation of the Project;
- (c) maintain proper security of the said Premises (except of the Temporary Showroom Space) and also the goods, articles, equipments etc. lying thereat with effect from the date of the First Party and the Tenants vacating the said Premises (save the Temporary Showroom Space);
 - (d) keep the said Premises free from any kind of encroachments;
 - (e) keep the First Party fully informed and provide all details about the closure/finalization of any negotiations and/or transactions with any Intending Buyer in respect of any part or portion of the Saleable Areas;
 - (f) provide the First Party fortnightly statements about the Gross Revenue generated from sale of the Saleable Areas.

14. FORCE MAJEURE:

- 14.1 The Parties shall not be held responsible for any consequences or liabilities under this Agreement if any of the Party is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (i) acts of god (ii) acts of nature such as earthquake, storm, lightning, flood, etc. (iii) acts of war (iv) fire (v) insurrection (vi) terrorist action (vii) civil unrest (viii) riots (ix) any notice, order of injunction, litigation, attachments, etc., not occasioned at the instance or due to any laches, negligence, omission or act of the Party committing the default (x) any rule or notification of the government or any other public authority and (xi) any act of government such as change in legislation or enactment of new law or restrictive laws or regulations. However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall immediately inform the other Party in writing.

15. DEFAULTS:

- 15.1 In case the Second Party fails and/or neglects to obtain sanction of the Building Plan within the period stipulated in Clause 5.2(c) hereinabove, then the Second Party shall be entitled to a grace period of 03 (three) months and in case the Second Party still fails to comply with its said obligations during such grace period, the Second Party shall be liable to

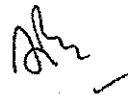
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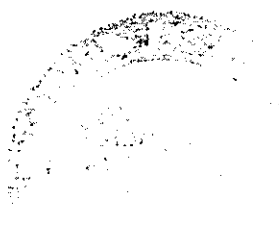
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pay pre-determined liquidated damages of Rs.12,500/- (Rupees twelve thousand five only) per diem to the First Party for the period of delay. In the event such delay exceeds a period of 03 (three) months after expiry of the grace period of 03 (three) months then the First Party shall be entitled to terminate the contract and all development rights, powers and authorities granted to the Second Party hereunder shall forthwith seize.

- 15.2 In case the Second Party fails and/or neglects to complete the construction of the New Building and obtain the completion certificate from the Kolkata Municipal Corporation in respect thereof within the period stipulated in Clause 5.10 hereinabove, the Second Party shall be liable to pay to the First Party interest @12% (twelve percent) per annum on the amount pertaining to the First Party's Share of Gross Revenue that remains unrealized due to such delay against sale of Saleable Areas already agreed to be sold by that time as pre-determined liquidated damages. Further, the Second Party shall also be responsible for all claims and demands of the Intending Buyers and shall be liable to keep the First Party saved harmless and indemnified from any loss damage cost action or proceeding as may be suffered by the First Party due to such delay.
- 15.3 In case either Party hereto is wound-up, liquidated, declared insolvent or bankrupt or breaches the terms and conditions laid down in clause 17.8 below, the other Party shall be entitled to terminate the contract envisaged herein and either Party shall be entitled to refer the matter for arbitration and seek relief and damages against the other before the arbitral tribunal.
- 15.4 In the event of termination of this contract for the reasons mentioned in clause 15.1 above, then the First Party shall be liable to pay to the Second Party the entire shifting costs and charges paid by the Second Party for causing the said Tenant Auto Distributors Limited to vacate his tenanted portion (without interest) within 30 days of such termination.
- 15.5 All damages and penalty on account of interest ascertained in these presents have been mutually fixed by the Parties hereto and the Parties declare that the same are just and reasonable and neither Party shall be entitled to question or dispute the same in future.





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OF ASSURANCE

- 2 NOV 2019

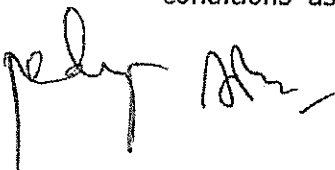
- 15.6 The Parties have expressly agreed that neither Party shall be entitled to claim losses from the other Party on account of loss of business, anticipated loss of profits, loss of goodwill, etc.
- 15.7 Nothing contained hereinabove shall affect the right of either party to sue the other for specific performance of this contract and/or damages.

16. INDEMNITY:

- 16.1 Both the parties shall indemnify and keep the other party saved harmless and indemnified of and from all or any loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

17. MISCELLANEOUS:

- 17.1 All municipal rates taxes and other outgoings payable in respect of the said Premises up to the date of the First Party vacating and causing the Tenants to vacate the said Premises (except the Temporary Showroom Space) shall be paid borne and discharged by the First Party AND all such taxes and outgoings accruing due in respect of the said Premises from the date of such vacating till the date of the Intending Buyers of the Saleable Areas becoming liable for payment of the same shall be borne and paid by the Second Party. Further, with effect from the date of completion certificate being issued in respect of the New Building, the Parties shall respectively bear all such municipal rates taxes and other outgoings in respect of their respective allocations of the Unsold Areas, if any.
- 17.2 The Intending Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.
- 17.3 The First Party doth hereby agree and confirm that, after obtaining sanction of the Building Plan by making payment of the sanction fees, the Second Party shall be entitled to obtain finance upto a maximum limit of Rs.10,00,00,000/- (Rupees ten crore only) from banks, nbfc, private equity fund and/or the financial institutions upon such terms and conditions as may be required by the Second Party in respect of and



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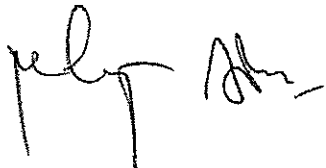
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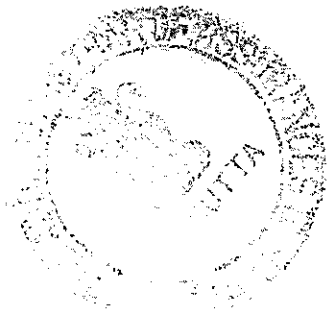
- 2 NOV 2018

exclusively for the construction of the New Building by charging upto 30% of the Gross Revenue receivable by the Second Party. The finance so raised by the Second Party shall be exclusively used for the purpose of construction of the New Building and not otherwise. The First Party shall extend necessary cooperation to the Second Party for obtaining such construction finance and execute and/or register all documents in connection therewith and agrees to deposit the original title deed of the said Premises by way of equitable mortgage if so required by the bank or financial institution PROVIDED THAT 70% of the Gross Revenue receivable by the First Party shall not be charged in any manner and the First Party shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. The Second Party alone shall be liable for repayment of the loans or any consequence of default in such repayment.

- (a) In case owing to any loans or finances obtained by the Second Party as aforesaid, the First Party suffers any losses damages actions claims demand or proceedings due to any non repayment or delay in repayment by the Second Party or due to any other consequence of delay or default of the Second Party in respect of such loan or liability whatsoever, the Second Party shall indemnify and keep the First Party fully saved harmless and indemnified in respect thereof.
- (b) Within 03 (three) months from the date of construction of the New Building by the Second Party and the issuance of the Occupancy/ Completion Certificate by the Kolkata Municipal Corporation in respect thereof, the Second Party shall be obligated to get the original title deed of the said Premises released from the concerned lender, if the same is caused to be deposited by the Second Party from the First Party with the lender and handover the same to the First Party or the association of the Intending Buyers as per applicable laws.

17.4 In case any additional area beyond what has been sanctioned for the said Building Plan is permitted to be constructed at the said Premises, due to changes in any law, rules, regulations or bye-laws or otherwise, the Gross Revenue realized from sale and transfer of such additional construction and all appertaining right title and interest therein and in the said Premises shall accrue to and belong to the First Party and the Second





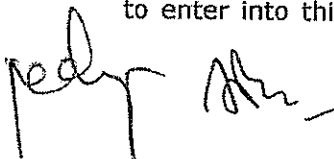
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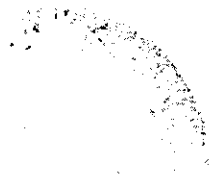
ADDITIONAL
OF ASSURANCE

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Party in the same Gross Revenue Sharing Ratio of 70%:30% respectively and such additional construction shall be developed on the same principles herein contained. In this regard, it is reiterated that all fees costs and expenses for sanction and construction of such additional area beyond what is sanctioned under the said Building Plan shall be borne and paid by the Second Party alone PROVIDED THAT if any fees is payable to the Kolkata Municipal Corporation to have such additional area beyond what is sanctioned under the said Building Plan (like the additional fees payable to avail the benefits of additional FAR under the provisions of the existing Rule 69A of The Kolkata Municipal Corporation Building Rules, 2009) then such fees shall be borne and paid by the First Party alone.

- 17.5 The carpet area, built-up area and super built-up area of all the Units in the New Building, shall be such as be determined by the Architects.
- 17.6 The name of the New Building shall be mutually decided by the Parties hereto.
- 17.7 One group company each of Mr. Surendra Kumar Dugar of the Second Party and Mr. Subir Poddar of the First Party shall be entitled to put neon-sign, sign boards or signage on the roof of the over-head water tanks and lift machine rooms of the New Building.
- 17.8 The Second Party hereby undertakes that without prior written consent of the First Party, the Second Party shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whatsoever. Likewise the First Party hereby undertakes that without prior written consent of the Second Party, the First Party shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whatsoever. Further, Mr. Pradip Chopra, Mr. Prashant Chopra, Mr. Surendra Kumar Dugar, Mr. Sourav Dugar, Mr. Gaurav Dugar and their respective family members shall continue to hold at least 51% shareholding of the Second Party company and shall not dilute the same below 51% under any circumstances AND the existing shareholding pattern of the First Party shall not be changed without the consent of the Second Party in writing.
- 17.9 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it





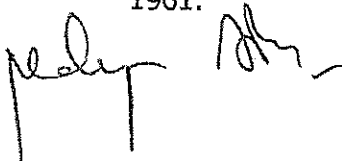
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has and covenants that it shall continue to have full right and authority to perform its obligations hereunder. The signatories of each party represent and warrant that they have full right and authority to execute this Agreement on behalf of each such party.

- 17.10 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 17.11 The failure of either party to insist upon performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for exercise of such term, provision, option, right or remedy in future, and the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 17.12 This instrument constitutes the entire agreement between the parties as to the said Premises and/or the subject matter hereof and supersedes all previous writings, if any, with respect thereto.
- 17.13 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.
- 17.14 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument. The cost of stamp duty, registration fees and miscellaneous charges for registration of this Agreement shall be borne and paid by the Second Party. The original of this Agreement shall be kept in the custody of the Second Party.
- 17.15 Nothing contained herein shall be construed to create a partnership between the Parties under the Indian Partnership Act, 1932 or an Association of Persons between the Parties under the Income Tax Act, 1961.



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18. NOTICE AND AUTHORITY:

18.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the Parties on the other shall be deemed to have been served if served by email/registered post/speed post with acknowledgment due at the address of the other Party mentioned below or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post/speed post without the same being served:

To the First Party:

Mr. Subir Poddar/Mr. Shree Vardhan Poddar
Subir Udyog Limited
36C/1 Chowringhee Road,
Kolkata-700071
E-mail: subir@poddargroup.co

To the Second Party:

Mr. Surendra Dugar/Mr. Gaurav Dugar
P S Group Realty Private Limited
'The Address', Front Block, 1002 E.M. By Pass,
Police Station Pragati Maidan and Post Office
Dhapa, Kolkata-700105
E-mail: surendra@psgroup.in

18.2 None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid:

18.3 For convenience amongst the First Party and the Second Party it has been agreed that Mr. Subir Poddar or Mr. Shree Vardhan Poddar shall be deemed to be the authorized representative for and on behalf of the First Party for all purposes connected with the Project and that Mr. Surendra Kumar Dugar and Mr. Gaurav Dugar shall be deemed to be the authorized representative for and on behalf of the Second Party for all purposes connected with the Project.

19. ADJUDICATION OF DISPUTES: In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement or in any way connected with the Project, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, and in case they fail to resolve the same within 30 days, either Party may refer the disputes for sole arbitration of



ADDITIONAL RECEIPT
OF ART. NO. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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Mr. Jugal Kishore Khetawat residing at 'Bel Air', 23rd floor, 9A Alipore Park Place, Kolkata-700027. In the case of Mr. Jugal Kishore Khetawat failing to act as arbitrator, then, the Parties shall mutually appoint a sole arbitrator within 30 days failing which one arbitrator each will be nominated by each Party, and the two nominated arbitrators shall appoint the third arbitrator. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, shall be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.

- 20. JURISDICTION:** Only the Hon'ble High Court at Calcutta and the Courts having territorial jurisdiction over the said Premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

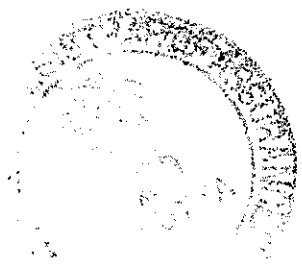
THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

ALL THAT piece or parcel of revenue redeemed land containing upon actual survey and measurement an area of 24 Cottahs 12 Chittacks 15 Square feet more or less (but documents of title said to contain an area of 25 Cottahs more or less) situate lying at and being Premises No.36C/1, Chowringhee Road, Kolkata, Pin code - 700071, under Police Station Shakespeare Sarani, Post Office Park Street, within Ward No. 63 of the Kolkata Municipal Corporation, within the jurisdiction of the Additional Registrar of Assurances-II, Kolkata, Holding No. 10, Block No. 18 in the South Division of Kolkata, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

- On the **North** : Partly by Premises No.36C, Chowringhee Road and partly by premises No.36D, Chowringhee Road;
 On the **South** : Partly by premises No.37 Chowringhee Road and partly by premises No. 4 Anandilal Poddar Sarani;
 On the **East** : By Premises No. 36D, Chowringhee Road;
 On the **West** : By municipal road known as Chowringhee Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.



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ADDITIONAL REGISTER
OF ASSURANCE II, III

- 2 NOV 2018

Be It Mentioned That the total built up area of the buildings and sheds at the said Premises is 8000 Square feet more or less.

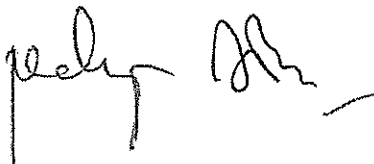
THE SECOND SCHEDULE ABOVE REFERRED TO :
(Extras and Deposits)

EXTRAS shall include:

- (a) costs charges and expenses for the Second Party carrying out any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in the Unit of a buyer in addition to specifications agreed to be provided therein;
- (b) costs charges and expenses for providing any facility or utility or installing any amenity for common use, in addition or up-gradation to those mentioned in the Specifications.
- (c) fees, costs, charges and expenses (including service charges and like) payable to CESC Ltd. for obtaining power connection in and for the said Premises either by High Tension or Low Tension supply, including costs of transformer, switch gear, cable trench, sub-station and the like and their installations) and costs of electric meter.
- (d) security deposit and all additional amounts or increases thereof payable to the CESC Limited or other electricity service provider obtaining power connection in the Unit of the Buyer.
- (e) costs, charges and expenses for purchasing one or more generators and like other power back-up apparatus and all their accessories for the New Building.
- (f) costs, charges and expenses for installing VRV/VRF air-conditioning in and for the units comprised in the Saleable Areas;
- (g) legal documentation charges;
- (h) Cost of formation of service maintenance company/society/association;
- (i) GST and like taxes on the aforesaid Extras.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Sinking Fund.



ADDITIONAL REGISTRAR
OF ASSURANCE, ...
- 2 NOV 2019

(Note: The unadjusted Deposit Amounts shall be transferred to the Association to be formed for the Common Purposes)

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

EXECUTED AND DELIVERED on behalf of the withinmentioned **FIRST PARTY**, by its Director Mr. Subir Poddar pursuant to the Board Resolution passed on 13.08.2018 at Kolkata in the presence of:

For SUBIR UDYOG LTD.

Subir Poddar
Director.

Pankaj Shroff
Advocate
High Court
Calcutta

Hriday Kant Mishra
36/11, Chowringhee Road
Kolkata-700071

EXECUTED AND DELIVERED on behalf of the withinmentioned **SECOND PARTY**, by its Director Mr. Surendra Dugar pursuant to the Board Resolution passed on 12.09.2018 at Kolkata in the presence of:

PS GROUP REALTY PVT. LTD.

Surendra Dugar
Director

Pankaj Shroff
Advocate

Dhiraj Setha
1002 24 Bypan
Kolkata-700005

Drafted by me:-

Ankit Shroff

Ankit Shroff, Advocate
C/o. Pankaj Shroff & Company, Advocates
4, Government Place (North)
8th floor, Kolkata-700001
Enrolment No. F/66/2008

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ADDITIONAL REGISTRAR
OF ASSURANCE - KERALA

- 2 NOV 2019

Annexure 'A'

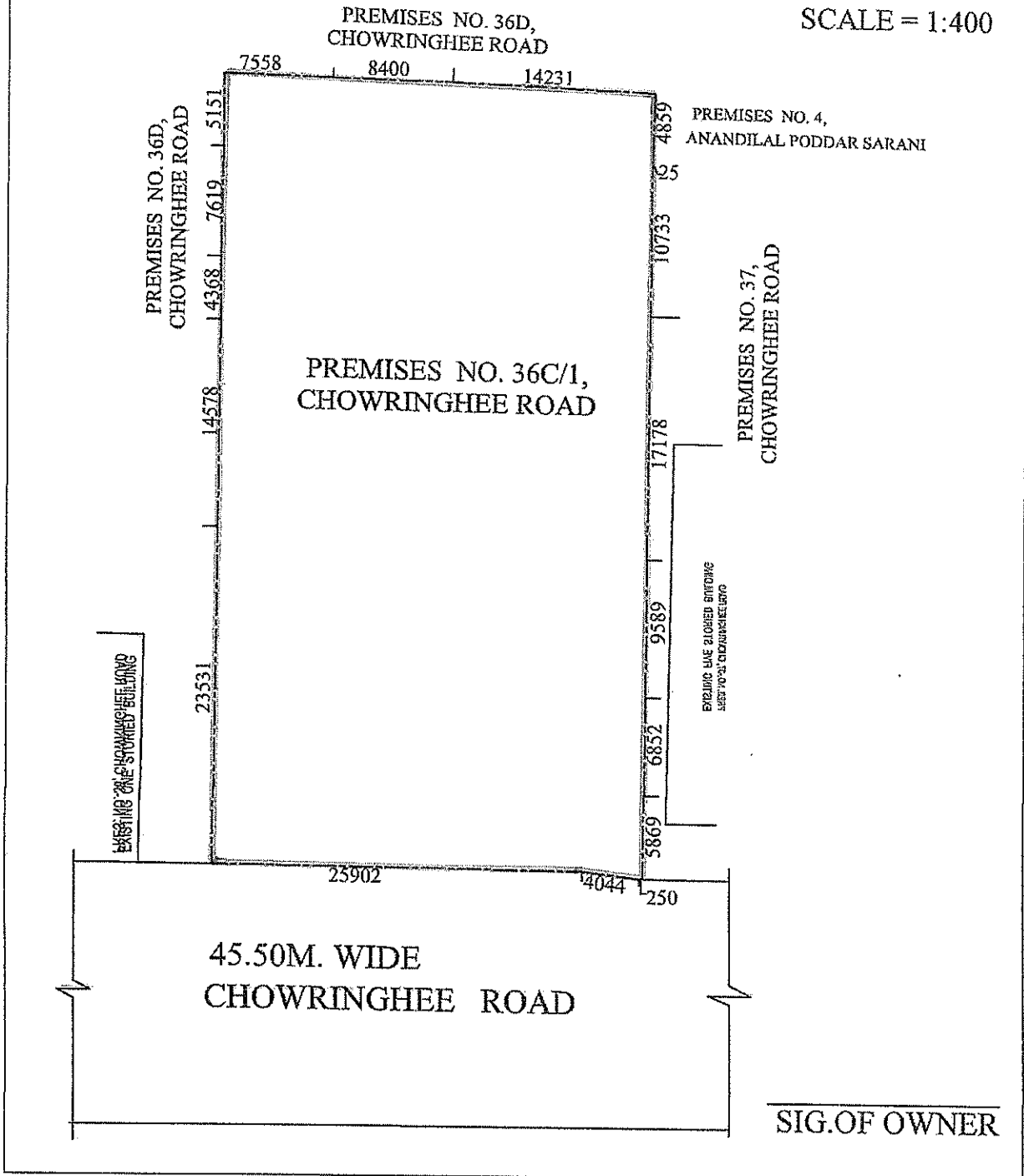
**SITE PLAN OF PREMISES NO. 36C/1, CHOWRINGHEE ROAD
KOLKATA - 700071 , WARD NO. - 063, BOROUGH- VII**

AREA OF LAND (25 K.=18000 SQ.FT.) = 1672.24 SQ.M.
(AS PER DEED)

AREA OF LAND (24 K. - 12 CH. - 15.46 SQ.FT.) = 1656.97 SQ.M.
(AS PER PHYSICAL MEASUREMENT)



SCALE = 1:400



For SUBIR UDYOG LTD.

Alodan
Director.

PS GROUP REALTY PVT. LTD.

Sumit Kumar Singh
Director

Director



ADDITIONAL RESEARCH
OF ASSURANCE DATA
- 2 NOV 2018

ANNEXURE 'B' TO THE AGREEMENT DATED 15.10.2018
(Specifications)

FOUNDATION: RCC Pile Foundation.

STRUCTURE: Earthquake resistant Reinforced Concrete Cement (RCC) framed structure with seismic compliance as per IS Code.

ELEVATION: Modern elegant elevation finished with branded high-quality tempered glass for heat reduction along with combination of texture paint and louvers.

ELEVATORS: Two Automatic Lifts of MITSHIBUSHI (13 passengers) each with Stainless Steel Doors and Cabin or equivalent in case of non-availability.

SERVICE ELEVATOR: One Automatic Lift of SCHINDLER (13 passengers) each with Stainless Steel Doors and Cabin or equivalent in case of non-availability.

FLOORING:

- Ground Floor Lobby - Imported Marble
- Units - Premium Quality Vitrified Tiles.
- Toilets - Premium Quality Antiskid Vitrified Tiles.
- Roof - Antiskid Vitrified Tiles after waterproofing.
- All store floors to be properly water proofed.
- Stair Case- Granite

DOORS & WINDOWS :-

- **UNIT MAIN DOOR :** ~~Electronic~~ Rolling Shutter.
- **BATHROOM DOORS :** Flush Door with one side Teak Veneer and laminate on the other side.
- **WINDOWS:** Imported Branded Windows matching with the elevation.

WALL FINISH AND INTERIORS :-

- Gypsum Plaster finish on all interior walls.
- Common areas will be painted with Acrylic Emulsion Paint.
- All floor lobbies to be finished with decorative ceiling and Imported Italian Marble Flooring and Granite paneled lift façade.
- Anti-termite, treatment on land and building plinth.

ELECTRICAL:

- Premium Quality concealed copper wiring till main DB with premium quality MCB's.

STORE :

- Hot and cold water line.
- Exhaust fans.

Handwritten signatures:

7



[Handwritten signature]
ADDITIONAL SECRETARY
OF ASSURANCE, KEMENKES
- 2 NOV 2019

BATHROOM :-

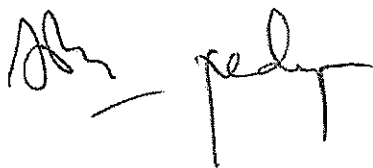
- Premium Quality Vitrified tiles upto Full height.
- Grohe/Kohler fittings in all the bathrooms.
- High Quality Light coloured Kohler or equivalent sanitary ware.
- Exhaust fans in bathrooms.
- Water proofing.

GENERAL FACILITIES:-

- Intercom facility in each unit with closed circuit T.V. for communication between main lobby, gate and units.
- DTH/Cable connection in all units.
- Modern Fire fighting equipments as per recommendations of WBF&ES.
- 100% Power Back-up for common areas and facilities.
- Main lobby at the ground floor to be air-conditioned (Daikin/Toshiba/Mitsubishi)
- Water and Heat proofing of the roof and finished with roof tiles.
- Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and water softener plant.
- Driveway – Greenery, flowerpots/creepers. Floors with beautiful paver tiles.
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Puzzle parking and mechanical parking with provision for visitors parking.

POWER SUPPLY & BACK UP:

- CESC HT / LT deposits, Cabling charges and transformer charges to be paid by respective Intending Buyers.
- 100% power back up at extra cost as per the requirement of the Intending Buyers.





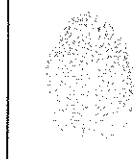




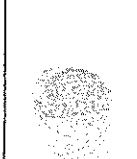



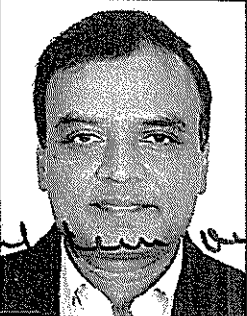
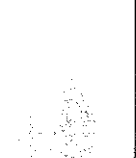


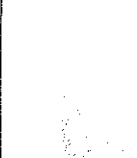
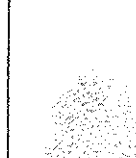




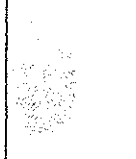


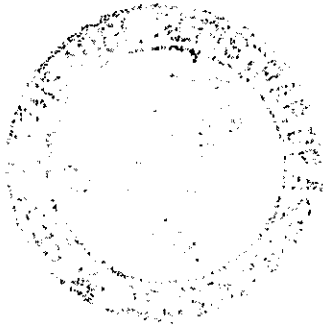
100

ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA

- 2 NOV 2018

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



07

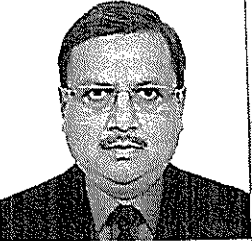


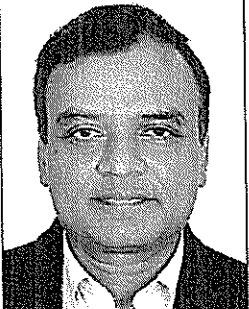


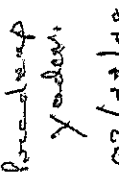
ADDITIONAL DEPUTY COMMISSIONER
OF ASSURANCE, BANGALORE
KARNATAKA
- 2 NOV 2018

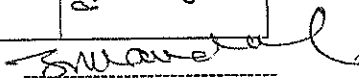


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata
Signature / LTI Sheet of Query No/Year 19020001654636/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SUBIR PODDAR 2, ASHOKA ROAD ., P.O:- ALIPORE, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027	Representative of Land Lord [SUBIR UDYOG LIMITED]		3427 	 2.11.18
2	Mr SURENDRA KUMAR DUGAR , 2B, Dover Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Representative of Developer [PS GROUP REALTY PRIVATE LIMITED]		3428 	 2.11.18
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr PRADEEP YADAV Son of Mr SHRIKRISHNA YADAV 4, GOVERNMENT PLACE NORTH, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr SUBIR PODDAR, Mr SURENDRA KUMAR DUGAR		 02/11/18.	



(Tushar Kanti Mandal)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 2 NOV 2018

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

GRN: 19-201819-030261449-1

Payment Mode Online Payment

GRN Date: 02/11/2018 12:27:12

Bank : Indian Bank

BRN : IB02112018098158

BRN Date: 02/11/2018 12:28:02

DEPOSITOR'S DETAILS

Id No. : 19020001654636/6/2018

[Query No./Query Year]

Name : SUBIR UDYOG LTD

Contact No. :

Mobile No. : +91 7595884319

E-mail :

Address : 36C1 Chowringee road.

Applicant Name : Org SUBIR UDYOG LIMITED

Office Name :

Office Address :

Status of Depositor : Seller/Executants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

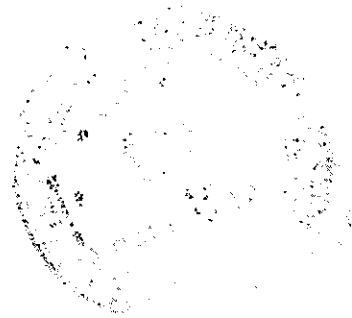
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19020001654636/6/2018	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	19020001654636/6/2018	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words : Rupees Seventy Five Thousand Forty One only

Total

75041



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
- 2 NOV 2018

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या / Card
Permanent Account Number Card

AABCPS390E

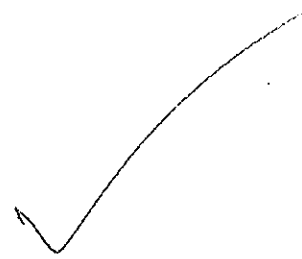
श्री / Name
P. S. GROUP REALTY PRIVATE
LIMITED

TRADING / NON TRADING
Date of Incorporation / Formation
02/08/1988

PS GROUP REALTY PVT. LTD.

Jeeva Ravi Singh

Director



RECEIVED

ADDITIONAL PER. FOR
OF ASS. ...
- 2 NOV 2010


आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

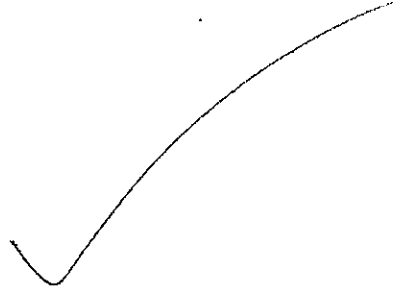
SURENDRA KUMAR DUGAR
JHUMARMAL DUGAR

11/01/1980
Permanent Account Number
ACUPD1317K

Surendra Kumar Dugar
Signature



See Can App.



MARKET ASSURANCE

ADDITIONAL
OF ASSURANCE
KOLKATA
- 2 NOV 2019



भारतीय विशिष्ट-चरित्र प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाण:
६२-८-१, सि.सि. रोड,
बालीगंज, कोलकाता,
पश्चिम बंगाल - ७०००१९

Address
52/4/1, B.C. ROAD,
Ballygunge S.O,
Kolkata,
West Bengal - 700019

8876 4445 8052



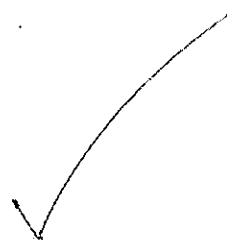
1260 200 1047

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1047
Ballygunge-700019

Surendra Kumar Dugar



भारत सरकार
GOVERNMENT OF INDIA



सुरेंद्र कुमार दुगार
Surendra Kumar Dugar
जन्मतिथि/ DOB: 11/01/1960
पुरुष / MALE





8876 4445 8052

अध्यक्ष - साधारण जालुबेर आधिकार

Surendra Kumar Dugar



ADDITIONAL
OF ASSU.
- 2 10 2018

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	AAECS4911M	
नाम / NAME	SUBIR UDYOG LIMITED	
निगमन/घटने की तिथि / DATE OF INCORPORATION/FORMATION	08-06-1984	
 भारतीय आयकर अधिनियम, 1961 COMMISSIONER OF INCOME-TAX, W.B. - XI		

For SUBIR UDYOG LTD.



Director.



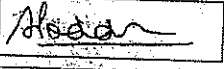
ADDITIONAL
OF ASSIGNED
- 2 NOV 2018
CLERK

स्थाई लेखा संख्या / PERMANENT ACCOUNT NUMBER
AFTPP9062M

नाम / NAME
SUBIR PODDAR

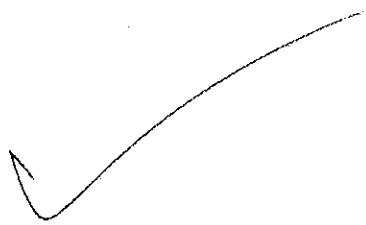
पिता का नाम / FATHER'S NAME
RAJENDRA KUMAR PODDAR

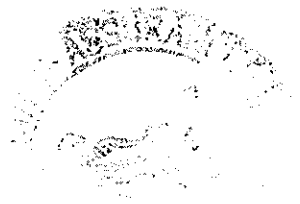
जन्म तिथि / DATE OF BIRTH
22-09-1962

हस्ताक्षर / SIGNATURE


आयकर अधिकारी, प.सं.-XI
COMMISSIONER OF INCOME-TAX, W.B. - XI

Subir





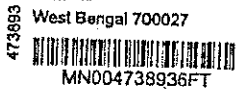
ADDITIONAL REGISTER
OF ASSETS AND LIABILITIES
- 2 NOV 2018



ভারত সরকার
Unique Identification Authority of India
Government of India

ডালিকাভুক্তির আই ডি / Enrollment No.: 1040/19897/33051

To
সুবীর পোদার
Subir Poddar
2 ASHOKA ROAD
Alipore H.O
Alipore
Kolkata
West Bengal 700027



আপনার আধার সংখ্যা / Your Aadhaar No. :

2514 0425 2625

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India
সুবীর পোদার
Subir Poddar
পিতা : রাজেন্দ্র কুমার পোদার
Father : RAJENDRA KUMAR PODDAR
জন্ম সাল / Year of Birth : 1962
মুদ্রণ / Mail

2514 0425 2625

আধার - সাধারণ মানুষের অধিকার



তথ্য

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

INFORMATION

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

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

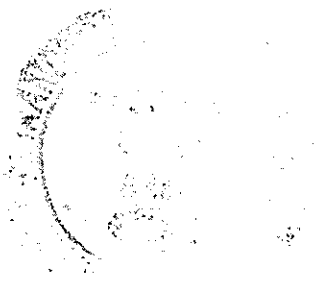
আধার
Unique Identification Authority of India

ঠিকানা:
২, অশোক রোড, আলিপুর এইচ ও, কোলকাতা, পশ্চিমবঙ্গ, 700027
Address:
2, ASHOKA ROAD, Alipore H.O, Alipore, Kolkata, West Bengal, 700027

2514 0425 2625

1800 500 1847
help@uidai.gov.in
www.uidai.gov.in


Poddar Poddar





ADDITIONAL
OF RECORDS

NOV 27 1988

AR
ATA

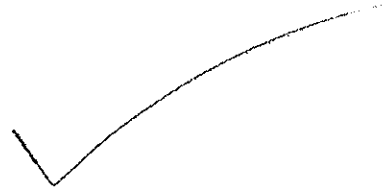

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WKJ1484732

নির্বাচকের নাম : প্রদীপ যাদব
Elector's Name: : Pradeep Yadav
পিতার নাম : শ্রীকৃষ্ণ যাদব
Father's Name : Srikrishna Yadav
লিঙ্গ/Sex : পুং/M
জন্ম তারিখ : 16/03/1991
Date of Birth : 16/03/1991

Pradeep Yadav.

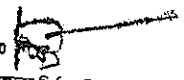


-WKJ1484732

ঠিকানা:
10, ওল্ড পোস্ট অফিস স্ট্রীট, কলকাতা মিউনিসিপাল
কর্পোরেশন, হেয়ার স্ট্রীট, কলকাতা-700001

Address:
10, OLD POST OFFICE STREET,
KOLKATA MUNICIPAL
CORPORATION, HARE STREET,
KOLKATA-700001

Date: 29/09/2010



162-চৌরঙ্গী নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন আধিকারিকের
স্বাক্ষরের অনুলিপি
Facsimile Signature of the Electoral
Registration Officer for
162-Chowrangee Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানাতে ভোটার নিম্নে স্মরণ করণীয় ও একটি
নমুনা নতুন সঠিক পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্ম এই
পরিচয়পত্রের নমুনাটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.



ADDITIONAL REGISTRAR
ELECTORAL, KOLKATA
-29-09-2010

Major Information of the Deed

Deed No :	I-1902-03974/2018	Date of Registration	03/11/2018
Query No / Year	1902-0001654636/2018	Office where deed is registered	
Query Date	29/10/2018 7:48:25 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUBIR UDYOG LIMITED 36C/1, CHOWRINGHEE ROAD ,Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700071, Mobile No. : 7595884319, Status :Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Stampduty Paid(SD)	Rs. 76,89,82,534/-		
Rs. 75,120/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 21/- (Article:E, E)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chowringhee Road, Road Zone : (On Road -- On Road) , , Premises No. 36C/1, Ward No: 063, Holding No:10

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Office		24 Katha 12 Chatak 15 Sq Ft		76,45,02,222/-	Property is on Road
Grand Total :					40.8719Dec	0 /-	7645,02,222 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3500 Sq Ft.	0/-	26,57,812/-	Structure Type: Structure
Gr. Floor, Area of floor : 3500 Sq Ft.,Semi Commercial Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	1000 Sq Ft.	0/-	7,59,375/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft.,Semi Commercial Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
S3	On Land L1	2000 Sq Ft.	0/-	6,07,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft.,Semi Commercial Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete					

Major Information of the Deed :- I-1902-03974/2018-03/11/2018



S4	On Land L1	1500 Sq Ft.	0/-	4,55,625/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		8000 sq ft	0 /-	44,80,312 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SUBIR UDYOG LIMITED 36C/1, CHOWRINGHEE ROAD ., P.O:- PARK STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAEC54911M, Status :Organization, Executed by: Representative

Developer Details :

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

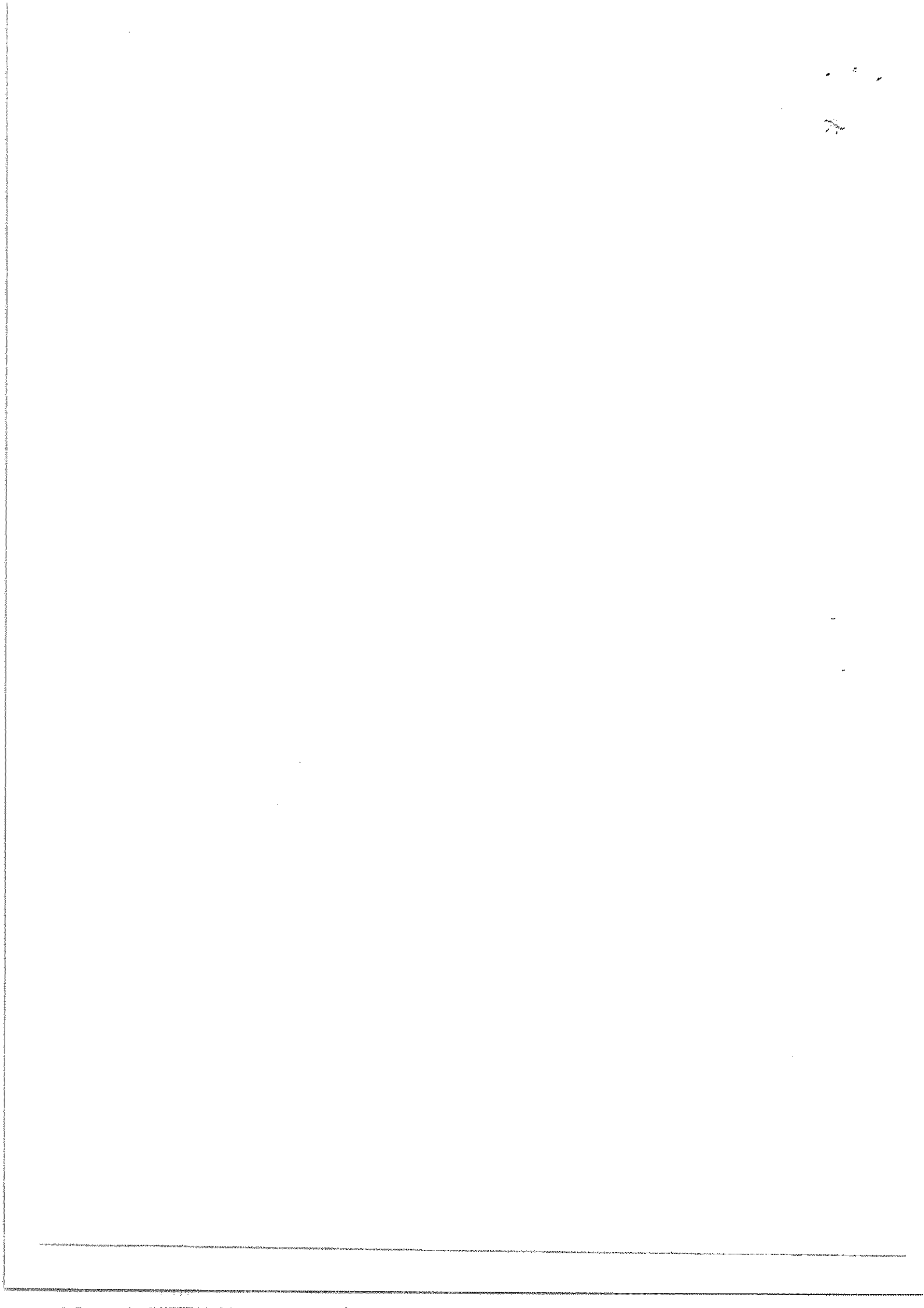
Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr SUBIR PODDAR (Presentant) Son of Late RAJENDRA KUMAR PODDAR 2, ASHOKA ROAD ., P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFTPP9062M Status : Representative, Representative of : SUBIR UDYOG LIMITED (as DIRECTOR)
2	Mr SURENDRA KUMAR DUGAR Son of Late J M DUGAR , 2B, Dover Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACUPD1317K Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name & address	
Mr PRADEEP YADAV Son of Mr SHRIKRISHNA YADAV 4, GOVERNMENT PLACE NORTH, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr SUBIR PODDAR, Mr SURENDRA KUMAR DUGAR	

Major Information of the Deed :- I-1902-03974/2018-03/11/2018



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SUBIR UDYOG LIMITED	PS GROUP REALTY PRIVATE LIMITED-40.8719 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	SUBIR UDYOG LIMITED	PS GROUP REALTY PRIVATE LIMITED-3500.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	SUBIR UDYOG LIMITED	PS GROUP REALTY PRIVATE LIMITED-1000.00000000 Sq Ft
Transfer of property for S3		
Sl.No	From	To. with area (Name-Area)
1	SUBIR UDYOG LIMITED	PS GROUP REALTY PRIVATE LIMITED-2000.00000000 Sq Ft
Transfer of property for S4		
Sl.No	From	To. with area (Name-Area)
1	SUBIR UDYOG LIMITED	PS GROUP REALTY PRIVATE LIMITED-1500.00000000 Sq Ft

Endorsement For Deed Number : I - 190203974 / 2018

On 30-10-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 76,89,82,534/-

Tushar Kanti Mandal

Tushar Kanti Mandal
 ADDITIONAL REGISTRAR OF ASSURANCE
 OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 02-11-2018

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

Presented for registration at 17:35 hrs on 02-11-2018, at the Private residence by Mr SUBIR PODDAR ,.

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

Execution is admitted on 02-11-2018 by Mr SUBIR PODDAR, DIRECTOR, SUBIR UDYOG LIMITED (LLP), 36C/1, CHOWRINGHEE ROAD ., P.O:- PARK STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr PRADEEP YADAV, , Son of Mr SHRIKRISHNA YADAV, 4, GOVERNMENT PLACE NORTH, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Major Information of the Deed :- I-1902-03974/2018-03/11/2018

11

Execution is admitted on 02-11-2018 by Mr SURENDRA KUMAR DUGAR, DIRECTOR, PS GROUP REALTY PRIVATE LIMITED (Private Limited Company), , 1002, E M Bye Pass, P.O:- Dhapa, P.S:- Tiljala, District:-South 24- Parganas, West Bengal, India, PIN - 700105
Identified by Mr PRADEEP YADAV, , Son of Mr SHRIKRISHNA YADAV, 4, GOVERNMENT PLACE NORTH, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Tushar Kant Mandal

Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 03-11-2018

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

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

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/11/2018 12:28PM with Govt. Ref. No: 192018190302614491 on 02-11-2018, Amount Rs: 21/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB02112018098158 on 02-11-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 062178, Amount: Rs.100/-, Date of Purchase: 09/10/2018, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/11/2018 12:28PM with Govt. Ref. No: 192018190302614491 on 02-11-2018, Amount Rs: 75,020/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB02112018098158 on 02-11-2018, Head of Account 0030-02-103-003-02

Tushar Kant Mandal

Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Major Information of the Deed :- I-1902-03974/2018-03/11/2018

2

From:

(1) Subir Udyog Limited
36C/1, Chowringhee Road,
Kolkata-700071

(2) PS Group Realty Private Limited
1002 E.M. Bye Pass,
Kolkata-700105

November 02, 2018

To:

The Additional Registrar of Assurances-II, Kolkata
5 Government Place North,
Kolkata-700001


Sir,

Re: Municipal Premises No.36C/1, Chowringhee Road,
Kolkata-700071 ('said Premises')

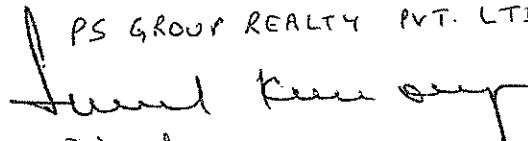
1. Please refer to the Agreement dated 15.10.2018 entered between us for construction of a New Building at the said Premises and commercial exploitation of the same which is being presented for registration before you on this day.
2. This is to inform you that the Building Plan in respect of the New Building to be constructed at the said Premises has not been sanctioned till the date of presentation of the said Agreement for registration and no cost of construction has been paid by Subir Udyog Limited to PS Group Realty Private Limited till the date of presentation of the said Agreement for registration.

Yours faithfully,

For SUBIR UDYOG LTD.


Director.

PS GROUP REALTY PVT. LTD.


Director

As per Ballroom
of the parties
no payment has
been made till today

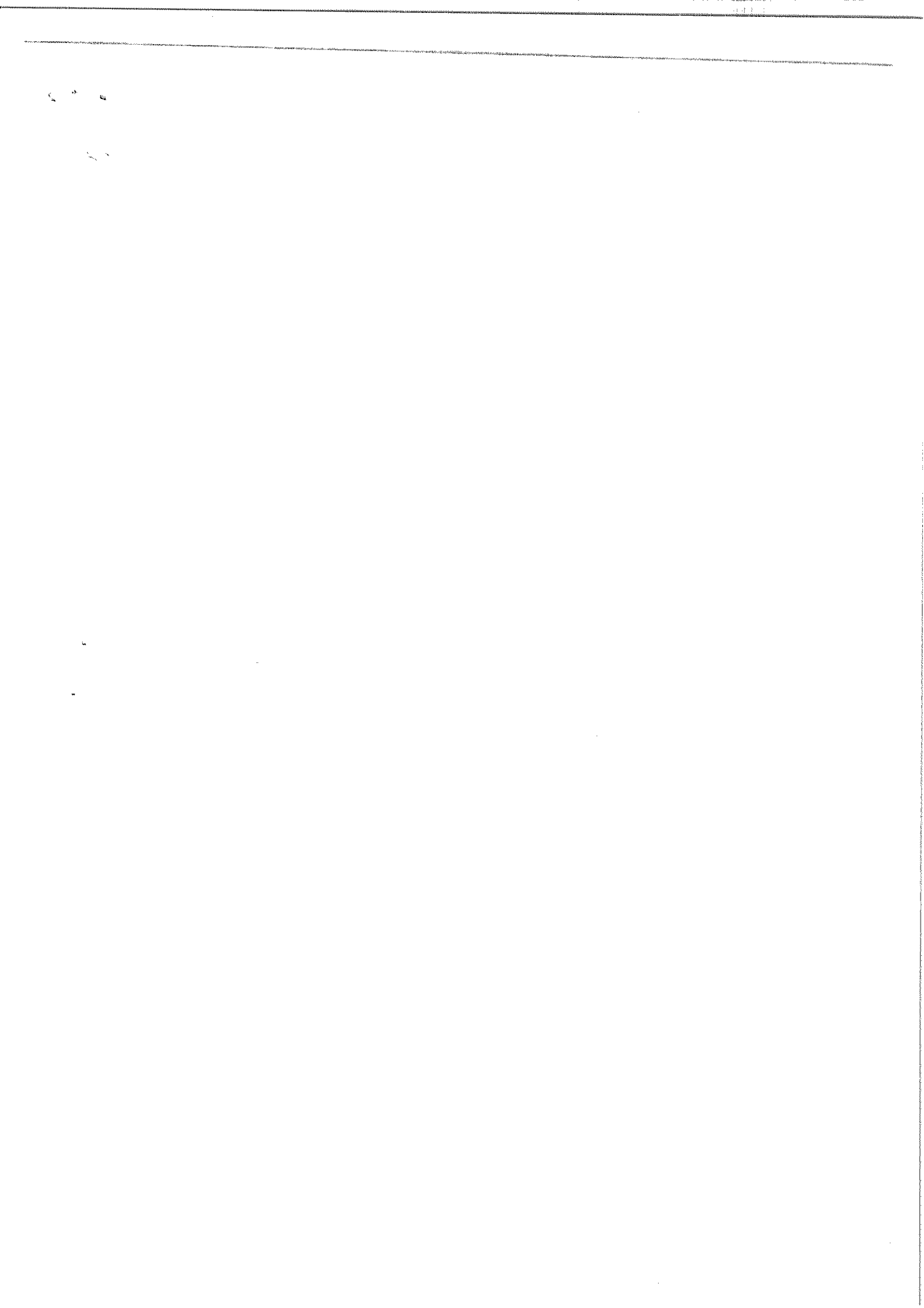
2



DM

ADDITIONAL ...
OF ASSHES ...

- 2 NOV 2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2018, Page from 139746 to 139807
being No 190203974 for the year 2018.

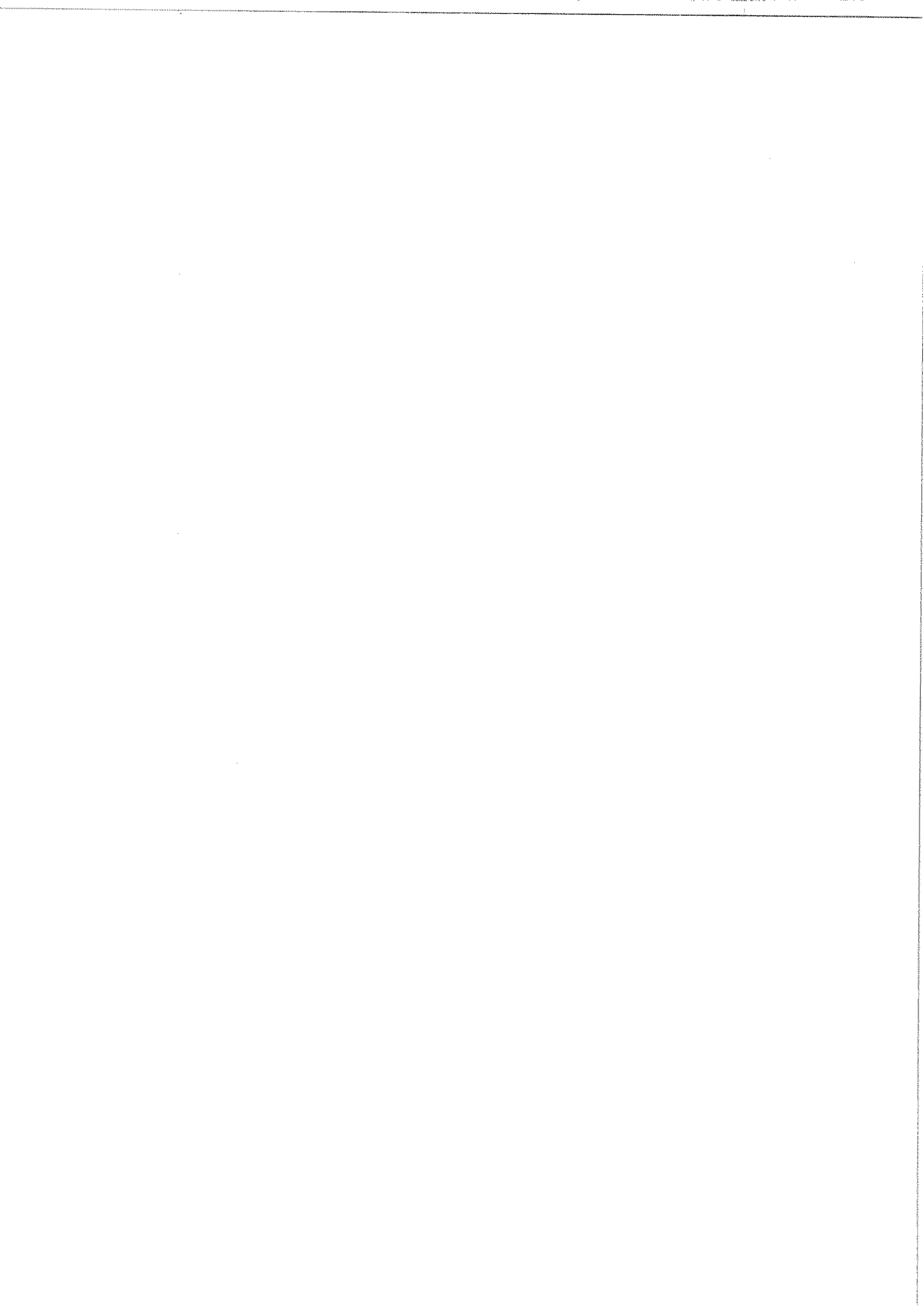


Tushar Kanti Mandal

Digitally signed by TUSHAR KANTI
MANDAL
Date: 2018.11.05 15:53:58 +05:30
Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 11/5/2018 3:53:54 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)



DATED THIS ^{15th} DAY OF OCTOBER 2018

BETWEEN

SUBIR UDYOG LIMITED

... First Party

AND

P S GROUP REALTY PRIVATE LIMITED

... Second Party

AGREEMENT

(36C/1 Chowringhee Road, Kolkata)

PS GROUP REALTY PVT. LTD.

Ravi Kumar Dugar

Director.

PANKAJ SHROFF & COMPANY

Advocates

4, Government Place (North)

KOLKATA-700001, INDIA

legal@pankajco.com