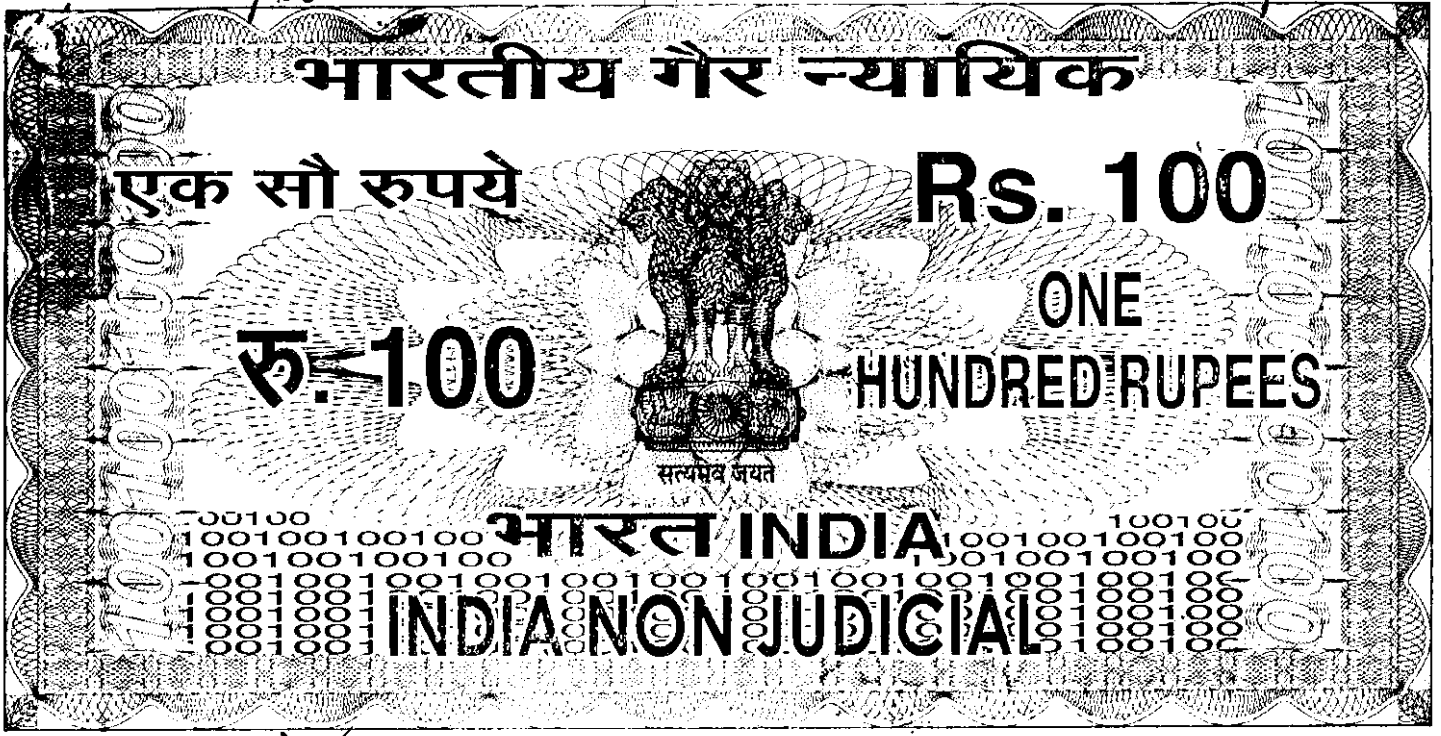


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पश्चिमबंग पश्चिम बंगाल WEST BENGAL

V 463611



9-845535/16
 M.K. 2804/2165
 Additional Registrar of Assurance
 Kolkata

THIS DEVELOPMENT AGREEMENT made this the 20th day of
 _____ June Two Thousand and Sixteen;

reedy

M.K. H.K.

Certified that the Document is submitted to Registration. The Signature Swear and the enforcement sheets attached to this document are the part of this Document.

Additional Registrar of Assurance-II, Kolkata.

23/6/16

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BETWEEN**(1) TEEKOY MERCANTILE PRIVATE LIMITED** (PAN No.

AAACT9295K) (CIN No. U51109WB1994PTC066470) a company within the meaning of The Companies Act 1956 having its registered office situated at 1, Netaji Subhas Road, Police Station Hare Street, Post Office GPO, Kolkata 700 001, represented by its Director Sri Mahesh Kumar Prahladka son of Late Manturam Prahladka, residing at BA-10, Sector - I, Salt Lake City, Kolkata 700064, P.S Bidhannagar North, P.O. CC Block

(2) RICON SALES PRIVATE LIMITED (PAN No. AABCR2602K) (CIN No.

U51109WB1995PTC070882) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Russel Street (now known as Anandilal Poddar Sarani), Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director Sri Manoj Kumar Prahladka son of Sri Mahesh Kumar Prahladka, residing at BA-10, Sector - I, Salt Lake City, Kolkata 700064, P.S Bidhannagar North, P.O. CC Block

(3) CALICO DEALCOMM PRIVATE LIMITED (PAN No. AACCC2574N) (CIN No. U51109WB1994PTC066672) a companywithin the meaning of the Companies Act 1956 having its registered office situated at 2, Russel Street (now known as Anandilal Poddar Sarani), Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director Sri Mahesh Kumar Prahladka son of Late Manturam Prahladka, residing at BA-10, Sector - I, Salt Lake City, Kolkata 700064, P.S Bidhannagar North, P.O. CC Block **(4) VAASTU REALTORS PRIVATE LIMITED** (PAN

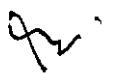
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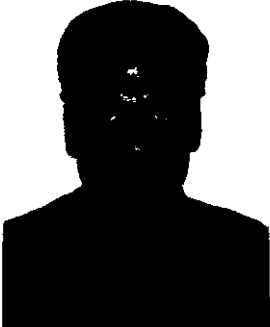

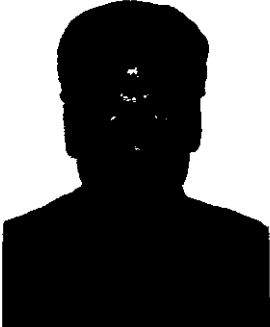


Government of West Bengal

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 19020000845535/2016

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





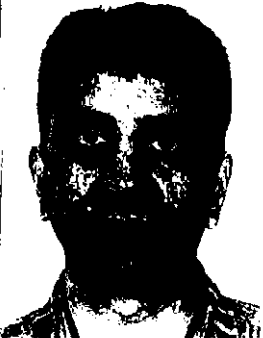

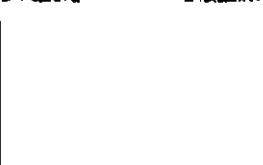
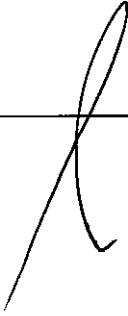
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1.0	Mr Mahesh Kumar Prahladka 1, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [Calico Dealcomm Pvt Ltd]		1767 	M.K. Prahladka 20/06/16
1.1	Mr Mahesh Kumar Prahladka 1, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [Teekoy Mercantile Pvt Ltd]			M.K. Prahladka 20/06/16
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Manoj Kumar Prahladka 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Represent ative of Land Lord [Ricon Sales Pvt Ltd]		1768 	Manoj K 20/06/16

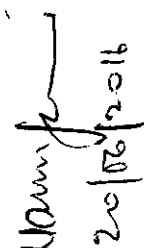


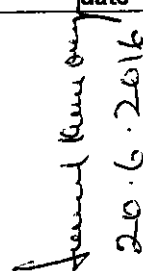

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3.0	Mr Ashish Dalmia 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Ricon Sales Pvt Ltd]		1769	
3.1	Mr Ashish Dalmia 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Vaastu Realtors Pvt Ltd]		1719	Ashish Dalmia 20/06/2016.
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4.0	Mr Santosh Kumar Dalmia 18, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Aahar Exports Pvt Ltd]		1770	Santosh Kumar Dalmia 20/6/2016
4.1	Mr Santosh Kumar Dalmia 18, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Dalmia Realtors Pvt Ltd]			Santosh Kumar Dalmia 20/6/2016



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
5.0	Mr Deepak Kumar Chaudhary 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Purnima Textrade Pvt Ltd]		1771 	<i>Deepak Kumar Chaudhary</i> 20/6/2016
5.1	Mr Deepak Kumar Chaudhary 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Pushpsal a Sales Pvt Ltd]			<i>Deepak Kumar Chaudhary</i> 20/6/2016
5.2	Mr Deepak Kumar Chaudhary 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Rameshwar Traders Pvt Ltd]			<i>Deepak Kumar Chaudhary</i> 20/6/2016
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6.0	Mr Navin Joshi 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Gyandee p Merchants Pvt Ltd]		1772 	<i>Navin Joshi</i> 20/06/2016
6.1	Mr Navin Joshi 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Representative of Land Lord [Joshi Realtors & Developers Pvt Ltd]			<i>Navin Joshi</i> 20/06/2016
					

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6.2	Mr Navin Joshi 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071	Represent ative of Land Lord [Mahavir Commoditi es Pvt Ltd]			 20/06/2016
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Mr Surendra Kumar Dugar 83, P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046	Represent ative of Developer [PS Group Realty Ltd]		1766 	 20.6.2016
SI No.	Name and Address of identifier		Photo		Signature with date
1	Mr Asit Manna Son of Mr A K Manna 6 Old Post Office Street, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001		Mr Mahesh Kumar Prahladka, Mr Manoj Kumar Prahladka, Mr Ashish Dalmia, Mr Santosh Kumar Dalmia, Mr Deepak Kumar Chaudhary, Mr Navin Joshi, Mr Surendra Kumar Dugar		 20/6/16

(Pradipta Kishore Guha)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal

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

GRN: 19-201617-000968406-1 Payment Mode Online Payment
GRN Date: 20/06/2016 13:44:28 Bank : Indian Bank
BRN : IB20062016006812 BRN Date: 20/06/2016 13:55:59

DEPOSITOR'S DETAILS

Id No. : 19020000845535/1/2016
[Query No./Query Year]

Name : PS GROUP REALTY LTD
Contact No. : Mobile No. : +91 9836299924
E-mail :
Address : KOLKATA
Applicant Name : Mr PS Group Realty Limited
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 1

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19020000845535/1/2016	Property Registration- Registration Fees	0030-03-104-001-16	220010
2	19020000845535/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	74921

Total

294931

In Words : Rupees Two Lakh Ninety Four Thousand Nine Hundred Thirty One only

No. AAACV9258Q) (CIN No.U70101WB1995PTC071742) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700 071 represented by its Director Sri Ashish Dalmia son of Sri Santosh Kumar Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Kolkata 700019, Police Station Ballygunge, Post Office Ballygunge (5) DALMIA REALTORS PRIVATE LIMITED (PAN No.AAACD9488L) (CIN No. U70101WB1995PTC071743) a company within the meaning of The Companies Act 1956 having its registered office situated at 18, Pankaj Mullilck Sarani (formerly known as Ritchie Road), Police Station Ballygunge, Post Office Ballygunge, Kolkata 700 019, represented by its Director Sri Santosh Kumar Dalmia son of Late Satyanarayan Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Kolkata 700019, Police Station Ballygunge, Post Office Ballygunge (6) AAHAR EXPORTS PRIVATE LIMITED (PAN No. AACCA7496H) (CIN No. U51909WB1995PTC070924) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700 071, represented by its Director Sri Santosh Kumar Dalmia son of Late Satyanarayan Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Kolkata 700019, Police Station Ballygunge, Post Office Ballygunge (7) RAMESHWAR TRADERS PRIVATE LIMITED (PAN No. AAFCR5238R) (CIN No.

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U51909WB1995PTC070964) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street), 1st floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Deepak Kumar Chaudhary** son of Sri Santosh Kumar Chaudhary, residing at 2, Chapel Road, Kolkata 700022, Police Station Hastings, Post Office Bakery Road (8) **PURNIMA TEXTRADE PRIVATE LIMITED** (PAN No. **AAGCP2551E**) (CIN No. **U51109WB1995PTC071082**) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Chapel Road, Police Station Hastings, Post Office Bakery Road, Kolkata 700022, represented by its Director **Sri Deepak Kumar Chaudhary** son of Sri Santosh Kumar Chaudhary, residing at 2, Chapel Road, Kolkata 700022, Police Station Hastings, Post Office Bakery Road (9) **PUSHPSALA SALES PRIVATE LIMITED** (PAN No. **AAGCP2553E**) (CIN No. **U51109WB1995PTC070993**) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Chapel Road, Police Station Hastings, Post Office Bakery Road, Kolkata 700 022, represented by its Director **Sri Deepak Kumar Chaudhary** son of Sri Santosh Kumar Chaudhary, residing at 2, Chapel Road, Kolkata 700022, Police Station Hastings, Post Office Bakery Road (10) **GYANDEEP MERCHANTS PRIVATE LIMITED** (PAN No. **AABCG0740P**) (CIN No. **U51109WB1995PTC070982**) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street), Police Station

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Shakespeare Sarani, Post Office Middleton Row, Kolkata 700 071, represented by its Director Sri Navin Joshi son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, Police Station Alipore, Post Office Alipore (11) MAHAVIR COMMODITIES PRIVATE LIMITED (PAN No. AABCM9136F) (CIN No. U51109WB1995PTC071056) also a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700 071, represented by its Director Sri Navin Joshi son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, Police Station Alipore, Post Office Alipore (12) JOSHI REALTORS & DEVELOPERS PRIVATE LIMITED (PAN No. AAACJ7258C) (CIN No. U70109WB1994PTC061997) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700 071, represented by its Director Sri Navin Joshi son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, Police Station Alipore, Post Office Alipore, hereinafter collectively referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the ONE PART.

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PS GROUP REALTY LIMITED (PAN No. AABCP5390E) (CIN No. U65922WB1988PLC044915), a company within the meaning of The Companies Act 1956 having its registered office situated at 83, Topsia Road (S), 3rd floor, Police Station Topisa, Post Office Gobindo Khatick Road, Kolkata 700046 and represented by its Director Shri Surendra Kumar Dugar son of Late J. M. Dugar, residing at 2B Dover Road, Kolkata 700019, P.S Ballygunge, P.O. Ballygunge hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the **OTHER PART**.

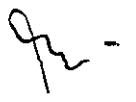
WHEREAS:-

A. In this agreement:

(1) **JOSHI REALTORS & DEVELOPERS PRIVATE LIMITED** (2) **GYANDEEP MERCHANTS PRIVATE LIMITED** (3) **MAHAVIR COMMODITIES PRIVATE LIMITED**, being the Owners Nos. 10, 11 and 12 are represented by Mr. Navin Joshi son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, by virtue of Board Resolutions of the said companies respectively dated 1st June, 2016 and are (hereinafter collectively referred to as the **JOSHI GROUP**).

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B. Municipal Premises no. 2, (formerly 2, 2A and 2B) Russel Street (also known as Anandilal Poddar Sarani, Kolkata 700071 admeasuring 2 Bighas 1 Cottas 7 Chittaks and 15 Sq. ft. more or less (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**) belonged to and/or was owned by two brothers namely (1) **Sri Ranjit Kumar Daw** and (2) **Dr. Nihar Kumar Daw** (hereinafter referred to as the **DAW BROTHERS**).

C. The Daw Brothers had by 12 (twelve) separate registered Deeds of Conveyance respectively dated 21st September 1996 and 23rd September, 1996 and all registered at the Office of Registrar Delhi, (details whereof will appear from the **SECOND SCHEDULE** hereunder written) sold and transferred the entirety of the said Premises unto and in favour of the Owners herein, each of the owners acquiring an undivided 1/12th share or interest into or upon the said Premises.

D. The Owners had applied for mutation of their names in respect of the said premises in the records of The Kolkata Municipal Corporation and mutation had been granted on 26th November, 2015 vide Case no. 0/063/24-NOV-15/94404.

E. Navin Joshi, Radha Joshi and Minu Joshi and/or persons claiming through or under them are presently in occupation of a sweet meat shop under the name "Gangaur Sweets" at the portion on the ground floor of the existing

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building at the said premises (hereinafter referred to as the "GANGAUR SHOP" the details whereof will appear from PART I of the THIRD SCHEDULE hereunder written), Navin Joshi, Radha Joshi and Minu Joshi and/or persons claiming through or under them are presently also in occupation of a restaurant under the name "Gangaur Snacks" at the portion on the ground floor of the existing building at the said premises (hereinafter referred to as the "GANGAUR SNACKS" the details whereof will appear from PART II of the THIRD SCHEDULE hereunder written) and that one Mr. Ramesh and Kokil Verma are in possession and occupation of a Cigarette shop at the portion on the ground floor of the building at the said Premises (hereinafter referred to as the "CIGARETTE SHOP") the details whereof will appear from PART III of the THIRD SCHEDULE hereunder written.

F. In addition to the above, various other parts and portions of the existing building situated at the said Premises are also presently in occupation of different tenants and/or occupants (hereinafter collectively referred to as the OCCUPANTS), the details whereof have duly been furnished to the Developer by the Owners.

G. The Developer is engaged inter alia in the business of undertaking development of real estate in and around the city of Kolkata and other places and have acquired considerable skill and expertise and have a reputed professional team at their command for the purpose of carrying out development of real estate and

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construction of buildings and other structures, both residential and commercial.

H. The Owners in consultation with each other have jointly agreed to grant the exclusive right of development in respect of the said premises and construction of a new building thereat unto and in favour of the Developer herein, which the Developer has agreed to undertake for the consideration and subject to the terms and conditions hereinafter appearing, which the parties are desirous of recording in writing.

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

ARTICLE - I - DEFINITIONS

1.1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- (i) **ARCHITECT** shall mean any Architect or firm or firms of Architects, who may be appointed by the Developer for designing and planning as also supervising the development of the said premises and construction of the said New Building forming part of the Project;

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- (ii) **BUILDING RULES** shall mean The Kolkata Municipal Corporation Building Rules 2009 and include any amendment thereto or any statutory modification thereof;
- (iii) **CAR PARKING SPACES** shall mean the open/covered/mechanical car parking spaces to be provided in the said project/new building in accordance with the plan to be sanctioned by the authorities concerned;
- (iv) **CIGARETTE SHOP** shall mean the Cigarette shop in possession and occupation of Mr. Ramesh and Kokil Verma and the same situated at the portion on the Ground Floor in the front side facing the road, described in Part - III of the Third Schedule hereunder written.
- (v) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said project and/or the New building meant for use of the same in common by all the owners and occupiers of the units at the said new building forming part of the Project and shall include the ultimate roof of the building;
- (vi) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals

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(whether statutory or otherwise) necessary or desirable for carrying out and completing the Development of the said premises and Construction of the New Building;

- (vii) **DEVELOPMENT AGREEMENT** shall mean this Agreement between the Owners and the Developer for development of the Project at the said Premises and construction of the proposed New Building thereat;
- (viii) **DEVELOPER** shall mean the said **PS GROUP REALTY LIMITED** and shall include its successor and/or successors in office/interest and permitted assigns;
- (ix) **DEVELOPER'S ALLOCATION** shall mean **ALL THAT** the 31.5% (Thirty One and half percent) of the total constructed area (super built up area) of the New Building/Project comprised of several units consisting of showrooms, shop rooms, flats, units, apartments and other spaces including the car parking spaces **TOGETHER WITH** the undivided proportionate share in all common parts and portions including the roof as also the common facilities and amenities **AND TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises attributable thereto and the same as provided in Article 16.2 hereunder;

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- (x) **EXISTING BUILDING** shall mean the existing Two storied building TOGETHER WITH out houses and other structures lying constructed at the said premises on the date of this Agreement and the same marked in GREEN in the map or plan annexed hereto.
- (xi) **GANGAUR SHOP** shall mean the sweet meat shop under the name of "Gangaur Sweets" in occupation and possession of the Navin Joshi, Radha Joshi and Minu Joshi and the same situated at the portion on the Ground Floor in the side portion facing the road, morefully described in Part - I of the Third Schedule hereunder written;
- (xii) **GANGAUR SNACKS** shall mean the restaurant under the name of "Gangaur Snacks" in occupation and possession of the Navin Joshi, Radha Joshi and Minu Joshi and the same situated at the portion on the Ground Floor in the side portion facing the road, morefully described in Part - II of the Third Schedule hereunder written;
- (xiii) **INTENDING PURCHASERS** shall mean the persons and parties, who would enter into agreements to purchase and/or acquire showrooms, shop rooms, flats, apartments and other spaces including car parking spaces at the Project/New Building, on ownership basis;

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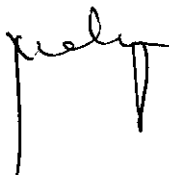
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- (xiv) **JOSHI GROUP** shall mean the Owners Nos. 10, 11 and 12 abovenamed namely (1) **GYANDEEP MERCHANTS PRIVATE LIMITED** (2) **MAHAVIR COMMODITIES PRIVATE LIMITED**, (3) **JOSHI REALTORS & DEVELOPERS PRIVATE LIMITED**;
- (xv) **MAIN BUILDING** shall mean and include the portions of the building marked in YELLOW in the map or plan annexed hereto;
- (xvi) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer at or upon the Land comprised in the said Premises in accordance with the map or plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned, with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building;
- (xvii) **OWNERS** shall mean the Owners Nos. 1 to 12 abovenamed and shall include their respective successor and/or successors in offices/interest and assigns;
- (xviii) **OWNERS' ALLOCATION** shall mean **ALL THAT** the 68.5% (sixty eight and half percent) of the total constructed area (super built up area) of the New

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building/Project and the same comprised of several units consisting of showrooms, shoprooms, flats, units apartments and other spaces including car parking spaces TOGETHER WITH the undivided proportionate share in all common parts and portions including the roof as also the common facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable thereto and the same as provided in 16.1 hereunder.

(xix) **PLAN** shall mean the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned for development of the said Premises and construction of the Project/New Building and shall include such modifications and/or alterations as may be necessary and/or required from time to time as per the recommendation of the Architect and also approved by the owners;

(xx) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals, who would be engaged and/or contracted by the Developer from time to time for carrying out and completing the Project and Construction of the new building;

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(xxi) **PREMISES** shall mean ALL THAT the land and building being Municipal Premises no. 2 (formerly Nos.2, 2A and 2B) Russel Street (also known as Anandilal Poddar Sarani), Kolkata 700 071 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written);

(xxii) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents and the sanction fees, legal expenses and all other amounts, which are paid or incurred by the Developer prior to the Start Date;

(xxiii) **PROJECT** shall mean the project of construction, erection and completion of the new building at the said Premises and the same for residential cum commercial and/or entirety for commercial use as will be mutually agreed between the Developer and the Owners and in accordance with the map or plan which may be sanctioned by The Kolkata Municipal Corporation and other authorities concerned;

(xxiv) **START DATE** shall mean the date of sanction of the Plan or handing over of peaceful vacant possession (except the shops and spaces of Gangaur Sweets and

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Cigarette Shop, respectively described in Parts I and III of the Third Schedule hereunder or other occupants duly settled or to be settled) of the said Premises to the Developer, whichever event happens later;

(xxv) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **FOURTH SCHEDULE** hereunder written) or such other specifications as may be recommended by the Architect and approved by the Owners. However, the specifications may be varied and/or modified from time to time as may be mutually agreed in writing by all the parties;

(xxvi) **SERVICES** shall mean the electricity, water, telecommunications and drainage connections and other essential services to be provided at the Project/New Building as be necessary or required for beneficial use and enjoyment of the Units thereat;

(xxvii) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees, charges and expenses required to be paid, incurred and disbursed by the Developer for and on account of development of the said Premises by providing temporary accommodations to

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Gangaur Shop and the Cigarette shop and other tenants/occupants as provided herein below and further constructing the Said Project and/or new building thereat, as more fully described in Article VII hereinafter;

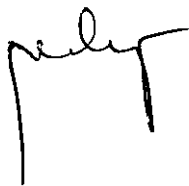
(xxviii) **VACANT POSSESSION** shall mean making available peaceful vacant possession of the "said premises", except the portions demarcated in BLUE in the map or plan annexed hereto;

(xxix) "UNITS shall mean the various flats, apartments, shops, show rooms and other spaces including car parking spaces comprised in the project/new building to be constructed;

ARTICLE II - INTERPRETATIONS

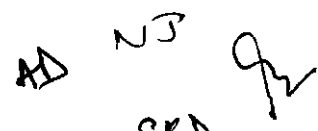
2.1 In this Agreement (save to the extent that the context otherwise so requires):

(i) Any reference to any act of Parliament/Assembly whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions on any time issued under it;




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- (ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated;
- (iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure the same to be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done;
- (iv) Words denoting one gender shall include other genders as well;
- (v) Words denoting singular number shall include the plural and vice versa;
- (vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto;
- (vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time as may be mutually agreed upon in writing by the parties hereto;



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- (viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement;
- (ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

**ARTICLE III - MUTUAL REPRESENTATIONS AND
WARRANTIES**

3.1. At or before execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows:

- (i) That the Owners are jointly absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises, each of the Owners having an undivided 1/12th share or interest therein;
- (ii) That excepting the various parts and portions of the said Premises, which are presently under the occupation of various occupants, the detailed particulars whereof have already been furnished to the Developer, the said Premises is otherwise free from all encumbrances and charges;

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- (iii) That the Owners have a marketable title in respect of the said Premises;
- (iv) That all municipal rates, taxes and other outgoings including electricity charges payable in respect of the said Premises has been paid and/or shall be paid by the Owners upto the date of handing over the Vacant Possession of the said Premises;
- (v) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Premises;
- (vi) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor have created any interest of any third party into or upon the said Premises or any part or portion thereof;
- (vii) That there are no legal proceedings pending against the owners and/or any of its Directors for enforcing any agreement for sale, transfer, lease and/or development in respect of the said Premises.
- (viii) That the Owners are legally competent to enter into this Agreement in respect of Development of the "said Premises".

3.2. At or before entering into this Agreement, the Developer has also assured and represented to the Owners as follows:-

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- (i) That the Developer has sufficient knowledge, skill and expertise in the matter of development of immovable properties and construction of new buildings;
 - (ii) That the Developer has sufficient source of required finance and also necessary infrastructure as may be required for carrying out development of the "said Premises" and/or construction of the new building thereat;
 - (iii) That on being entrusted with the development of the "said Premises" by the Owners, the Developer would carry out the development of the "said Premises" and construction of the new building at its own risk and responsibility and the same strictly as per the plan to be sanctioned by The Kolkata Municipal Corporation as also as per Municipal Laws and the building rules;
 - (iv) That the Developer is legally competent to enter into this Agreement in respect of Development of the "said Premises";
- 3.3. (i) It is recorded that relying on the aforesaid representations and further believing the same to be true and acting on the faith thereof, both the Owners and the Developer have agreed to enter into this Agreement for

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development of the said Premises for the consideration and subject to the terms and conditions hereinafter appearing;

- (ii) It is hereby expressly made clear that in the event of there being any defect in title, it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own costs and also to keep the Developer and the Intending Purchasers saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

ARTICLE IV - COMMENCEMENT AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 Unless terminated in the manner as hereinafter appearing, this agreement shall remain in full force and effect until the completion of development of the said Premises and construction of the new building/project in all respects.

ARTICLE V - TITLE

- 5.1 The Developer has completely relied on the various representations and assurances made by the Owners as

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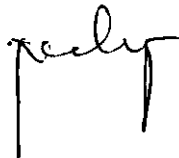
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hereinbefore recited but in any event it shall be the obligation and responsibility of the Owners to ensure that a marketable title is made out and the Premises continues to remain free from all encumbrances and charges except the Tenants/Occupants, the details whereof have already been furnished to the Developer. IT BEING EXPRESSLY AGREED AND MADE CLEAR that apart from the existing Tenants and occupants the details of which have been furnished to the Developer and which shall be dealt in the manner stated below, in the event of there being any defect in title, it shall be the obligation of the owners to jointly and/or severally remedy and/or rectify such defects at their own cost.

- 5.2 Simultaneously with the execution of this agreement, the owner nos. 1 to 9 shall deposit their original title deeds in respect of their share in the said Premises with their Solicitor Sri B.K. Jain of No.6A, Kiran Shankar Roy Road, Kolkata - 700001, and the Owner nos. 10 to 12 shall deposit their original title deeds in respect of their share in the said premises with their Solicitor Sri P.K.Jhunhunwala of 7C, Kiran Shankar Roy Road, Kolkata 700001 and both of them shall hold in trust for development of the said premises and keep the same in their custody till completion of the development of the said premises and construction of the new building and further disposal of the units of the new building forming part of the Developers Allocation.



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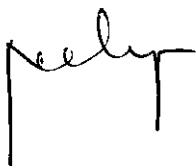
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- 5.3 Upon completion of the said new building and also disposal of the Units forming part of the Developer's allocation, both the said Sri B.K.Jain (Solicitor & Advocate) and Sri P.K.Jhunjunwala (Solicitor & Advocate), shall make over the original title deeds pertaining to the said Premises to the respective Owners thereof to be held by them in trust with an obligation to produce the same for inspection as and when so required by the Owners of the units at the new building subject to the condition that in the event the Owners or any of them sell or transfer their entire allocation in the said premises to any outsider or third party then the Owners or such Owners as the case maybe, shall make over such original title deeds to the Holding Organisation and/or Association and/or Adhoc Committee and/or persons entitled to hold the same.
- 5.4 As already stated above it shall be the obligation and responsibility of the Owners to make out a marketable title in respect of the said Premises and for the aforesaid purposes, the owners will make available copies of the original title deeds and other papers relating to the said Premises to the Developer and/or their Advocate.

ARTICLE VI - GRANT OF DEVELOPMENT RIGHT

- 6.1 In consideration of the payment of the refundable interest free security deposit amount to the owners as per Article XII hereunder and also the various terms, conditions and



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covenants recorded in this agreement and on the part of the Developer herein to be paid, performed and observed and further in consideration of the Developer having agreed to undertake development of the said Premises and construction of the new building and to incur the pre-development costs and the total development costs and all other costs, charges and expenses in connection therewith (hereinafter collectively referred to as the CONSTRUCTION COSTS), the Owners have agreed to grant unto and in favour of the Developer the exclusive right of development in respect of the said Premises and construction of the proposed new building as per the Plan to be obtained sanction by The Kolkata Municipal Corporation.

- 6.2 In consideration of the Premises and also the various terms, conditions, covenants and stipulations recorded in this Agreement and also the owners having agreed to entrust to the Developer the exclusive right to develop the said Premises as aforesaid, the Developer has agreed at its own costs to undertake, carry out and complete the development of the said Premises and construction of the new building as per the Plan to be sanctioned by The Kolkata Municipal Corporation and the same in the manner and within the time and as per the terms herein recorded.
- 6.3 It is recorded and declared that in part performance of their obligations recorded herein, the Owners have agreed that the

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Developer and its men and agents shall at all times be entitled as the Licensee to enter upon the said premises and further to carry out the works of development of the "said premises" and construction of the proposed new building thereat. In this regard, it is agreed and made clear that nothing contained in this agreement shall be construed as making over of possession of the said premises unto the Developer by the Owners within the meaning of Section 53A of The Transfer of Property Act, 1882.

6.4 It is also declared that this agreement is a business arrangement between the Owners and the Developer for construction and development of a new building at the said premises by the Developer at their own cost and expense and that the right of entry of the said premises shall be to the Developer only for the purpose of putting up the construction, erection and development of a new building at the said premises and also to fulfill all their obligations as contained in this Agreement and such right of entry shall only be a License coming within the purview of the provisions of Section 52 of The Indian Easements Act, 1882 and that in all circumstances, the Owners shall continue to be in control and physical possession of the said premises and the Owners shall continue to remain absolute and legal owner of the said premises till such time all the obligations are discharged and/or fulfilled by the Developer to the full satisfaction of the Owners and till

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then the Developer shall have only right of entry to the premises for putting up construction thereat and developing the same and that the same shall not be construed as transfer either under section 2(47) of The Income Tax Act, 1961 or under section 53A of The Transfer of Property Act, 1882.

- 6.5 It is specifically made clear that under this Agreement, the Developer is not a Transferee/Purchaser within the meaning of Section 53A of The Transfer of Property Act, 1882 and that the Owners have granted exclusive right to the Developer to carry out the work of construction and erection of the new building and sale of the Developers Allocation and that nothing contained herein shall be construed or treated as making over of possession of the said premises to the Developer and that no right to have possession of the said premises has been conferred on the Developer in any manner whatsoever.

ARTICLE - VII - DEVELOPER' S COVENANTS

- 7.1. In order to undertake development of the said Premises by constructing, erecting and completing the new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer shall at its own costs duly observe and perform the following:

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- (i) Apply at its own costs for obtaining necessary plan to be sanctioned by The Kolkata Municipal Corporation for development of the said premises and construction of the proposed new building at the said premises within 90 (ninety) days from the date of the Developer getting NOC from Urban Land Ceiling Authorities as per Article 7.1 (iii) hereunder and time in this respect shall be the essence of the contract. The above will be subject to the Owners approving the plan as per Clause 11.1 hereunder and the Owners submitting necessary undertaking to The Kolkata Municipal Corporation with regard to the tenants/occupiers of the said Premises. It has been agreed that the Developer shall pay the sanction fees and further obtain the sanctioned plan positively within 6 (six) months from the date of the Owners making over to the Developer the vacant possession of the said Premises and making available to the Developer NOC (No Objection Certificate) of all the tenants/occupants of the said premises, subject to the Owners approving the plan to be submitted for obtaining sanction as stated in clause 11.1 hereunder.
- (ii) apply for and obtain all consents, approvals, sanctions, clearances, No objections and/or permissions of concerned Government authorities and/or department as may be necessary and/or required for undertaking,

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carrying out and completing development of the said Premises and construction of the proposed new building;

- (iii) apply for and obtain necessary permission/No Objection under the provisions of The Urban Land (Ceiling & Regulation) Act, 1976 and the same positively within 120 (one hundred and twenty) days from the date of these presents;
- (iv) install all electricity, water, telecommunications, connections/services and also surface and foul water drainage at the Premises and the new building and shall ensure that the same connects directly to the mains;
- (v) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services;
- (vi) give all necessary or usual notices under any statute in respect of the development of the said Premises and further give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any

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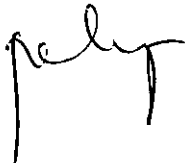
such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings;

(vii) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction, which may not be in accordance with the Plan and further to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;

(viii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction until obtaining the completion certificate of the said new building and/or buildings in accordance with the Plan, which may be sanctioned by The Kolkata Municipal Corporation and other authorities concerned and further to keep the Owners and each of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;

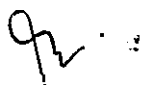
(ix) comply and/or procure compliance of, all conditions attached to the building permission and any other

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permissions, which may be granted during the course of development;

- (x) comply or procure compliance of all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Premises or the development;
- (xi) take all necessary steps and/or obtain all permissions, No Objections, approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises and construction of the new building;
- (xii) incur both pre-development costs and the total development costs and all other costs, charges and expenses for the purpose of constructing, erecting and completing the said new building in accordance with the Plan to be sanctioned by The Kolkata Municipal Corporation and other authorities concerned;
- (xiii) make proper provision for security of the said Premises during the course of development;

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- (xiv) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof;
- (xv) not to expose the Owners to any liability and shall regularly and punctually make payment of all fees and/or charges of the Architect, Engineer and other agents who may be employed or engaged for the purpose of construction, erection and completion of the said new building;
- (xvi) to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking, carrying out and completing construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed;
- (xvii) to provide suitable temporary accommodation in the ground floor at the said Premises to Gangaur shop, Cigarette shop and other occupiers described in Article 9.4 hereunder written demarcated in **BLUE** in the map or plan annexed hereto for their use and occupation of the same during the construction of the new building and till they are accommodated in the new building;

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(xviii) on and after commencement of construction of the new building, the Developer shall be entitled to obtain loan and financial assistance from any Bank or financial institution for carrying out and completing construction of the proposed new building and to secure the repayment thereof by creating a charge and/or lien over and in respect of the Developer's Allocation and the same without depositing the Title Deed of the said Premises and in this regard neither the Owners nor the Owners' Allocation shall in any way be responsible and/or liable for repayment of such loan amount or interest accrued or due thereon and the Developer has agreed to indemnify and keep the owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from;

(xix) the Developer shall be responsible from its own source to arrange all necessary finance and/or moneys as may from time to time be required for carrying out and completing the development of the said premises and construction of the proposed new building.

ARTICLE - VIII - TOTAL DEVELOPMENT COSTS

8.1. The Developer shall solely be liable to incur, bear and pay the entirety of the costs of development and construction

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including, without limitation, the items of costs and expenses listed below:

- (i) the costs of obtaining of all permissions, clearances, No objections, approvals and sanctions of plan in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
- (ii) the costs of investigations, surveys, and tests in respect of soil, drains, and structures;
- (iii) the costs including wages, salaries, fees and remuneration as maybe required to be incurred and/or payable to architects, surveyors, contractors, masons, mistris, engineers, quantity surveyors or others engaged in respect of the development work and/or construction of the new building;
- (iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the said Premises on the owners or occupiers of it in respect of the Development and all costs of construction of the new building;

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- (v) the costs of providing suitable temporary accommodations to the Gangaur shop, the Cigarette shop and other occupiers mentioned in Article 9.4 hereunder for their use during the development/construction works and till they are accommodated in the new building;
- (vi) the pre-development costs and all other sums required to be incurred, paid and spent by the Developer in relation to commencing, carrying out and completing the Development work and construction of the proposed new building/project including providing of services thereat;
- (vii) all costs and interests on the finance, which the Developer may avail for undertaking development work and/or construction of the proposed new building.

8.2. Notwithstanding anything to the contrary contained in this Agreement, it is agreed and made clear that the owners will not be liable to contribute and pay towards the pre-development costs and/or the total development costs.

ARTICLE - IX - TENANTS-OCCUPANTS

9.1. It is recorded that portions of the said premises are in possession of different tenants and occupiers as per details following :-

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- (i) Navin Joshi, Radha Joshi and Minu Joshi are in possession and occupation of a Sweetmeat Shop under the name "Gangaur Sweets" situated on the Ground Floor in the front side and the same facing the road, described in Part-I of the Third Schedule hereunder written (hereinafter referred to as "Gangaur Shop");
- (ii) Navin Joshi, Radha Joshi and Minu Joshi are in possession and occupation of a Restaurant under the name "Gangaur Snacks & Restaurant" situated on the Ground Floor in the front side and the same facing the road, described in Part-II of the Third Schedule hereunder written (hereinafter referred to as "Gangaur Snacks");
- (iii) One Mr. Ramesh and Kokil Verma are in possession and occupation of the Cigarette Shop situated on the Ground Floor in the front side and the same facing the road, described in Part-III of the Third Schedule hereunder written (hereinafter referred to as "Cigarette Shop");
- (iv) That apart from the said Gangaur Shop, Gangaur Snacks and the said Cigarette Shop, there are other tenants and occupants in possession of portions of the said premises, the details whereof have already been furnished to the Developer (hereinafter referred to as the "Other Occupiers");



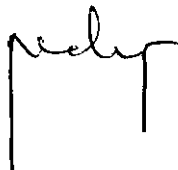
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- 9.2. The Owners hereby agree, acknowledge and confirm that it would be their responsibility and obligation at their own costs to cause the entirety of the building at the said premises (except the Gangaur Shop and Cigarette Shop and other occupants/tenants, who are provided temporary accommodation as per clause 7.1 (xvii) above to be vacated or settled as stated in clause 9.3 below) within a period of 9 (nine) months from the date of execution of this Agreement with a grace period of 3 (three) months (hereinafter referred to as the "Vacating Date"). The said "Vacating Date" is and shall always be treated as the essence of the contract.
- 9.3. The Owners by following due process of law shall be entitled at their discretion to cause vacating of the portions of the said premises in occupation of the "Other Occupiers", either by paying compensation or in the alternative by entering into Settlement Agreement or Understanding to accommodate such occupants/tenants in the proposed new building and to provide them space out of the Owners' allocation.
- 9.4. The Developer has agreed that in the event of any of the said "Other Occupiers", who are to be accommodated in the proposed new building, being required to be provided temporary accommodation during the period of development of the said premises and construction of the proposed new building, the Developer would arrange shifting of such



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occupiers by providing them suitable temporary accommodation out of the areas marked in BLUE in the map or plan annexed hereto as per clause 7.1 (xvii) above.

- 9.5. The Developer further agrees that in the event the Owners require funds for and on account of payment of compensation to the said "Other Occupiers" or any of them for and on account of obtaining surrender of their occupation/tenancy and also obtaining of the vacant possession of the portions in their occupation, the Developer would advance and pay to the Owners such required funds not exceeding the aggregate sum of Rs. 8,00,00,000/- (Rupees Eight Crores) only and the same to be adjusted against the security deposit amount to be paid by the Developer as per Clause 12.1 hereunder.
- 9.6. It has been agreed that as and when the said "Other Occupiers" or any of them would vacate the portions in their possession/occupation, the Owners would cause the portion so vacated to be made over to the Developer for the purpose of undertaking development of the said premises.
- 9.7. The Owners hereby agree to keep the Developer informed of all developments with regard to the Owners obtaining surrender of the respective tenancies/occupations of the existing tenants/occupiers and recovering vacant possession of the portions in their occupation.

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9.8. It is hereby expressly agreed and declared that in the event of default on the part of the Owners in making available to the Developer the Vacant Possession of the said premises within the said "Vacating Date" i.e. to say within 9 (nine) months with a grace period of 3 (three) months (totaling 12 months) from the date of these presents as per clause 9.2 above then and in that event the Developer shall be entitled to be paid by the Owners interest on all the security deposit amounts paid to the Owners by the Developer in the manner as follows :-

- i) Interest @ 16% per annum payable bi annually calculated on and from the date of expiry of the period of 12 (twelve) months from the date of execution of this agreement till the Developer has been handed over the Vacant Possession of the said premises or till repayment of the security deposit amount to the Developer if the Developer exercises the option of termination of this agreement as per clause 9.10 hereunder and ;
- ii. Interest @ 18% per annum payable bi annually calculated on and from the date of expiry of the period of 18 (Eighteen) months from the date of execution of this agreement till the Developer has been handed over the Vacant Possession of the said premises or till repayment of the security deposit amount to the Developer if the Developer exercises the option of termination of this agreement as per clause 9.10 hereunder and;

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iii. Interest @ 20% per annum payable bi annually calculated on and from the date of expiry of the period of 24 (Twenty Four) months from the date of execution of this agreement till the Developer has been handed over the Vacant Possession of the said premises or till repayment of the security deposit amount to the Developer if the Developer exercises the option of termination of this agreement as per clause 9.10 hereunder.

9.9. It has also been agreed that in the event the Owners fail to make available to the Developer the Vacant Possession of the said premises within the said "Vacating Date", the Developer shall be entitled apart from its right mentioned in the last preceding clause, to make negotiation with those of the said "Other Occupiers", who have not vacated portions in their occupation and further obtain surrender of their tenancies/occupations and recover vacant possession and/or enter into a settlement with them in respect of the portions in their occupation by paying adequate amount of compensation and the same in consultation with and as per suggestion of the owners. The amount of compensation, which the Developer may be required to incur and pay, shall be adjusted against the amount of refundable interest free security deposit to be paid to the Owners by the Developer as provided in Clause 12.1.

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9.10. It has further been agreed that despite efforts made both by the Owners and the Developer in the manner as hereinbefore stated, if the Developer ultimately finds that it is not possible to recover possession of portions of the said premises in possession of the "other occupants", then and in that event the Developer shall be at liberty to cancel or rescind this Agreement and in such an event, all amounts of interest free security deposit paid by the Developer till then shall become forthwith refundable by the Owners together with interest as provided in clause 9.8 herein above and till refund of the entire amount with interest, the Developer shall be entitled to retain possession of the portions vacated by the tenants/occupants.

ARTICLE - X : GANGAUR SHOP & CIGARETTE SHOP

10.1. Both the said Gangaaur Shop and Cigarette Shop respectively described in Parts-I and III of the Third Schedule hereunder written shall be entitled to continue to occupy their respective shops at the portions on the ground floor of the building at the said premises, where they are presently operating and the same till the time hereafter stated.

10.2. After commencement of construction of the proposed new building, should the Developer require the said Gangaaur Shop and Cigarette Shop or any of the Other Occupiers to vacate the portions in their respective occupations and shift to the temporary accommodation to be provided by the Developer at

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the said premises then in that event the owners/Joshi Group would cause, both the said Gangaur Shop and Cigarette Shop and the other Occupiers to shift once or two times to the temporary accommodation as may from time to time be made available by the Developer at the portions of the said premises and further to make available the vacant possession of the respective shops and portions in their respective possession to the Developer to enable it to cause demolition of the structures thereof and further to commence and carry out construction of the new building in the manner as provided herein. In this regard it is being clarified that the time taken by the said Gangaur Shop and the Cigarette Shop and other tenants for shifting to the temporary accommodation shall be excluded for the purpose of calculation of Completion time.

- 10.3. On completion of casting of roof of the 3rd floor of the proposed new building within 1 year from the date of commencement of construction, the said Gangaur Shop shall be provided shop space measuring carpet area of 1369 sqft. and the said Cigarette shop will be provided shop space measuring carpet area of 105 sqft. both on the ground floor facing the road and another space measuring carpet area of 1239 sqft. on the first floor to Gangaur Snacks thereupon the said Gangaur Shop, Gangaur Snacks and Cigarette Shop would shift to their respective new accommodations at the proposed new building and duly vacate the temporary accommodations, which are provided to them by the Developer. The Developer shall also cause shifting

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of the other occupiers/tenants of the said premises by providing them temporary accommodation as above and the same at such locations on the ground floor as required by the Owners. The abovementioned space which are to be provided to Gangaur Shop, Gangaur Snacks, Cigarette Shop and Other Occupiers shall be out of the Owners Allocation being 68.5% of the constructed area in the ground floor and the first floor respectively of the new building and the remaining 31.5% of the constructed area in the ground and the first floor respectively shall be the Developers Allocation. Necessary conveyance shall be executed by the Owners.

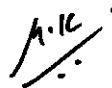
10.3.1 If the Developer fails to deliver vacant possession of the Office Room measuring carpet area of 1,239 sqft., on the first floor to Gangaur Snacks within a period of Fifteen months from the Vacating Date then the Developer shall pay compensation of Rs. 2,00,000/- (Rupees Two Lakhs only) per month for temporary closure of business of Gangaur Snacks jointly to Sri Navin Joshi, Smt. Minu Joshi and Smt. Radha Joshi for the period commencing from Sixteenth month from the Vacating Date until delivery of vacant possession of the said Office Room to Gangaur Snacks. The expression "Vacating Date" in this clause shall mean the date on which Gangaur Snacks delivers vacant possession of its shoproom on the ground floor to the Developer.



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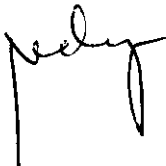


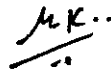
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- 10.4. It shall be the obligation of Joshi Group to ensure the vacating of the said Gangaur Shop, Gangaur Snacks and all other areas and spaces at the said premises, which have been and are in possession and occupation of the Navin Joshi, Radha Joshi and Minu Joshi as per the details mentioned in the Terms of Settlement dated 9th June, 2016 filed in Suit being C.S. no. 219 of 2011 (Teekoy Mercantile Private Limited & Ors. -Vs- Vaastu Realtors Private Limited & Ors) before The Hon'ble High Court at Calcutta and also to make over possession thereof to the Developer and further to cause Gangaur shop to shift to the temporary accommodations to be provided by the Developer in the manner stated hereinabove and in this regard, the said Mr. Navin Joshi shall keep the Developer and also the Owners indemnified for any loss due to any delay or default on his part.
- 10.5. The Owners shall jointly be responsible to cause the Cigarette shop to vacate the shop in their occupation and further to shift to the temporary accommodations, which maybe provided at the said premises by the Developer and in this regard the Owners shall jointly and severally keep the Developer indemnified for any loss due to any delay or default on their part.
- 10.6. It is agreed and made clear that on during construction of the new building, the areas and spaces required to be allocated and delivered respectively to the said other tenants/occupiers, as





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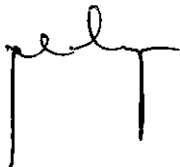
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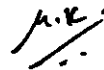
also the said Gangaur Shop, Gangaur Snacks and Cigarette Shop will be provided out of the Owners' Allocation. It is clarified that the carpet areas as provided in Clause 10.3 above shall be converted into super built up area as per the calculations approved by the Architect and the same shall be deducted out of the Owners Allocation.

ARTICLE XI - SANCTION OF PLAN

- 11.1. Immediately after the execution of this Agreement or soon thereafter, the Developer shall cause a map or plan to be prepared for submitting the same to The Kolkata Municipal Corporation for obtaining sanction of the same. Prior to the submission of the said Plan to the authorities concerned for sanction, the Developer would make over a copy of the plan to the Owners for their approval, whereupon the Owners would approve the same within 30 days from the receipt of the copy of the plan. In the event of any of the Owners having any suggestion or suggesting any alterations to the Plan and if such suggestions are lawful and/or beneficial to the project and/or results in optimization of the constructed area and/or adds value to the project then and in that event such suggestions of the Owners or any of them would be incorporated in the Plan. In the event the Owners fail to make any suggestions within 30 days from the receipt of copy of the plan(s) as aforesaid the plans shall be deemed to have been approved by the Owners.



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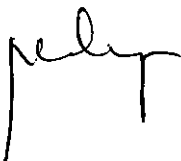


11.2. All costs, charges and expenses for preparation of the said Plan including the architects fees and sanction fees shall be paid, borne and discharged by the Developer and in no event the Owners shall be liable to contribute any amount on this account. On sanction of the Plan, the developer would furnish a copy thereof to the owners.

11.3. The Developer shall apply at its own costs for obtaining necessary plan to be sanctioned by The Kolkata Municipal Corporation for development of the said premises and construction of the proposed new building at the said premises within 90 days from the date of the Developer obtaining NOC from The Urban Land Ceiling Authorities as per Article 7.1(iii) hereinabove and time in this respect shall be the essence of the contract. The above will be subject to the Owners approving the plan as per Clause 11.1 hereinabove and the Owners submitting necessary undertaking to The Kolkata Municipal Corporation, if so required, with regard to the tenants/occupiers in the said Premises. It has been agreed that the Developer shall bear and pay the sanction fees and all other costs and further obtain the sanctioned plan positively within 6 (six) months from the date of the Owners making over to the Developer the vacant possession of the main building at the said Premises **TOGETHER WITH** the NOC from all occupants in the said premises and subject to the Owners approving the plans as stated in clause 11.1 herein.

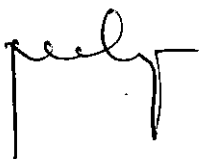
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- 11.4. The Developer shall keep the representative of the Owners posted with all major developments relating to the sanction of the Building Plan such as the date of submission of the Building Plan, date of receipt of intimation from The Kolkata Municipal Corporation for payment of sanction fees, date of payment of sanction fees and the date of receipt of the sanctioned Building Plan. The Developer shall make over a copy of the sanctioned Building Plan to the representatives of the Owners immediately upon receipt of the same from The Kolkata Municipal Corporation.
- 11.5. The parties have mutually agreed and decided to avail the benefit of additional FAR for construction of the proposed new building as per the provisions of Rule 69A or any other provisions of The Kolkata Municipal Corporation Building Rules, 2009 and the cost of availing such Additional FAR shall exclusively be borne by the Owners. It is also agreed between the parties hereto that the cost over and above the normal sanction fees/demand for obtaining the sanctioned plan, shall also be borne by the Owners.
- 11.6. The Architect to be appointed by the Developer may be substituted from time to time as the Developer in its absolute discretion may deem fit and proper.



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11.7. Notwithstanding anything to the contrary contained in this Agreement, the parties have agreed that in case of any of the under-mentioned events the Owners shall be entitled to cancel and/or terminate this agreement :-

- a) If the Developer fails to obtain the sanctioned Building Plan within a period of 6 (six) months from the date of the Owners making available vacant possession of the said premises TOGETHER WITH Agreement of Settlement or NOC from all the other tenants and/or occupants who shall remain in possession in respect of portions of the said premises as provided in Clause 9.2 above;
- b) If the Developer fails to commence the construction within a period of 4 (four) months from the date of obtaining of the sanctioned building plan inspite of the Owners having completed the demolition of the entire premises save and except the portions marked in BLUE in the map attached hereto.
- c) Despite expiry of the period of 18 (Eighteen) months from the date of this agreement, the Owners find it is not possible for them to make available to the Developer the vacant possession of the said premises in the manner as stated in clause 9.2 hereinabove, unless the Developer agrees and further commences construction of the proposed

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building without insisting the Owners to make available the vacant possession of the entire premises;

11.8. In case of cancellation of the instant Agreement at the instance of the Owners the Developer shall forthwith hand over to the Owners the vacant possession of the areas at the said premises made available to them by the Owners as per clause 9.6 above and simultaneously the Owners would refund to the Developer the entire amount as may till then be paid to them towards security deposit by the Developer and thereupon, the Developer shall cease to have any right in respect of the said premises and/or under the instant Development Agreement and further neither of the parties hereto shall have any claim against the other party. It is made clear that in case the Owners cancel this agreement in terms of Clause 11.7 (c) hereinabove they shall be liable to pay interest on the security deposit paid to them in terms of clause 9.8 hereinabove save and except that interest shall be calculated on and from the date of expiry of the period of 6 (six) months from the date of execution of this agreement instead of 12 months as provided in Clause 9.8 (i) hereinabove.

ARTICLE - XII : SECURITY DEPOSIT

12.1. The Developer shall pay to the Owners an aggregate sum of Rs.10,00,00,000/- (Rupees Ten Crores) only as and by way of security deposit (hereinafter referred to as the "said Security Deposit"). The said Security Deposit shall carry no interest and

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shall be paid by the Developer to the Owners in the manner hereafter stated:-

- (i) The Developer shall pay to the Owners a sum of Rs. 2,00,00,000/- (Rupees Two Crores) only on or before the execution of this Agreement;
- (ii) The Developer shall from time to time pay to the Owners within a week from the date of the owners demanding payment, such sum or sums of monies and the same to the extent of Rs. 8,00,00,000/- (Rupees Eight Crores) only as are required by the Owners for payment of compensation to the tenants/occupants for and on account of obtaining surrender of their respective tenancies/occupations and recovering vacant possession of portions of the said premises as per Article 9.5 above.

12.2. After adjusting the amounts as may from time to time be advanced and paid to the Owners as per sub-clauses (ii) of Clause 12.1 above, the balance of the said security deposit amount out of Rs. 8,00,00,000/- (Rupees Eight Crores only) would be paid by the Developer to the Owners immediately upon completion of the demolition of the structures of the main building.

12.3. The said interest free Security Deposit amount mentioned hereinabove shall be apportioned and paid by the Developer to the Owners in equal proportion. The Owners shall be jointly

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and severally liable for refund of the said Security Deposit amount to the Developer as hereafter provided.

12.4. The said Security Deposit amount would be refunded to the Developer by the Owners in the manner following :

- (i) Rs. 5,00,00,000/- (Rupees Five Crores) only being 50% of the said total Security Deposit would be refunded to the Developer by the Owners within 9 (nine) months from the date of sanction of the plan and commencement of construction of new building by the Developer and the same out of the amounts of earnest monies and part payments on account of sale and transfer by the Owners of the Units forming part of the Owners' Allocation;
- (ii) Rs. 4,00,00,000/- (Rupees Four Crores) only being 40% of the Security Deposit amount shall be refunded to the Developer by the owners within 30 (thirty) days from the date of completion of construction of the Project/New Building as per the specifications contained in the Fourth Schedule hereunder written as also the Developer obtaining the Completion Certificate and simultaneously with the Developer handing over the Owners Allocation to the Owners herein.
- (iii) Rs. 1,00,00,000/- (Rupees One Crore) only being the balance 10% of the Security Deposit amount shall be refunded to the Developer by the owners within 7

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(seven) days from the date of the Developer obtaining permanent water and drainage connections from The Kolkata Municipal Corporation;

- 12.5. For the purpose of securing refund of the said Security Deposit amount by the Owners to the Developer in the manner and within the time hereinbefore stated, it has been agreed that a particular space measuring super built up area not exceeding 7,000 Sqft. of the new building and the same out of the Owners' Allocation will be mutually earmarked (hereinafter referred to as the "Earmarked Area") at the time of Allocation of Space by both Developer and Owners as per clause 16.3 hereunder. It has been agreed that the said earmarked area of 7,000 sqft. shall be divided into two parts of 3,500 sqft. each which shall be used for securing the refund of the amount of security deposit in two parts of Rs. 5,00,00,000/- (Rupees Five Crore only) each. Thus on refund of the first tranche of security deposit as provided in clause 12.4 (i) above an area equivalent to 3,500 sqft. shall be released from the earmarked area and the balance 3,500 sqft. shall be kept as earmarked area till refund of the next tranche of the security deposit.
- 12.6. The parties have agreed that if the Security Deposit amount is not refunded by the Owners to the Developer within the period as mentioned in the last preceding clause, then and in that event the Developer shall be entitled on notice to the owners, to sell and transfer the said "Earmarked Area" as the

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Constituted Attorney on behalf of the Owners at the then existing market rate and out of the net sale proceeds thereof the Developer will adjust the amount of the Security Deposit amount or portion thereof as may then be refundable to the Developer and further pay to the Owners the amount, if any, which would remain balance after adjusting the Security Deposit amount.

- 12.7. The Parties have also agreed that in case of sale by the Developer of the "Earmarked Area" as aforesaid, the Owners shall have the First Right Of Refusal to purchase, which shall be exercised by the Owners within a period of 30 days from the date of notice by the Developer and in case the Owners fail to purchase the said "Earmarked Area" within the said stipulated period then and in that event after the expiry of 30 days from the date of receipt of notice by the Owners, the Developer shall be entitled to sell the earmarked area as it would deem fit and proper, without any objection from the Owners whatsoever and howsoever.

ARTICLE - XIII - AUTHORIZED REPRESENTATIVES

13. APPOINTMENT OF OWNERS' REPRESENTATIVE

- 13.1. For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Mahesh Kumar Prahladka, Sri Navin Joshi and Shri Vishal Dalmia shall jointly be deemed to be the authorised representatives for and on behalf of all the Owners for the following purposes:

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- (i) Giving and receiving of all notices, statements and information's required in accordance with this agreement;
- (ii) performance of the obligations and responsibilities of the Owners in connection with the Development and/or construction work as per this Agreement;
- (iii) for such other purposes of facilitating the work of completion of the said project by the Developer in terms of this Agreement.

13.2. APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

13.2.1. For the purpose of giving effect to this agreement and smooth implementation thereof it has been agreed that Shri Surendra Dugar and/or Sri Arun Kumar Sancheti shall be deemed to be the authorised representative of the Developer for the following purposes:

- i) Giving and receiving of all notices, statements and information required in accordance with this agreement;
- ii) performance of the obligations and responsibilities of the Developer in connection with the Development and/or construction work as per this Agreement;

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- iii) for such other purposes of carrying out the work of completion of the said project in terms of this Agreement.

13.3. It is hereby expressly made clear that any act, deed or thing done by any of the said authorised representatives respectively of the Owners and the Developer shall be final and binding on the parties to whom he/they represent.

ARTICLE - XIV - DEVELOPMENT

14.1 On issuance of the sanction of Plan by The Kolkata Municipal Corporation and also all other permissions by the authorities concerned and further the owners making available the Vacant Possession of the said Premises as provided in Clause 9.2, the Developer would undertake development of the said premises and construction of the building complex (hereinafter referred to as the START DATE) as follows :-

- (i) immediately commence and proceed diligently to execute and complete the development of the said Premises and Construction of the new building. Provided however and it is made clear that all the structures situated at the said premises save and except the portions marked in BLUE in the map or plan annexed hereto shall be demolished by the Owners at their cost within 120 days of getting the same vacated and time in this regard shall be the essence of contract. In the event of failure on the part of the Owners to do so,

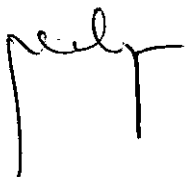
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the Developer shall carry out and is hereby authorised to undertake the demolition of the structures lying erected at the said premises and the Owners shall be liable to make payment of demolition costs. Provided however and it is agreed and made clear that the net revenue if any (i.e. after appropriation of the cost of demolition) which would be arising out of the demolition shall belong to the Owners.

- (ii) complete the development work and/or construction of the new building in a good and workmanlike manner and by use of good quality materials and the same as per details and specifications mentioned in the Fourth Schedule hereunder written and/or as may be recommended by the Architect free from any latent or inherent defect;
- (iii) execute and complete the development work and construction of the new building in accordance with the sanctioned plan and the same as per the Municipal Laws and building Rules and shall obtain all required permissions, clearances and NOC's which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement;



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- (iv) in connection with the development of the said Premises, the Developer shall be entitled to appoint its own professional team for undertaking development of the said Premises;
- (v) The Developer shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same;
- (vi) The Developer shall use all reasonable skill and care in relation to the development work and/or construction of the new building to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific;
- (vii) The plans shall be prepared and sanction shall be obtained competently and professionally so as to provide for a project free from any design defect and fit for the purpose for which is to be used;

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- (viii) The Developer shall commence and proceed diligently to execute and complete the development of the said Premises and construction of the new building:-
- (i) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials);
 - (ii) in accordance with the sanction Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- ix) The Developer shall use its best endeavors and cause the Development of the said premises and construction of the new building strictly in accordance with the provisions of this Agreement.

ARTICLE - XV - CONSTRUCTION AND COMPLETION

15.1. The work of construction of the proposed new building will be commenced within one month from the date of the Developer being made available vacant possession of the said premises and also the plan is sanctioned by the authorities concerned and also after demolition of the existing structures at the said

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premises (except the portions marked in BLUE in the map or plan annexed hereto). Unless prevented by force majeure causes, the said Project shall be constructed erected and completed within a period of 42 (Forty-two) months with a grace period of 6 (six) months from the date of sanction of the said Plan or from receiving peaceful Vacant Possession of the said Premises or after completion of demolition of the structures at the said premises (except the portions marked in BLUE in the map or plan annexed hereto), whichever event happens later (hereinafter referred to as the **COMPLETION DATE**).

- 15.2. In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances amounting to Force Majeure as hereinafter stated.
- 15.3. In case the Developer fails or neglects to complete the Building(s) within the above stated Completion Date, i.e. 42 (Forty-two) months with a grace period of another 6 (six) months) then in that event the Developer shall be liable and hereby agrees to pay to the Owners collectively a Sum of Rs. 5,00,000/- (Rupees Five Lakhs only) per month as pre-determined liquidated damages on and from the "Completion Date" till the completion of construction of the new Building.

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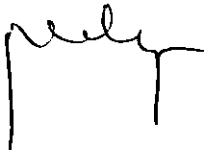
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15.4. The Developer shall be authorized at its own costs and in the names of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and similarly to apply for and obtain temporary and permanent connection of water, electricity, power, drainage to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney and other authorities as shall be needed and/or required by the Developer.

15.5. The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned plan and any amendment thereto or modification thereof made or caused to be made by the Developer and in compliance with the Municipal Laws including the Building Rules and regulation of the Municipal Corporation.

15.6. All costs, charges and expenses including rates and taxes accruing or becoming due after the Start Date till the Completion Date shall be paid, borne and discharged by the Developer and the Owners shall bear no responsibility in this context.



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- 15.7. The Developer shall solely and exclusively be responsible for the structural stability of the new building to be erected and further be liable for all actions, claims and demands, which may arise due to deviation from the sanctioned plan and/or violation of Municipal Laws. The Developer shall strictly observe all required safety measures during carrying out the development work and/or construction of the new building.
- 15.8. The Developer shall duly comply with all statutory requirements as also to perform all statutory formalities as may from time to time be required for carrying out and completing the work of development of the "said Premises" and/or construction of the said proposed new building.
- 15.9. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer concerning or relating to the development of the said premises and construction of the said new Building.
- 15.10. The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said new building in deviation of the Plan and/or for any defect therein.
- 15.11. If any accident or mishap takes place during construction until completion of the new building whether due to negligence or

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otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.

15.12. The Developer shall provide necessary common parts, facilities and amenities including the water, drainage and sewerage connections at the new building for beneficial use and enjoyment of the units at the new building and the same as described in Part-I of the Fourth Schedule hereunder written.

15.13. The Developer shall after having completed construction of the new building duly apply for and obtain necessary Completion Certificate and/or Occupation Certificate from the concerned authority as may be required for the use and occupation of the units by the buyers/owners.

ARTICLE - XVI - SPACE ALLOCATION

16.1. It is hereby agreed and declared by and between the parties hereto that in consideration of the premises and also the Owners being the owners of the said Premises the Owners shall be entitled to ALL THAT the 68.5% (sixty eight and half percent) of the total constructed area to comprise in various flats, units, apartments, constructed spaces, shoprooms and/or showrooms and the open, covered and mechanical car parking spaces TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities, roof and amenities comprised in the said housing

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complex and TOGETHER WITH the undivided proportionate share in the land comprised in the said premises appurtenant thereto (hereinafter referred to as the **OWNERS' ALLOCATION**).

- 16.2. It is hereby also agreed and declared that in consideration of the Developer at its own costs undertaking the development of the said Premises and construction of the new building, the Developer shall be entitled to retain for itself ALL THAT the remaining 31.5% (thirty one and half percent) of the total constructed area to comprise in various flats, units, apartments, constructed spaces, showrooms and/or showrooms and open, covered and mechanical car parking spaces TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities, roof and amenities comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land comprised in the "said premises" appurtenant thereto (herein referred to as the **DEVELOPER'S ALLOCATION**).
- 16.3. Within fifteen days from the date of sanction of the Plan by the authorities concerned, the parties hereto shall mutually identify and demarcate their respective allocations and the same shall be recorded in an Agreement to be executed by the parties hereto. The Space Allocation would be done in a reasonable and rational manner. The Owners inter-se shall also mutually allocate their respective allocations

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simultaneously on finalization of demarcation respectively of the Owners' allocation and the Developer's allocation.

- 16.4. Each of the parties shall be entitled to enter into agreements for sale and transfer of the units forming part of the their respective allocations (except the Earmarked Area) independently of each other for which no further consent of the other party shall be necessary and/or required, it being however expressly agreed and understood that the Owners shall willingly and without any act deed or thing join as parties in all or any agreement of sale and/or transfer in respect of the units and areas forming part of the Developer's Allocation for the purpose of perfecting the title of the intending purchasers.
- 16.5. The Owners will grant a General Power of Attorney and/or authorize by way of Board Resolution the Developer and their nominees/authorized representatives named in 13.2 hereinabove to act jointly and/or severally and further to obtain sanction plan and obtain other clearances, permissions and NOC's from the concerned departments in the name and on behalf of the Owners.
- 16.6. The Developer will grant a General Power of Attorney and/or authorize by way of Board Resolution the Owners and their nominees/authorized representatives named in 13.1 hereinabove to enable any two of them to act jointly and further to execute and register the Deeds of Conveyance and

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the Sale agreements in respect of the units forming part of the Owner's Allocation in the name and on behalf of the Developer as Confirming Party in favour of the Intending Purchasers.

- 16.7. The earnest money, part payments and consideration amount payable by the endusers/purchasers in respect of the units forming part of the Developer's Allocation shall be received realized and collected by the Developer. Similarly, the earnest money, part payments and Consideration amount payable by the purchasers/endusers in respect of the units forming part of the owners' allocation shall be received, realized and/or collected by the Owners.
- 16.8. The Owners and the Developer further agree, record and confirm that the ingress and egress to and from the Commercial Part and portion of the new building shall be separate from those of the Residential part and portion of the new building and that the endusers of the Commercial Part and portion shall have no right in respect of the common parts and portions belonging to and meant for use and enjoyment by the residential flat/apartment owners.
- 16.9. The Service Tax, Income Tax and any other taxes including G.S.T (if applicable) which may be imposed by any authority, payable in respect of the said premises and/or flats, units respectively forming part of the Owners' Allocation and the Developer's allocation shall be paid respectively by the

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Owners and the Developer. It is hereby expressly made clear that the Developer would not be responsible for payment of the said taxes in respect of the Owners Allocation. It is hereby agreed between the parties hereto that the Owners shall pay the Service Tax on their allocation within 15 days from the date of the same becoming payable by the Owners as per the relevant provisions of law. It being agreed that if any interest and/or penalty is levied by the Service Tax Authorities for delay/non payment of the Service Tax in respect of the Owners Allocation then in such an event the same shall be borne by the Owners. The Owners shall keep the Developer indemnified for any loss costs and consequences for non payment or delay in payment of such service tax amount.

16.10. The Developer shall be liable to make payment of the Service Tax and all other statutory dues and levies while undertaking construction of the new building and/or buildings in terms of this agreement **PROVIDED** **HOWEVER** the Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats, units, apartments, constructed spaces and car parking spaces forming part of their respective allocations as specified in Articles 16.1 and 16.2 above.

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16.11. After completion of construction and handing over of possession of the said project/ new building, the Developer and/or its nominees/transferees shall be liable to pay its proportionate share of municipal taxes and maintenance charges i.e. 31.5% (thirty one and half percent) and that the balance 68.5% (sixty eight and half percent) of the municipal taxes and maintenance charges will be on account of the Owners and/or their nominees/transferees.

ARTICLE - XVII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

17.1. **CHARGES** - All agreements which shall be entered into for sale and transfer of the various flats, units, showrooms, shoprooms apartments, constructed spaces and car parking spaces in the said project/new building, whether forming part of the Owners' Allocation or the Developer's Allocation shall provide for making payment of the following amounts to the Developer and the same at or before the making over possession to the intending Purchaser(s). It is made clear that in the event of the Owners entering into agreement for sale of the Units and Spaces forming part of the Owners' allocation, the Developer will be entitled to be paid by the buyers/transferees of the undermentioned amounts. It is also clarified that the expression Buyers/Transferees includes the Owner and the Developer, to the extent of unsold/retained Units in the Project :

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- (i) proportionate share of CESC Transformer charges/HT Services on actuals;
- (ii) proportionate share of Generator connection to the flat/showroom on actuals;
- (iii) Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder on actuals;
- (iv) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
- (v) Deposit towards maintenance charges estimated for one year.

17.2. In addition to the above, each of the Intending Purchasers of units forming part of both Owners' allocation and the Developers Allocation at the new building in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates, taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchasers. The same shall also be paid by the Developer in respect of the Unsold Units of the new building.

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- 17.3. The aforesaid charges are indicative and the Developer in consultation with the Owners at the time of forming the Association can impose such further charges which are to be recovered and/or paid by the intending purchasers of the units at the proposed new building.
- 17.4. SINKING FUND - In addition to the above and in order to maintain decency of the said project to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure, each of the intending purchasers including the Owners and the Developers for the unsold units shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Owners and the Developer in consultation with each other.
- 17.5. As and when the intending buyers of the flats, units, apartments, showrooms, constructed spaces and car parking spaces forming part of the Owners' Allocation would be made over possession of their respective units the Owners would receive, realize and recover the payment of the amounts of Sinking Fund and Maintenance Deposit, municipal tax deposits as stated hereinbefore from the intending purchasers and shall make over the same to the Developer who in its turn after adjusting and appropriating the amounts incurred by it,

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shall make over the balance to the Holding Organisation upon its formation.

ARTICLE - XIII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

18.1. The Developer jointly with the Owners shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project also the common parts and essential services at the new building. Each of the intending buyers acquiring a unit/space in the said project shall be liable and agree to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Holding Organisation/maintenance company/association or to the Developer till such time the Holding Organisation is formed.

ARTICLE - XIX - FORCE MAJEURE

19.1. The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- (i) Fire;
- (ii) Natural calamity;

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- (iii) Tempest;
- (iv) Declared and undeclared war, riot and civil commotion;
- (v) Any prohibitory order from the court, The Kolkata Municipal Corporation and other authorities not arising due to any breach or default on the part of the Developer.

19.2. The Developer shall intimate in writing to the Owners' representative in case the development work is stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project.

ARTICLE - XX - HOLDING ORGANISATION

20.1. After completion of the said Project, the Developer with the consent and concurrence of the Owners shall cause a Society/Syndicate/Association/Company/LLP to be formed for the purpose of taking over of the maintenance and administration of the common parts and portions and also for the purpose of rendition of the common services. Each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization. Such organization shall be a non profit making organization.

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- 20.2. In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted to any Facility Management Company (hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a unit/space in the said new building and/or project shall be liable unconditionally to make payment of the proportionate share of the maintenance charges including the fees of the Management Company to such Management Company without raising any objection whatsoever or howsoever.
- 20.3. After completion of the new building, the Developer may entrust the maintenance of the common parts and portions and rendition of common services to an Adhoc committee (hereinafter referred to as the **ADHOC COMMITTEE**) and such Adhoc Committee shall comprise of the Owners, Developer in respect of their unsold units and their transferees.

ARTICLE - XXI - OWNERS'S OBLIGATIONS

21.1. The Owners have agreed:

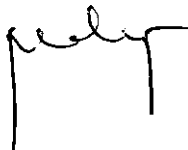
- (i) To co-operate with the Developer in all respect for development of the said premises in terms of this agreement;

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- (ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time;
- (iii) For the purpose of obtaining all permissions, approvals and/or sanctions by the Developer, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan;
- (iv) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
 - a) Obtain sanction of the plan;
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities;
 - c) To appoint Architect, Engineers, Contractors and other Agents;
 - d) Do all acts deeds and things for the purpose of giving effect to this agreement;
 - e) For the successful completion of the project as per this agreement, the Owners have agreed that



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during the continuance of this agreement, unless otherwise mutually agreed between the Parties, there will be no change in the existing management of the Owners Companies and the shares will continue to be held by the present shareholders excepting that the shareholders may transfer the shares amongst themselves interse and/or their respective family members. This agreement has been approved by the Shareholders of the Developer Company as also of each of the Owners/Companies in their respective General Meetings.

- 21.2 The Owners and/or their transferees/nominees shall be liable to make payment of the municipal taxes and all other taxes related to the Owners' allocation from the date of obtaining Completion Certificate and notice of possession.

ARTICLE - XXII- (DEVELOPER'S INDEMNITY)

- 22.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission or omission of the Developer in or relating to the construction of the said new Building till the expiry of the defect liability period i.e. 1 year from the date of notice of possession issued by the Developer

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or 1 year from the date of obtaining completion certificate whichever is later.

22.2. The Developer hereby undertakes to keep the Owners and each of them indemnified and indemnifies against all actions, suits, costs, proceedings and claims that may arise due to the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said new Building and/or for any defect therein till the expiry of the defect liability period i.e. 1 year from the date of notice of possession issued by the Developer or 1 year from the date of obtaining completion certificate whichever is later.

22.3. If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

22.4. The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever.

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ARTICLE - XXIII - BREACHES

- 23.1. Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and that in the event of any breach on the part of either party (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.
- 23.2. In case of failure or non performance by the Developer as per the provisions of the instant Development Agreement, the constructed units at the said premises shall vest upon the Owners and the rights and powers given to the Developer shall stand revoked.
- 23.3. It is hereby made expressly clear that none of the parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to arbitration as per Article 28 hereunder. The Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development. In the event if there is any dispute between the Owners inter-se, then and in that event the Developer's right will not be effected, or the work of construction will not be stopped or hampered. However in case of any dispute between the Owners interse the same shall be referred to Arbitration and the construction shall under no circumstances be stopped.

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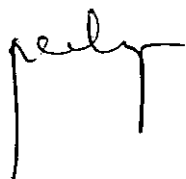
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23.4. If due to inter se dispute of the Owners there is any delay in the completion of the project or the construction is stopped then in such event the concerned owner, who will raise dispute and will cause obstruction in construction in any manner either by obtaining any restraining order, in any legal proceeding or from any authority, shall be exclusively liable to pay interest @ 16% p.a. to the Developer on the entire investments made till then by the Developer at the said premises and the Developer shall be entitled to withhold delivery of possession of such units and other spaces at the building forming part of the allocation of the concerned Owner(s) as be sufficient to secure the payment of the amount of interest payable to the Developer as aforesaid from such concerned owner (s) till the said interest is paid by the concerned Owner(s) to the Developer. However, the entitlements of the remaining owners shall not be disturbed or withhold by the Developer in any manner. The right of the Developer to recover such interest shall be restricted and enforceable only against the aforesaid concerned owner. The Developer on the advice or request of any individual owner will not stop construction on any pretext and if the Developer does so, it will do so at its own risk and cost.

ARTICLE - XXIV - MUTUAL COVENANTS

24.1. It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is the development of the said Premises by



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construction of new building and/or buildings thereon by the Developer and to sell and transfer the various flats, units, apartments, showrooms, constructed spaces and car parking spaces respectively forming parts of the Owners' allocation and the Developer's allocation in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other in this matter.

24.2. Neither of the Parties hereto shall do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained. The parties hereto shall do all acts deeds and things as and when necessary and/or required for smooth implementation of this agreement.

24.3. The Owners agree and undertake not to do any act deed or thing which may cause hindrance or obstruction in the Developer undertaking the work of construction of the said new building and/or buildings in terms of this agreement. The Owners further agree and undertake not to create any kind or charge and/or mortgage nor to lease out and/or let out and/or part with possession of the existing building and structures at the said premises or any part thereof, without the consent of the Developer, in writing.

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ARTICLE - XXV - NEGATIVE COVENANTS

25.1. As and by way of negative covenant the Owners have assured and covenanted with the Developer as follows:

- (i) Not to enter into any agreement for sale transfer and/or development in respect of the said Premises. The Owners however shall be at liberty to enter into Agreements for Sale and also to sell the units and portions forming part the Owners' allocation in the proposed new building. Provided however that the Conveyance Deeds of the Units forming part of the Owners' allocation can be executed only after the Developer has obtained completion certificate from The Kolkata Municipal Corporation;
- (ii) Not to create any interest of any third party into or upon the said premises or any part or portion thereof. This will not however prevent the owners from selling on ownership or otherwise disposing of the units and other spaces forming part of the Owners' allocation in the new building;
- (iii) Not to induct any occupant/tenant after execution of this Agreement but this will not prevent the owners from inducting tenants and other occupiers in the Flats/units forming part of the owners' allocation in the new building;

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- (iv) To hold the said Premises in trust and for the purposes of this agreement;
- (v) Not to do any act deed or thing which may be contrary or in violation of any of the terms and conditions of this agreement;
- (vi) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXVI- DOCUMENTATION

26.1. All Agreements, contracts, deeds and documents for sale on ownership or otherwise disposal of the units and/or of the saleable spaces at the building shall be jointly prepared by Messrs R. L. Gaggar, Solicitors & Advocates & Messers B.K. Jain & Co., Solicitors & Advocates in consultation with each other.

ARTICLE XXVII- MISCELLANEOUS

27.1. **BORROWING** : After obtaining sanction of the Plan as also commencement of construction of the new building, the Developer shall be entitled to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the said purpose, the Developer shall be entitled to create a charge and/or mortgage over and in respect of the right title interest of the Developer in respect of the



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Developer's allocation under this Agreement, without depositing the title deeds of the said premises **IT BEING EXPRESSLY AGREED AND DECLARED** that in no event the Owners shall assume any liability and/or responsibility in respect of such loans and/or finances as may be availed by the Developer and the Developer has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- 27.2. **RELATIONSHIP OF THE PARTIES** - The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners and Developer or constitute an association of persons.
- 27.3. **NON WAIVER** - Any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned, such tolerance or indulgence shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 27.4. **ENTIRE AGREEMENT** - This agreement supersedes all representations, understandings, writings and/or correspondence made between the parties hereto prior to the

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date of execution of this agreement. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties. This agreement also supersedes all documents exchanged between the owners interse in respect of the said Premises.

27.5. **COSTS:** Each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. The Stamp Duty and Registration charges towards this agreement, supplementary agreement, power of attorney etc. shall be paid borne and discharged by the Developer.

27.6. **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered or sent by Speed Post with recorded delivery any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served two days after dispatch of the same by Speed Post.

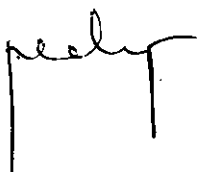
27.7. Time shall be the essence as regards the time and period mentioned herein and also the times and periods, which may hereafter be agreed in writing between the parties are substituted or modified or extended.

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- 27.8. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 27.9. Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability, which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 27.10. All municipal rates, taxes and other outgoings (hereinafter referred to as the RATES & TAXES) payable in respect of the said Premises upto the date of handing the Vacant Possession shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer until handing over of the Owner's Allocation.
- 27.11. No modifications, amendments or waiver of any of the provisions of this agreement shall be valid and effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 27.12. This agreement shall be binding on the parties hereto and their respective successors and assigns.



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27.13. In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

27.14. Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.

27.15. Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably required for from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

27.16. The parties shall get this Agreement registered in the Office of The Registrar Of Assurances, Kolkata.

ARTICLE - XXVIII - ARBITRATION

28.1. The parties as far as possible shall try to amicably resolve all disputes and differences which may arise but in the event of such differences and/or disputes are not amicably resolved

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then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two Arbitrators appointed by the parties and the provision of the Arbitration and Conciliation Act, 1996 shall apply.

- 28.2. The Arbitrator to be appointed by the Owners shall be appointed with the mutual consent of all the constituents of the Owners. If all the constituents of the Owners fail to concur in the appointment of their Arbitrator then such Arbitrator shall be appointed by the Court.
- 28.3. The Arbitral Tribunal shall be entitled to proceed summarily and need not give any reasons for its award. The venue of the Arbitration proceeding shall be at Kolkata. The Arbitral Tribunal may make interim Awards. The Award of the Arbitral Tribunal shall be final and binding;

ARTICLE - XXIX - JURISDICTION

- 29.1. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

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THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)

All that an area of 2 Bighas 1 Cottahs 7 Chittaks and 15 Sq. ft. be the same a little more or less Together with two storied pucca brick built building, heriditaments, tenements, dwelling houses, out-houses, shops, show room, garages, boundary walls and other structure whatsoever lying erected and/or built thereon containing by admeasurement an aggregate area of 29850 Sq feet of built up area(more or less) having ground floor measuring 14925 Sq feet and having First Floor measuring 14925 Sq Feet having cemented flooring situate lying at and being Municipal Premises No. 2, Anandilal Poddar Sarani also known as Russel Street (formerly known as 2, 2A and 2B, Russel Street), being Holding No. 5, in Block - XVIII in the South Division of the town of Calcutta and shown and delineated in RED borders in the map or plan annexed hereto and butted and bounded in the manner as follows:-

On the North by : Premises No. 33, Chowringhee Road, occupied by Bengal Club

On the South by : Premises No. 2/1, Anandilal Poddar Sarani,

On the East by : Anandilal Poddar Sarani, and

On the West by : Partly by Premises No. 34, Chowringhee Road and partly of 2/1, Anandilal Poddar Sarani,

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THE SECOND SCHEDULE ABOVE REFERRED TO

(DETAILS OF THE DEEDS OF CONVEYANCES WHEREBY THE OWNERS ACQUIRED THE SAID PREMISES)

Sl. No.	Name of Transferor	Name of Transferee & Address	Deed No.	Date of Reg.	Book No.	Vol No.	Page No.	Schedule of Property Transfer
1	Nihar Kumar Daw Son of Rabindra Nath Daw	Messrs Calico Dealcom Pvt. Ltd.	2767	25/09/1996	1520	I	96-114	1/12 th share of land containing an area of 2 Biglas 1 Cottahs 7 Chittaks and 15 Sq. ft. situated at 2, Anadilal Poddar Sarani also known as Russel Street (formerly known as 2, 2A and 2B Russel St.)
	Do	Messrs Rameshwar Traders Pvt. Ltd.	2770	25/09/1996	1520	I	153-171	Do
	Do	Messrs Dalmia	2769	25/09/1996	1520	I	134-152	Do

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		Realtors Pvt. Ltd.							
	Do	Messrs Aahar Exports Pvt. Ltd.	2768	25/09/19 96	1520	I	115- 133	Do	
	Do	Messrs Purnima Textrade Pvt. Ltd.	2771	25/09/19 96	1520	I	177- 190	Do	
	Do	Messrs Joshi Realtors & Develope rs Pvt. Ltd.	2772	25/09/19 96	1520	I	191- 209	Do	
	Ranjit Kumar Daw, son of Rabindra Nath Daw	Messrs Mahavir Commod ities Pvt. Ltd.	2765	25/09/19 96	1520	I	58-76	Do	
	Do	Messrs Ricon Sales Pvt. Ltd.	2764	25/09/19 96	1520	I	39-57	Do	
	Do	Messrs Teekoy Mercantil e Pvt. Ltd.	2763	25/09/19 96	1520	I	20-38	Do	
	Do	Messrs Gyandee P Merchant s Pvt. Ltd.	2762	25/09/19 96	1520	I	1-19	Do	
	Do	Messrs Pushpsal a Sales Pvt. Ltd.	2761	25/09/19 96	1519	I	172- 190	Do	

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	Do	Messrs Vaastu Realtors Pvt. Ltd.	2766	25/09/19 96	1520	I	77-95	Do	
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THE THIRD SCHEDULE ABOVE REFERRED TO

(PART I - "GANGAUR SHOP")

Name of the Occupant/Tenant	Floor	Area
Gangaur Sweets	Ground floor	330 sqft.

(PART II - "GANGAUR SHOP")

Name of the Occupant/Tenant	Floor	Area
Gangaur Snacks	Ground floor	664 sqft.
Gangaur Snacks	Mezzanine Fl.	628 sqft.

(PART III -DETAILS OF CIGARETTE SHOP")

Name of the Occupant/Tenant	Floor	Area
Ramesh & Kokil Verma	Ground Floor	135 sqft.

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THE FOURTH SCHEDULE ABOVE REFERRED TO

PART - I

**COMMON PARTS, PORTIONS, AREAS, FACILITIES AND
AMENITIES**

1. Lobbies, common passages and staircases of the Building and common paths in the Premises.
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks, water pipes (save those inside any Unit) and deep tubewell appurtenant to the Building.
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
7. Fire fighting equipment in the Building.
8. Intercom system & CCTV.
9. Caretaker Room, Durwan Room/Gumti.
10. Car Porch Area.
11. Space for Generator installation, Electrical installation and Meter Room.
12. Lightening Arrester.
13. Generator for Common Areas and facilities.
14. Energy Efficient Lightning in Compound, Lobby, Staircase and Common areas.

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PART - II**(SPECIFICATIONS FOR RESIDENTIAL AREA)**

FOUNDATION: RCC Pile Foundation.

STRUCTURE: Earthquake resistant Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs and RCC retaining walls in the basement.

WALLS : 10" Oven Baked Clay Brick for exterior walls and 5" Oven Baked Clay Brick for interior walls with cement mortar plaster.

ELEVATORS : Three nos. Automatic High Speed Lifts of MITSUBUSHI or equivalent (10 to 13 passengers) each with Stainless Steel Doors and Cabin and One no. Stretcher Elevator.

FLOORING :

- All premium quality imported Italian marble slab flooring in the dining area, drawing room area, bed rooms, bathrooms and kitchen.
- All kitchens and bathrooms floors to be properly water proofed.
- Stair Case- Granite

DOORS & WINDOWS :-

- **MAIN DOOR :** Wooden decorative main doors with Night Latch and decorated handle.
- **BEDROOM DOORS :** Flush Door with both sides Teak Veneer with decorated lock and handle.
- **BATHROOM DOORS :** Flush Door with one side Teak

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Veneer and laminate on the other side.

- **WINDOWS** : Suco Series Windows matching with the elevation.

WALL FINISH AND INTERIORS :-

- Cement putty 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 Copper wiring throughout in concealed conduits with provision for adequate light points, TV, Telephone Sockets with premium quality MCB's and modular switches together with the main line.
- Premium quality copper wiring with A/C points in all the bedrooms, sitting & dining.

KITCHEN :-

- Granite top cooking platform with one stainless steel sink with drain board and 2 ft. height premium quality vitrified tiles of Vera Mora, Johnson, Orient or equivalent above platform.
- Hot and cold water line in the Kitchen.
- Exhaust fans in the Kitchen.
- Pipeline provision for kitchen chimney.

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- Waterproofing.

BATHROOM :-

- Premium Quality tiles upto Door height.
- Roca/Grohe/Bravate fittings in all the bathrooms.
- Light coloured Kohler/Roca/American Standard sanitary ware.
- Hot and cold water line in all the bathrooms.
- Exhaust fans in bathrooms.
- Geyser points in all bathrooms & 1 washing machine point.
- Water proofing.

GENERAL FACILITIES:-

- Intercom facility in each flat with closed circuit T.V. for communication between main lobby, gate and flats.
- Provision for piping and ducting for installation of split air conditioner units for the entire flat and provision for installation of outdoor unit.
- DTH/Cable connection in all bedrooms and drawing room..
- Fire fighting equipments as per recommendations of WBF&ES.
- Power Back-up for common areas and facilities with a minimum Power Backup of 2KVA in each flat.
- Air-conditioned Community Hall.
- Main lobby at the ground floor to be air-conditioned (Daikin/Toshiba/Mitshibishi)
- Water and Heat proofing of the roof and finished with roof tiles.

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- 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 heavy duty tiles/ stone
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Car parking on the basement and the ground floor.
- Mechanical parking on the basement and ground floor.
- Air Conditioned and well equipped Gym, Steam, Sauna and Jacuzzi.
- Common roof with roof garden.
- Lawn and Landscaped Garden.
- Lounge.

POWER SUPPLY & BACK UP:

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

(SPECIFICATIONS FOR COMMERCIAL AREA)

FOUNDATION: RCC Pile Foundation.

STRUCTURE: Earthquake resistant Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs and RCC retaining walls in the basement.

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WALLS : 10" Oven Baked Clay Brick for exterior walls and 5" Oven Baked Clay Brick for interior walls with cement mortar plaster.

ELEVATORS : Two nos. Automatic Lifts of MITSHIBUSHI or equivalent (10 to 13 passengers) each with Stainless Steel Doors and Cabin.

FLOORING :

- Premium Quality Vitrified Tiles.
- All pantry and bathrooms 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 :** Suco Series Windows matching with the elevation.

WALL FINISH AND INTERIORS :-

- Cement putty 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-termites treatment on land and building plinth.

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ELECTRICAL :-

- Premium Quality Copper wiring throughout in concealed conduits with provision for adequate light points, Telephone Sockets with premium quality MCB's together with the main line.

PANTRY :-

- Granite top cooking platform with one stainless steel sink with drain board and 2 ft. height premium quality vitrified tiles of Vera Mora, Johnson, Orient or equivalent above platform.
- Hot and cold water line in the Pantry.
- Exhaust fans in Pantry.
- Waterproofing.

BATHROOM :-

- Premium Quality tiles upto Door height.
- Roca/Grohe/Bravate fittings in all the bathrooms.
- Light coloured Kohler/Roca/American Standard 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.
- Fire fighting equipments as per recommendations of WBF&ES.
- Power Back-up for common areas and facilities.

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- Main lobby at the ground floor to be air-conditioned (Daikin/Toshiba/Mitshubishi)
- 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 heavy duty tiles/ stone.
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Car parking on the basement and the ground floor.
- Mechanical parking on the basement and ground floor.
- Well equipped Gym with AC, Steam, Sauna and Jacuzzi.
- Lawn and Landscaped Garden.
- Lounge.

POWER SUPPLY & BACK UP:

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

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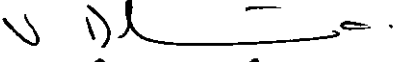
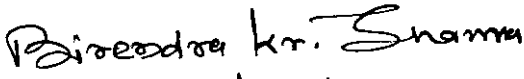
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92.

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

SIGNED AND DELIVERED by the OWNERS at Kolkata in the presence of:

1. 
18, Ritaze Rd
W-19
2. 
9/5, G.P. Road,
Baidyabati,
Hooghly - 712222


For TEEKOY MERCANTILE PVT. LTD.


Director

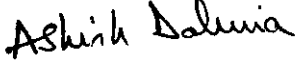
For RICON SALES PVT. LTD.


Director

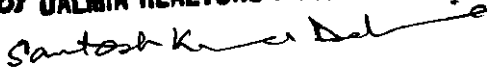
For CALICO DEALCOMM PVT. LTD.


Director


For Ashish Realtors (P) Ltd


Director.

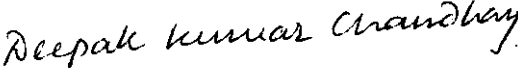
For DALMIA REALTORS PRIVATE LIMITED


Director

AAHAR EXPORTS (P) LTD.


Director

RAMESHWAR TRADERS (P) LTD.


Director

PURNIMA TEXTRADE (P) LTD.

Deepak Kumar Chaudhary.

Director

RUSHPSALA SALES (P) LTD.

Deepak Kumar Chaudhary.

Director

STANDEEP MERCHANTS PVT LTD.

Namji

Director

GANAVIN COMMODITIES PVT LTD

Namji

Director

JOSHI REALTORS & DEVELOPERS PVT. LTD.

Namji

Director.

SIGNED AND DELIVERED by
the DEVELOPER at Kolkata in the
presence of:-

1. *Jayanti Pandit*
83 Topsia Road (S)
Kolkata - 700046.
2. *Dhruj Sethi*
83 Topsia Road (S)
Kolkata - 700046

PS GROUP REALTY LTD.

Sumit Kumar Singh

Director

MEMO OF CONSIDERATION

RECEIVED on and from the within mentioned Developer the within mentioned sum of **Rs.2,00,00,000/- (Rupees Two crores only)** payable under these presents as per Memo below:

Date	RTGS No./ Cheque No.	Bank	Payable to	Amount [Rs.]
20/06/2016	IDIBR 52016062012898380	Indian Bank, Sarat Bose Road Branch, Kolkata	Teekoy Mercantile Private Limited	1666667.00
20/06/2016	IDIBR 52016062012898220	Indian Bank, Sarat Bose Road Branch, Kolkata	Ricon Sales Private Limited	1666667.00
20/06/2016	IDIBR 52016062012878406	Indian Bank, Sarat Bose Road Branch, Kolkata	Calico Dealcomm Private Limited	1666666.00
17/06/2016	IDIBH 76169344590	Indian Bank, Sarat Bose Road Branch, Kolkata	Vaastu Realtors Private Limited	1666667.00
17/06/2016	IDIBH 16169344793	Indian Bank, Sarat Bose Road Branch, Kolkata	Dalmia Realtors Private Limited	1666666.00
17/06/2016	IDIBH 16169345108	Indian Bank, Sarat Bose Road Branch, Kolkata	Aahar Exports Private Limited	1666667.00
20/06/2016	IDIBR 52016061812893355	Indian Bank, Sarat Bose Road Branch, Kolkata	Rameshwar Traders Private Limited	1666667.00
20/06/2016	IDIBR 52016062012897945	Indian Bank, Sarat Bose Road Branch, Kolkata	Purnima Textrade Private Limited	1666666.00
20/06/2016	IDIBR 52016061812893405	Indian Bank, Sarat Bose Road Branch, Kolkata	Pushpsala Sales Private Limited	1666667.00
18/06/2016	686923	Indian Bank, Sarat Bose Road Branch, Kolkata	Gyandeep Merchants Private Limited	1666666.00
18/06/2016	686924	Indian Bank, Sarat Bose Road Branch, Kolkata	Mahavir Commodities Private Limited	1666667.00
22/06/2016	686932	Indian Bank, Sarat Bose Road Branch, Kolkata	Joshi Realtors & Developers Private Limited	1666667.00
		TOTAL		20000000.00

For TEEKOY MERCANTILE PVT. LTD.

M. K. S. Prahladica
Director

Teekoy Mercantile Private Limited

For RICON SALES PVT. LTD.

Manoj K

Director

Ricon Sales Private Limited

For CALICO DEALCOMM PVT. LTD.

M. K. Prabhakar

Director

Calico Dealcomm Private Limited

Vaastu Realtors (P) Ltd.

Ashish Dalmia

Director

Vaastu Realtors Private Limited

For DALMIA REALTORS PRIVATE LIMITED

Santosh Kumar Dalmia

Director.

Dalmia Realtors Private Limited

AAHAR EXPORTS (P) LTD

Santosh Kumar Dalmia

Director.

Aahar Exports Private Limited

RAMESHWAR TRADERS (P) LTD.

Deepak Kumar Chaudhary

Director
Rameshwar Traders Private Limited

PURNIMA TEXTRADE (P) LTD.

Deepak Kumar Chaudhary

Director

Purnima Textrade Private Limited

PUSHPSALA SALES (P) LTD.

Deepak Kumar Chaudhary

Director

Pushpsala Sales Private Limited

GYANDEEP MERCHANTS PVT. LTD.

Nam Jn

Director

Gyandeep Merchants Private Limited

MAHAVIR COMMODITIES PVT LTD

Nam Jn

Director

Mahavir Commodities Private Limited

JOSHI REALTORS & DEVELOPERS PVT. LTD.

Namji
Director.

Joshi Realtors & Developers Private Limited

WITNESSES :-

1. *V D*

2. *Biswajit Datta*
13 day Street
Sundernagar - Hooghly
712201
(BISWAJIT DATTA)

Drafted by
Rijy Suggan

A. IYANAGARAR
A. IYANAGARAR
3rd FLOOR, CHANDRERS
6, OLD MARKET STREET,
KOLKATA - 700 001

MSB 1160/2003

CAHAVIN CIVILITIES PVT LTD

N. K. Prasad
Director

CAASTU REALTORS (P) LTD

Ashish Dalmia
Director

JOSHI REALTORS & DEVELOPERS PVT. LTD.

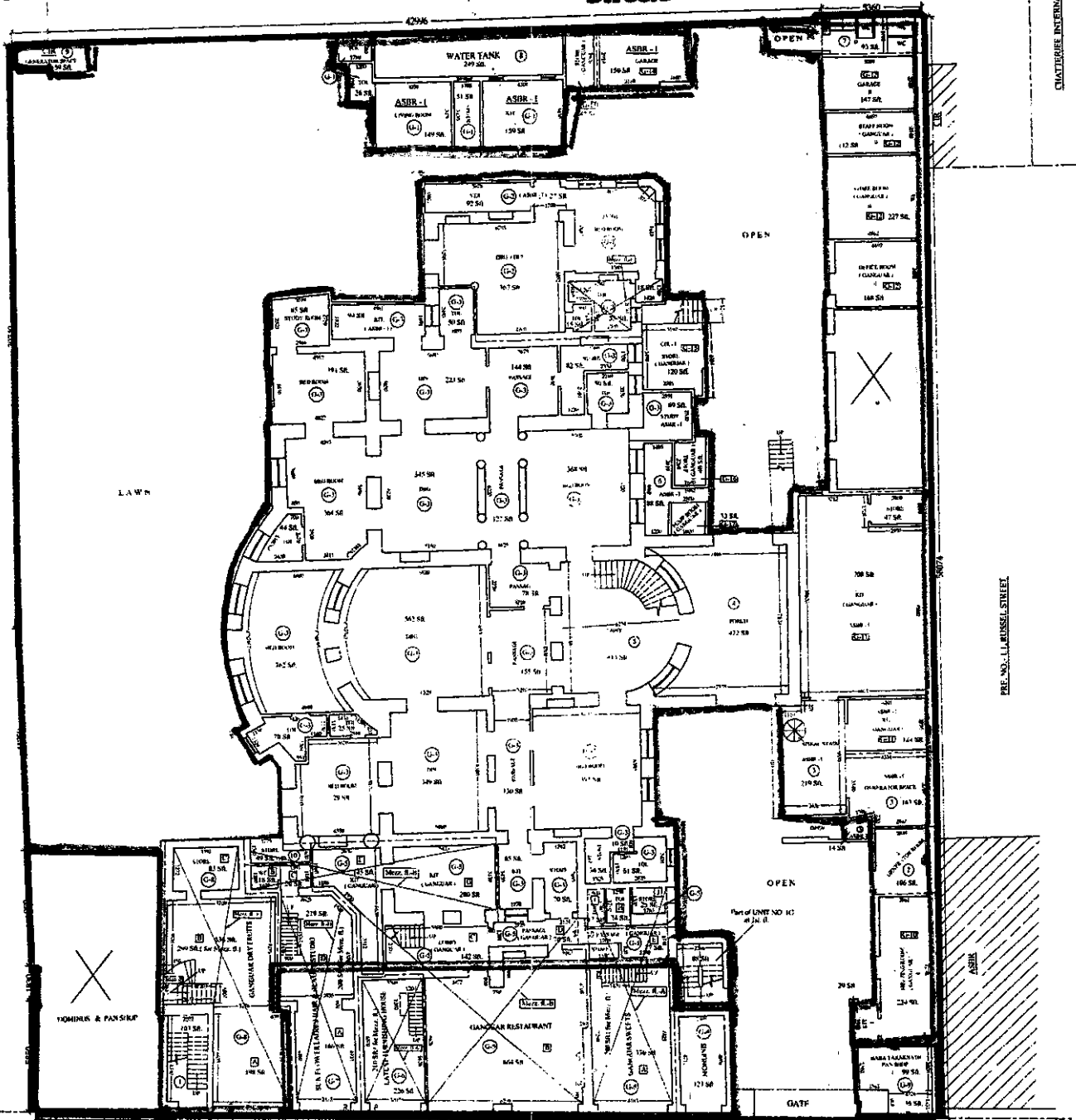
N. K. Prasad
Director

GYARDEEP MERCHANTS PVT LTD

N. K. Prasad
Director

For DALMIA REALTORS PRIVATE LIMITED PURNIMA TEXTRADE (P) LTD.

Santosh K. Dalmia *Deepak Kumar Chaudhary*
Director Director



AAHAR EXPORTS (P) LTD

Santosh K. Dalmia
Director

22500 WIDE RUSSEL STREET

For TEEKOY MERCANTILE PVT. LTD.

For CALICO DEALCOMM PVT. LTD.

A. K. Prahlada
Director

A. K. Prahlada
Director

PUSHPSALA SALES (P) LTD.

Deepak Kumar Chaudhary
Director

PS GROUP REALTY LTD.
Sumit Kumar Singh
Director

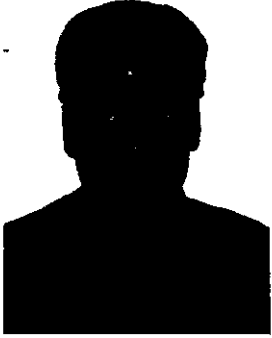
For RICON SALES PVT. LTD.

RAMESHWAR TRADERS (P) LTD.

Deepak Kumar Chaudhary
Director

Manoj K
Director

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>M. K. Prabhakar</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Hanuj K.</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Niranjan</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Ashish Acharya</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

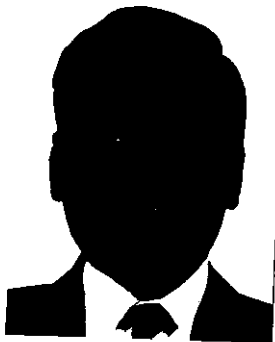
SPECIMEN FORM FOR TEN FINGERPRINTS



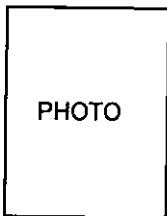
<i>Sankar Kumar</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Deepak Kumar Chaudhary</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Arvind Kumar Singh</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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

DATED THIS THE 20th DAY OF June 2016

TEEKOY MERCANTILE PVT LTD & ORS.

..... OWNERS

AND

PS GROUP REALTY LIMITED

... DEVELOPER

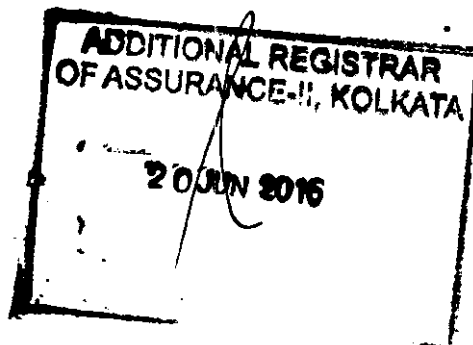
DEVELOPMENT AGREEMENT

R.L.GAGGAR

SOLICITOR & ADVOCATE

6 OLD POST OFFICE STREET

KOLKATA - 700001



Seller, Buyer and Property Details

A. Land Lord & Developer Details

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

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Teekoy Mercantile Pvt Ltd 1netaji Subhas Road, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAAC9295K,; Status : Organization
2	Ricon Sales Pvt Ltd 2 Russel Street, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AABCR2602K,; Status : Organization; Represented by (1-2) representative as given below:-
1-2 (1)	Mr Manoj Kumar Prahladka 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence
1-2 (2)	Mr Ashish Dalmia 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence
3	Calico Dealcomm Pvt Ltd 2, Russel Street, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AACCC2574N,; Status : Organization; Represented by their representative as given below:-
3(1)	Mr Mahesh Kumar Prahladka 1, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
4	<p>Vaastu Realtors Pvt Ltd 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AAACV9258Q,; Status : Organization; Represented by their representative as given below:-</p>
4(1)	<p>Mr Ashish Dalmia 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence</p>
5	<p>Dalmia Realtors Pvt Ltd 18 Pankaj Mullick Sarani, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AAACD9488L,; Status : Organization</p>
6	<p>Aahar Exports Pvt Ltd 2, Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AACCA7496H,; Status : Organization; Represented by their (5-6) representative as given below:-</p>
5-6 (1)	<p>Mr Santosh Kumar Dalmia 18, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence</p>
7	<p>Rameshwar Traders Pvt Ltd 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AAFCR5238R,; Status : Organization</p>
8	<p>Purnima Textrade Pvt Ltd 2 Chapel Road, P.O:- Bakery Road, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700022 PAN No. AAGCP2551E,; Status : Organization</p>
9	<p>Pushpsala Sales Pvt Ltd 2 Chapel Road, P.O:- Bakery Road, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700022 PAN No. AAGCP2553E,; Status : Organization; Represented by their (7-9) representative as given below:-</p>
7-9 (1)	<p>Mr Deepak Kumar Chaudhary 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence</p>

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
10	Gyandeep Merchants Pvt Ltd 2 Anandilal Poddar Street, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AABCG0740P,; Status : Organization
11	Mahavir Commodities Pvt Ltd 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AABCM3024A,; Status : Organization
12	Joshi Realtors & Developers Pvt Ltd 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 PAN No. AAACJ7258C,; Status : Organization; Represented by their (10-12) representative as given below:-
10-12 (1)	Mr Navin Joshi 2, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	PS Group Realty Ltd 83, Topsia Road(South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. AABCP5390E,; Status : Organization; Represented by representative as given below:-
1(1)	Mr Surendra Kumar Dugar 83, P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 20/06/2016; Date of Admission : 20/06/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Asit Manna Son of Mr A K Manna 6 Old Post Office Street, P.O:- Kolkata GPO, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Mahesh Kumar Prahladka, Mr Manoj Kumar Prahladka, Mr Ashish Dalmia, Mr Santosh Kumar Dalmia, Mr Deepak Kumar Chaudhary, Mr Navin Joshi, Mr Surendra Kumar Dugar	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: Kolkata, P.S:- Park Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Anandi Lal Podder Sarani, , Premises No. 2		2 Bigha 1 Katha 7 Chatak 15 Sq Ft	1/-	35,80,34,163/-	Proposed Use: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F1	Floor No: 1	14925 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F2	Floor No: 2	14925 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	29850 Sq Ft.	1/-	2,23,87,500/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Teekoy Mercantile Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Ricon Sales Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Calico Dealcomm Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Vaastu Realtors Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Dalmia Realtors Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Aahar Exports Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Rameshwar Traders Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Purnima Textrade Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Pushpsala Sales Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Gyandeep Merchants Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Mahavir Commodities Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333
	Joshi Realtors & Developers Pvt Ltd	PS Group Realty Ltd	5.70052	8.33333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Aahar Exports Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Calico Dealcomm Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Dalmia Realtors Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Gyandeeep Merchants Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Joshi Realtors & Developers Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Mahavir Commodities Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Purnima Textrade Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Pushpsala Sales Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Rameshwar Traders Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Ricon Sales Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Teekoy Mercantile Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333
	Vaastu Realtors Pvt Ltd	PS Group Realty Ltd	2487.5 Sq Ft	8.33333

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

Applicant's Name	PS Group Realty Limited
Address	83, Topsia Road(South),Thana : Topsia, District : South 24-Parganas, WEST BENGAL, PIN - 700046
Applicant's Status	Buyer/Claimant

Office of the A.R.A. - II KOLKATA, District: Kolkata

Endorsement For Deed Number : I - 190202699 / 2016

Query No/Year	19020000845535/2016	Serial no/Year	1902002122 / 2016
Deed No/Year	I - 190202699 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Surendra Kumar Dugar	Presented At	Private Residence
Date of Execution	20-06-2016	Date of Presentation	20-06-2016

Remarks

On 20/06/2016

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

Presented for registration at 17:50 hrs on : 20/06/2016, at the Private residence by Mr Surendra Kumar Dugar , .

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 38,04,21,663/-

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

Execution is admitted on 20/06/2016 by

1. Mr Mahesh Kumar Prahladka Director, Teekoy Mercantile Pvt Ltd, 1netaji Subhas Road, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Mr Mahesh Kumar Prahladka, Son of , 1, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

2. Mr Mahesh Kumar Prahladka Director, Calico Dealcomm Pvt Ltd, 2, Russel Street, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Mahesh Kumar Prahladka, Son of , 1, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 20/06/2016 by

Mr Manoj Kumar Prahladka Director, Ricon Sales Pvt Ltd, 2 Russel Street, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Manoj Kumar Prahladka, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business

Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 20/06/2016 by

1. Mr Ashish Dalmia Mr Ashish Dalmia, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business

2. Mr Ashish Dalmia Mr Ashish Dalmia, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business
Identified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 20/06/2016 by

1. Mr Santosh Kumar Dalmia Director, Dalmia Realtors Pvt Ltd, 18 Pankaj Mullick Sarani, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Mr Santosh Kumar Dalmia, Son of , 18, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business
2. Mr Santosh Kumar Dalmia Director, Aahar Exports Pvt Ltd, 2, Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Santosh Kumar Dalmia, Son of , 18, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business
Identified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 20/06/2016 by

1. Mr Deepak Kumar Chaudhary Director, Rameshwar Traders Pvt Ltd, 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Deepak Kumar Chaudhary, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business
2. Mr Deepak Kumar Chaudhary Director, Purnima Textrade Pvt Ltd, 2 Chapel Road, P.O:- Bakery Road, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700022 Mr Deepak Kumar Chaudhary, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business
3. Mr Deepak Kumar Chaudhary Director, Pushpsala Sales Pvt Ltd, 2 Chapel Road, P.O:- Bakery Road, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700022 Mr Deepak Kumar Chaudhary, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business
Identified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 20/06/2016 by

1. Mr Navin Joshi Director, Gyandeep Merchants Pvt Ltd, 2 Anandilal Poddar Street, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Navin Joshi, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business
2. Mr Navin Joshi Director, Mahavir Commodities Pvt Ltd, 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Navin Joshi, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business

3. Mr Navin Joshi Director, Joshi Realtors & Developers Pvt Ltd, 2 Anandilal Poddar Sarani, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 Mr Navin Joshi, Son of , 2, P.O: Middleton Row, Thana: Shakespeare Sarani, , Kolkata, WEST BENGAL, India, PIN - 700071, By caste Hindu, By profession Business
Identified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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

Execution is admitted on 20/06/2016 by

Mr Surendra Kumar Dugar Director, PS Group Realty Ltd, 83, Topsia Road(South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Mr Surendra Kumar Dugar, Son of , 83, P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By profession Business
Identified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

Pradipta Kishore Guha

(Pradipta Kishore Guha)
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 23/06/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,20,010/- (B = Rs 2,19,989/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,20,010/-

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

1. Rs. 2,20,010/- is paid, by online on 20/06/2016 1:55PM with Govt. Ref. No. 192016170009684061 on 20-06-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB20062016006812 on 20/06/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

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

1. Rs. 74,921/- is paid, by online on 20/06/2016 1:55PM with Govt. Ref. No. 192016170009684061 on 20-06-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB20062016006812 on 20/06/2016, Head of Account 0030-02-103-003-02

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 48160, Purchased on 30/03/2016, Vendor named S Das.



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2016, Page from 93795 to 93921
being No 190202699 for the year 2016.



Ashoke Kumar Biswas

Digitally signed by ASHOKE KUMAR
BISWAS
Date: 2016.07.18 12:52:32 +07:00
Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 18-07-2016 12:52:31
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)