

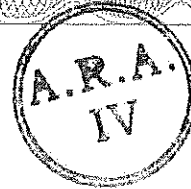
11694/17

10

12/6/2017



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



Y 806598

08.12.17
aw

D-1542371/17
 De v Assmt.
 Registrar of Assurances, Kolkata
 Additional Registrar of Assurances, Kolkata

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

Additional Registrar
 of Assurances-IV, Kolkata

6 DEC 2017

This Development Agreement made this the 6th day of December, 2017 Between GNB MOTORS PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its registered office at 1, Lu-Shun-Sarani, Kolkata - 7000 73 (formerly P-15, India Exchange Place Extension) Post Office C.R. Avenue, Police Station Bowbazar PAN AAACG9149H hereinafter referred to as the "Owner" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of its respective successors-in-interest and/or permitted assigns) represented by its Authorised Signatory Sri Karan Todi, son of Sri P.K. Todi presently residing at 2, Queens Park, Kolkata - 700019 Post Office Ballygunge Police Station Ballygunge, Kolkata PAN AFTPT0428F of the **One Part.**

And

Sold To.....
Name.....
Address.....
Rs.....
20 NOV 2017
C.M.M.'s Court,
2, Bankshall Street, Kol-1

120019
S O B Motors (Pvt) Ltd

1. Lushun. Som
R & B

ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. M. M. 'S Court
2, Bankshall Street, Kol - 1



Al

Ulkal Manna s/o late
M.C. Manna v/u P.O.
Tarfara, P.S. Falta,
24 198 (D) 74 3513,
Serma.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

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

GRN: 19-201718-012361453-1 Payment Mode Online Payment
GRN Date: 28/11/2017 15:35:32 Bank: HDFC Bank
BRN: 412232506 BRN Date: 28/11/2017 00:00:00

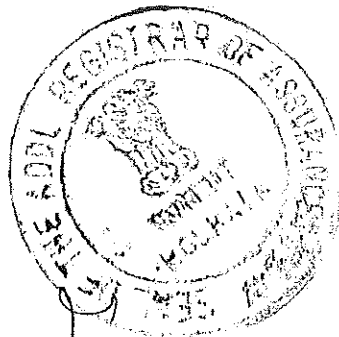
DEPOSITOR'S DETAILS

Name : NPR DEVELOPERS PVT LTD Id No. : 19040001542371/7/2017
[Query No./Query Year]
Contact No. : 033222377201 Mobile No. : +91 9007021691
E-mail : accounts@nprgroup.in
Address : 1, LU SHUN SARANI KOLKATA 700073
Applicant Name : Mr UTPAL MANNA
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No. 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19040001542371/7/2017	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	19040001542371/7/2017	Property Registration- Registration Fees	0030-03-104-001-16	101

In Words : Rupees Seventy Five Thousand One Hundred Twenty One only Total 75121



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

R. S. Enterprises a Partnership Firm having its Office at 1, Lu-Shun-Sarani (formerly P-15, India Exchange Place Extension), Post Office C.R. Avenue, Police Station Bowbazar PAN AAIFR5542C represented by Authorised Signatory Sri Rishi Todi, son of Sri P.K. Todi presently residing at 2, Queens Park, Kolkata – 700019 Post Office Ballygunge Police Station Ballygunge, Kolkata PAN ABUPT6543N hereinafter referred to as the “Developer” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or permitted assigns) of the **Other Part**.

The “Owner” and the “Developer” are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

Whereas:

- A. By and under registered Indenture of conveyance dated 27.03.2002 registered with the Additional Registrar of Assurances-II, Kolkata the Owner herein became and are the full and absolute owner of All That the piece and parcel of land measuring 1.04 acres equivalent to 3 Bighas 1 Cottah 10 Chittacks and 24 sq. ft. together with building sheds and other structures standing thereon comprised in Holding No.143F Nilganj Road, (presently 166F), C.S. Khatian No.82, Dag No.627/923, R.S. Khatian No.544 in Mouza Sodepur, J.L. No.8, Touzi No.172, 178 and 194, R.S. No.43, Police Station Khardah within Panihati Municipality, District 24 Parganas North more or less together with all structures thereon (“Said Premises”) more specifically described in the **First Schedule** hereunderwritten,
- B. The Developer having been incorporated to *inter alia* engage in the business of and/or to undertake construction and development of real estate projects, on or about the Effective Date, the Developer and the Owner arrived at a mutual understanding whereby it was agreed that the Developer shall undertake, execute and complete, at its own costs and expenses, the designing, planning, development, construction, etc. of the Project and further shall be entitled to deal with and/or alienate the same, in lieu of the consideration and other terms and conditions, each as mutually agreed between the said parties.
- C. In furtherance/pursuance of the aforesaid understanding, several acts, deeds and things were done, executed and performed including submission of a plan to the Panihati Municipality for the development of the Said Premises.
- D. The Parties are now desirous of recording in writing the agreed terms and conditions already mutually agreed to on the Effective Date (being the one which is first and prior in time) pertaining to the commercial exploitation of the Said Premises.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
E 6 DEC 2017

Now Therefore, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:-

Article 1

Definitions and interpretation

1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement, shall have the respective meaning assigned to them in this Article:

- 1.1.1 **"Agreement"** shall mean this Agreement together with each of the Schedules stated and/or incorporated herein, by reference or otherwise, as the case may be, as may be amended in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.
- 1.1.2 **"Applicable Law(s)"** shall mean and include all applicable Indian laws, statutes, enactments, acts of legislature, parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time.
- 1.1.3 **"Arbitrator"** shall mean Mr. Tushar Jhunjhunwala, son of Mr. Gopal Jhunjhunwala, residing at 2/2, Bright Street, Kolkata - 700019.
- 1.1.4 **"Business Day"** shall mean all days on which commercial banks are generally open for business in Kolkata.
- 1.1.5 **"Common Areas And Facilities"** shall mean such areas, parts and portions, facilities and utilities at the Project, as may be mutually identified and agreed to in writing by and between the Parties, intended to be made available for the common use and enjoyment of /by the Identified Person(s) and/or for the lawful occupiers of the several units comprising the Project.
- 1.1.6 **"Completion Certificate"** shall have the meaning ascribed to such term in Clause 6.1(i) of this Agreement.
- 1.1.7 **"Deposits"** shall mean each of the amounts levied/charged/imposed/received by the Developer upon/from any Identified Person as deposits, sinking funds, corpus deposits, etc. by whatever name called, for the installation as also for the on-going maintenance and management *inter alia* the electrical infrastructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, land revenue, duties, charges and other outgoings, and towards the proportionate costs and expenses for the maintenance and management of the Common Areas And Facilities including the proportionate share *inter alia* the municipal rates and taxes and land revenue in respect of the Common Areas



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

And Facilities, and further all other deposits applicable to/imposed on the Identified Person(s), each as determined by the Developer, with the frequency, quantum and heads thereof to be also determined by the Developer, and to be either appropriated by the Developer or to be held by the Developer till the same, as applicable and subject to deductions as the case may be, are transferred to the Holding Organisation or made over to any body/authority, statutory or otherwise.

- 1.1.8 **"Developer's Cure Period"** shall have the meaning ascribed to such term in Clause 12.1.2.1 of this Agreement.
- 1.1.9 **"Developer's Event of Default"** shall have the meaning ascribed to such term in Clause 12.1.1 of this Agreement.
- 1.1.10 **"Development Rights"** shall mean and include all rights, titles, interests, benefits and privileges in the Said Premises and the constructions thereon, which rights, interests, benefits and privileges shall include without limitation, *inter alia*, all rights, benefits, interests and privileges appurtenant thereto, as also the rights stipulated in Article 3 of this Agreement and further the right to *inter alia*:-
- (a) enter into and/or access the Said Premises for the specific purpose of developing, constructing and completing the Project;
 - (b) commercially exploit the Said Premises by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;
 - (c) determine the mode and manner of execution and implementation of the Project including the phases in which the same shall be developed and completed;
 - (d) have the Said Premises surveyed and the soil tested;
 - (e) appoint architects, surveyors, engineers(civil, structural, mechanical, electrical amongst others), contractors, specialists, valuers, consultants, agencies, service providers and other Person(s) in connection with the execution and implementation of the Project;
 - (f) prepare and/or cause to be prepared plans for carrying out any modification(s), revision(s), amendment(s) etc. to/in the Plan as it stands on the Execution Date in consultation with the Owner, and thereafter submit to/with the concerned statutory authority such plan as mutually approved in writing by and between the Parties, and subsequently to have the same approved and sanctioned by such statutory authority ("**Revised Plan**"), and further to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid, it being agreed and understood that any changes, modifications, revisions, amendments etc. to/in the Revised Plan shall also be done only in consultation with the Owner and as mutually agreed to/approved in writing by and between the Parties hereto;



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

- (g) prepare and make necessary application(s) to the relevant Governmental Authorities and/or other bodies/authorities and/or to revise, modify or amend such application(s), with the assistance of the Owner, or as the constituted attorney of the Owner, as the case may be, as may be determined by the Developer from time to time for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities, as also permits for cement, steel and other controlled building materials, if any;
- (h) take such steps as may be necessary to divert all pipes, cables or other conducting media in, under or above the Said Premises or any adjoining or neighbouring premises, and which need to be diverted as a result of the development;
- (i) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install all the services;
- (j) construct/install/lay internal pathways, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines, gas lines, telecommunications and surface and foul water drainage at the Said Premises etc., and to ensure that the same connect directly to the mains;
- (k) determine from time to time, in consultation with the Owner, the mode, manner and calculation of the built-up area and the super built-up area of the several spaces to comprise/comprising the Project;
- (l) carry out the publicity, marketing and sales of every part and portion of the Project in such a manner as may be determined by the Developer, at its own cost and expenses including the fees, charges etc. payable to any brokers, real estate agents, consultants who may be designated/identified by the Developer for the sales and marketing of the Project;
- (m) sell and/or transfer and/or deal with and/or create any manner of right, title or interest over/in respect of the various areas comprising the Project, in lieu of receipt of the Minimum Consideration and other amounts, and to execute all agreements, deeds, documents in respect thereof, and further to receive and deal with the Gross Revenues and other proceeds generated therefrom/in respect thereof, in the manner stipulated in this Agreement;
- (n) mortgage, create any charge, lien etc. on/in respect of the Said Premises and/or any part or portion thereof and/or on/in respect of the building and the other constructions/improvements constructed/made on any part or portion of the Said Premises and/or any part or portion of the Project, in order to obtain financial assistance from any bank(s) and/or financial institution(s) as



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
= 6 DEC 2017

identified by the Developer for the purpose of execution and implementation of the Project;

- (o) apply for, obtain and keep renewed from time to time, all sanctions, approvals, no objection certificates, permissions, etc., statutory or otherwise, as may be required for the construction and completion of the Project including but not limited to those pertaining to environment etc., and to comply with and adhere to each of the terms, conditions and stipulations as contained in each of such sanctions, approvals, no-objection certificates, permissions etc., and to keep each of the Owners and the Indemnified Parties safe, harmless and fully indemnified from and against all costs, charges, claims, liabilities, losses and damages in respect thereof;
- (p) apply for and obtain the occupancy certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, environmental clearance, pollution and all other certificates/approvals/licenses/consents/registrations etc. required for the execution, implementation and completion of the Project;
- (q) develop the Project under the joint and/or the collective brand names of the Owner and the Developer, and to display and advertise the name, brand name etc. of the Owner and the Developer at the Said Premises;
- (r) establish such new entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project, and to entrust/assign/delegate such obligations, liabilities and costs to such entity(ies) as may be determined by the Developer;
- (s) do, execute and perform such other acts, deeds, things etc. as may be required to ensure the smooth execution, implementation and completion of the Project, including those incidental and/or related to any of the rights stated herein.

1.1.11 "**Developer's Share**" shall have the meaning ascribed to such term in Clause 4.3 (ii) of this Agreement.

1.1.12 "**Dispute**" shall have the meaning ascribed to such term in Clause 14.1 of this Agreement.

1.1.13 "**Effective Date**" shall mean the date on which the Owner and the Developer entered into an understanding in respect of the subject matter of this Agreement, and/or the date on the which the Owner accepted and confirmed each of the acts, deeds, and things done executed and performed by the aforesaid concerned Parties in furtherance/pursuance of their abovementioned understanding.

1.1.14 "**Execution Date**" shall mean the date of execution of this Agreement.



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA.
6 DEC 2011

1.1.15 "Extra Charges" shall mean the extra amounts paid by and/or reimbursements received from any Identified Person towards any extra charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute(s) governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer.

1.1.16 "Force Majeure Event" in relation to a Party shall include:

- i) fire, explosion etc.;
- ii) natural calamity, earthquake, lightning, floods, environmental issues and other unforeseeable severe weather conditions;
- iii) any act of God;
- iv) abnormal increase in the price of building materials;
- v) non-sanction and/or non-availability and/or irregular and/or delayed supply/availability and/or scarcity of building materials, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority etc.;
- vi) labour unrest, lock-out, strike, slow down, disputes with contractors/construction agencies employed and/or to be employed;
- vii) local problem(s), local disturbance(s), sabotage, disturbances, insurrection, enemy action, embargoes;
- viii) war (declared or undeclared), civil commotion;
- ix) terrorist action, litigation, blockade, bandh, armed conflict, riots, curfew, acts of government, any judgment/injunction/interim order and/or any other order of and/or any restriction(s) imposed by any court of competent jurisdiction and/or by any statutory authority and/or by any Governmental Authority;
- x) any notice, order, rule or notification of/from/by the government and/or any other public/competent/statutory authority and/or any court and/or the Panihati Municipality and/or any Governmental Authority;
- xi) delay due to any application under any of the building rules of the respective municipality;
- xii) temporary or permanent interruption and/or failure of any utilities serving the Project and/or necessary in connection with the development thereof;



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 DEC 2014

- xiii) delay in decisions/clearances/approvals/connections/permissions from/by any statutory and/or other authorities/bodies and/or any Governmental Authority;
- xiv) any delay, obstruction or interference whatsoever in the work of construction resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement;
- xv) any other circumstance beyond the control of a Party and/or beyond the anticipation of a Party.

1.1.17 "**Further Gross Revenues**" shall have the meaning ascribed to such term in Clause 4.4 of this Agreement.

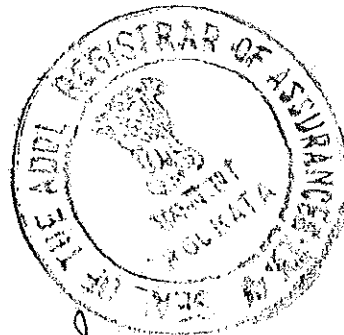
1.1.18 "**Governmental Authority**" shall mean: (a) any national, state, city, municipal or local government, governmental authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or (e) any law, rules or regulations making entity, having or purporting to have jurisdiction on behalf of the Government of India or any State or other sub-division thereof or any municipality, district or other subdivision thereof and any other municipal/local authority including but not limited to those having jurisdiction over the Said Premises.

1.1.19 "**Gross Revenues**" shall mean and comprise of only:

- (a) the consideration received by the Developer from any Identified Person in lieu of transfer and/or alienation of and/or dealing with any of the units/constructed spaces/areas (covered and/or open) comprising the Project and/or the vehicle parking spaces (covered and/or open) thereat; and
- (b) the amount if any received from any Identified Person towards the interest payable on account of the delay/default made by such Identified Person in payment of any part or portion of the abovementioned consideration amount; and
- (c) the amount if any received from any Identified Person as compensation for cancellation of an agreement executed with such Identified Person,

and shall not include and/or comprise of any other charges, expenses, consideration received/levied by the Developer on any account whatsoever or howsoever, including but not limited to the Deposits, Extra Charges, Other Charges, Taxes, each of which shall exclusively belong to the Developer.

1.1.20 "**Holding Organisation**" shall mean the entity to be formed and/or caused to be formed by the Developer (the nature, composition, constituents, structure



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

and manner of governance, administration, functioning, management etc. of such entity to be mutually determined by and between the Parties), to be entrusted *inter alia* with the maintenance, management, upkeep and administration of the Project and such other roles and obligations as may be mutually determined by the Parties.

- 1.1.21 **"Identified Person"** shall mean any Person acceptable to the Developer, who intends to acquire any manner/nature of right or title or interest in or permission to use any unit/constructed space/area (open or covered) and/or any vehicle parking space (open or covered) at the Project, each as identified by the Developer.
- 1.1.22 **"Indemnified Parties"** shall mean each of the Owner and the respective directors, shareholders, officers, personnel, members, representatives, employees, servants and agents of the Owner.
- 1.1.23 **"Initial Gross Revenues"** shall have the meaning ascribed to such term in Clause 4.4 of this Agreement.
- 1.1.24 **"Minimum Consideration"** shall have the meaning ascribed to such term in Clause 6.1(ix)(a) of this Agreement.
- 1.1.25 **"Other Charges"** shall mean and include amongst others the interest if any received from any Identified Person on account of the delay/default made by such Identified Person in payment of any amount save and except the amount towards the same which comprises a part of the Gross Revenues, amounts received towards/as fees for nomination, transfer, assignment etc. by an Identified Person if expressly permitted by the Developer in terms of and subject to the provisions of the agreement executed with such Identified Person, the amounts received by way loan(s) from any bank(s), financial institution(s), etc. identified by the Developer to finance the construction and implementation of the Project, and legal fees.
- 1.1.26 **"Outgoings"** shall mean the property taxes, municipal rates, land revenue and all other charges and outgoings, by whatever name called, payable in respect of the Said Premises, each together with interest and penalty thereon, if any.
- 1.1.27 **"Owners' Authorised Representative"** shall have the meaning ascribed to such term in Clause 9.2.1 of this Agreement.
- 1.1.28 1.1.29 **"Owners' Cure Period"** shall have the meaning ascribed to such term in Clause 12.2.2.1 of this Agreement.
- 1.1.30 **"Owners' Event of Default"** shall have the meaning ascribed to such term in Clause 12.2.1 of this Agreement.
- 1.1.31 **"Owners' Share"** shall have the meaning ascribed to such term in Clause 4.3(i) of this Agreement.
- 1.1.32 **"Person(s)"** shall mean any individual, firm, proprietorship enterprise, unincorporated association, body corporate, corporation, company,



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 6 DEC 2017

partnership, limited liability partnership, joint venture, Governmental Authority, trust, a hindu undivided family, union, association or any other entity or organization, and where permitted, such person's respective successor(s), permitted assign(s) and permitted transferee(s);

- 1.1.33 "**Plan**" shall have the meaning ascribed to such term in Recital C of this Agreement.
- 1.1.34 "**Project**" shall mean the development proposed to be undertaken, executed, implemented and completed by the Developer on/at the Said Premises, in terms of and subject to the terms of this Agreement, with the Specifications And Finishes, intended to comprise of a building having self-contained units and areas identified and demarcated by the Developer for parking of vehicles.
- 1.1.35 "**Revised Plan**" shall have the meaning ascribed to such term in Clause 1.1.10(f) of this Agreement.
- 1.1.36 "**Said Premises**" shall have the meaning ascribed to such term in Recital A, more specifically described in the **First Schedule** hereunder written.
- 1.1.37 "**Sanction Date**" shall mean the sanction date and further sanction amendment revision if any related thereto if any.
- 1.1.38 "**Security Deposit**" shall have the meaning ascribed to such term in Clause 5.1 of this Agreement.
- 1.1.39 "**Specifications and Finishes**" shall have the meaning ascribed to such term in Clause 6.1 (ii) of this Agreement
- 1.1.40 "**Taxes**" shall mean all the taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, GST etc. imposed/leviable/levied/charged/chargeable *inter alia* on any amount paid/payable/deposited/to be deposited by any Identified Person and/or in respect of the Said Premises, irrespective of whether such taxes, cesses, levies etc. are subsisting as on the date hereof or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof.

1.2 Interpretation:

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
26 DEC 2017

- 1.2.2 reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated;
- 1.2.3 references to Recitals, Clauses and Schedules are references to the recitals, clauses and schedules of/to this Agreement. The Recitals and Schedules form an integral part of this Agreement and/or a part of the operative provisions of this Agreement, and references to this Agreement shall, unless the context otherwise requires, include references to the Recitals and Schedules;
- 1.2.4 an obligation and/or covenant of a Party to do something shall include an obligation and/or covenant to ensure that the same shall be done, and an obligation and/or covenant on its part not to do something shall include an obligation and/or covenant not to permit, suffer or allow the same to be done;
- 1.2.5 headings have been incorporated in this Agreement only for convenience of reference, and shall not, in isolation or otherwise, be considered in or affect the construction and/or interpretation of this Agreement;
- 1.2.6 the term "or" shall not be exclusive, and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear;
- 1.2.7 the words "include", "including" and "amongst others" are to be construed without limitation, and shall be deemed to be followed by "without limitation" or "but not limited to", whether or not they are followed by such phrases or words of like import;
- 1.2.8 in the determination of any period of days for the occurrence of an event or the performance of any act or thing, the day on which the event happens or the act or thing is done shall be deemed to be excluded, and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- 1.2.9 the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements; and "direct or indirect" shall have the correlative meanings;
- 1.2.10 words denoting masculine gender shall include the feminine and neutral genders as well;
- 1.2.11 words denoting singular number shall include the plural and vice versa;



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

6 DEC 2017

- 1.2.12 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase, shall have the corresponding meanings;
- 1.2.13 any reference to this Agreement or to any of the provisions of this Agreement shall include all amendments, modifications etc. made to this Agreement from time to time by the Parties hereto;
- 1.2.14 in the event of any inconsistency between the Articles/Clauses and the Schedules hereto, the Articles/Clauses of this Agreement shall prevail;
- 1.2.15 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties shall be in writing.

Article 2

Representations and warranties

- 2.1 Each Party hereby represents and warrants to the other Parties as under:
- 2.1.1 it is respectively duly organized and validly existing under the laws of India, and respectively has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- 2.1.2 the execution and delivery of this Agreement and the performance by each Party of its obligations under this Agreement have been duly and validly authorised by all necessary corporate actions on the part of such Party, and if called upon, each Party(ies) shall provide copies of all documents in support thereof to the other Party(ies); and
- 2.1.3 this Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and
- 2.1.4 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not, with or without the giving of notice or lapse of time or both, violate, conflict with, or require any consent under or result in a breach of or a default under:
- (i) Applicable Law(s); and/or
 - (ii) any order, judgment or decree applicable to it; and/or



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 DEC 2017

- (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; and/or
- (iv) any provision of its respective memorandum of association and/or articles of association, if any, or any other similar constitutional document(s).

2.2 In addition to the above:

- 2.2.1 the Developer represents that after carrying out its internal survey, valuation, assessment etc. vis-à-vis the marketability of the Project and of all other matters pertaining to the development thereof together with the costs associated therewith, and only after being completely satisfied in all respects, the Developer agreed to undertake the development of the Said Premises, and
- 2.2.2 the Owner represent that the Said Premises is free from any encumbrances and charges created by the Owner, and has been in the vacant possession of the Owner, and save and except the Owner, no other Person has any right or claim in respect of the ownership of the Said Premises or any part thereof, whether by way of any agreement or otherwise.

Article 3

Grant of Development Rights

- 3.1 Subject to and in accordance with the terms and provisions of this Agreement and in lieu of the consideration recorded herein, on and from the applicable Effective Date, the Owner confirm the grant, transfer, assurance and assignment in favour of the Developer of the sole and exclusive Development Rights (de hors any exclusive right or interest in the Said Premises and further dehors any exclusive possession thereof).
- 3.2 Subject to and in accordance with the terms and provisions of this Agreement and in lieu of the consideration recorded herein, the Developer confirms acceptance of the aforesaid grant and transfer of the Development Rights, and agrees and covenants to undertake the development of the Project, at its own costs and expense.
- 3.3 It is further clarified and understood that on and from the applicable Effective Date:-
 - 3.3.1 the Owner did not retain any right to transfer and/or deal with and/or encumber the Said Premises other than in the manner stipulated herein and/or as mutually agreed to in writing between the Parties;



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

- 3.3.2 the Developer became entitled to commence the work of construction on the Said Premises to the extent the same was/is permissible under Applicable Law(s); and
- 3.3.3 the Developer became entitled to enter into and/or access the Said Premises without any hindrance, impediment, restriction, prohibition etc. for the specific purpose of developing, constructing and completing the Project.
- 3.4 The Owner hereby agree and undertake that the grant and transfer of the Development Rights to the Developer are on an irrevocable basis, free and clear of all encumbrances.
- 3.5 The Owner shall, without any demur or delay or cavil, co-operate with the Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to signing and submitting any plans, applications, consents, proposals, permissions etc. to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to *inter alia* exercise the Development Rights.
- 3.6 It is agreed that the Developer shall implement and execute the Project itself and/or through the agencies of/by Person(s) identified and/or nominated by the Developer, on the account of and at the cost of the Developer.

Article 4

Consideration

- 4.1 The consideration in lieu whereof the Owner have granted and transferred and/or confirmed the grant and transfer of the Development Rights to, unto and in favour of the Developer is:- (i) the Developer agreeing to undertake the construction and completion of the Project at its own cost and expense; and (ii) the receipt (subject to and in accordance with the terms hereof) by the Owner from the Developer of the Owner' Share in the manner stipulated herein.
- 4.2 The consideration in lieu whereof the Developer has accepted and/or confirmed the acceptance of the grant and transfer of the Development Rights *inter alia* by undertaking the construction and completion of the Project at its own cost and expense, is the receipt (subject to and in accordance with the terms hereof) by the Developer of the Developer's Share together with *inter alia* the Deposits, Extra Charges and Other Charges all in the manner stipulated herein.
- 4.3 Subject to the provisions of this Agreement:
- (i) 35% (thirty five percent) of the amounts comprising the Gross Revenues shall belong collectively to the Owner ("**Owner' Share**");
- and



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
26 DEC 2014

(ii) 65% (sixty five percent) of the amounts comprising the Gross Revenues shall belong to the Developer ("**Developer's Share**").

- 4.4 In order to initially facilitate the Developer in incurring the costs and expenses that would need to be expended towards the development of the Project, and on the basis of the present estimated cost of construction of the Project, it has been mutually agreed and understood between the Parties that the Developer shall be entitled to appropriate the entirety of the initial Gross Revenues that may be received until such Gross Revenues aggregate to a sum of Rs. 22,00,00,000/- (Rupees Twenty Two Crores only) ("**Initial Gross Revenues**") as on account/advance receipt of the Developer's Share (subject to subsequent accounting and adjustment thereof), and the Developer will not be obliged to disburse any part or portion of the Owner Share from such Initial Gross Revenues. Subsequent to the receipt of the Initial Gross Revenues, all sums received by the Developer towards the Gross Revenues upto a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) ("**Further Gross Revenues**") shall be paid/disbursed by the Developer to the Owner as on account/advance payment/disbursement of the Owner Share (subject to subsequent accounting and adjustment thereof), and the Developer will not be entitled to appropriate any part or portion of the Developer's Share from such Further Gross Revenues. After receipt of the Further Gross Revenues, the Parties shall mutually determine the quantum of their respective entitlements (being respectively the Owners' Share and the Developer's Share) comprised in each of the Initial Gross Revenues and the Further Gross Revenues, and thus ascertain the amount(s) received in excess or in deficit by each of the concerned Parties, such that both the Parties mutually agree to the manner in which all amounts subsequently received/to be received towards the Gross Revenues shall be disbursed/appropriated, with the intent that the deficit amount if any receivable by any of the Parties shall first be paid (after taking into account each of the amounts stipulated in Clause 4.5 hereinbelow), and thereafter all Gross Revenues shall be distributed between the Owner (collectively on the one hand) and the Developer (on the other hand) in the ratio of **35:65** respectively.
- 4.5 The Owners' Share shall be payable to the Owner subject to:-
- (a) deduction of the then applicable tax deductible at source; and
 - (b) deduction of the Taxes, if any, payable on the Owners' Share; and
 - (c) deduction of all costs and expenses incurred by the Developer for and on behalf of the Owner including those towards/on account of performing (without prejudice to its rights) any of the obligations which the Owner are/were bound and obliged to do, execute and perform; and
 - (d) deduction of any further/other amounts reimbursable/payable to the Developer whether in terms of any of the terms and conditions stipulated herein or in any other written understanding between the Parties.
- 4.6 It is further agreed and understood between the Parties that in the event it is



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
6 DEC 2017

determined by the Developer that any amount comprising the Gross Revenues is required to be refunded/paid to any Identified Person on any account whatsoever or howsoever, and the Owners' Share in respect thereof has already been paid/disbursed to the Owner, then the Owner shall also be obliged to and undertake to so refund/pay such amount as may be advised by the Developer.

- 4.7 The Developer shall, as and when requested for by the Owners' Authorised Representative, provide copies of the agreements entered into with Identified Person(s), and further will maintain only the books of accounts and other papers connected only with the Gross Revenues at its registered office, and the Owners' Authorised Representative shall be entitled to inspect only such books of accounts and to make excerpts therefrom, after prior written notice of 7 (seven) Business Days to the Developer.

Article 5

Security Deposit

- 5.1 In order to secure due performance by the Developer of its obligations, the Developer has agreed to deposit with the Owner a sum as mutually agreed to in writing between the Parties as and by way a refundable interest free security deposit ("**Security Deposit**"), the repayment whereof has been secured by the Owner by way of the unhindered, unimpeded and unrestricted right of the Developer and/or its nominee(s), designates(s), representative(s) etc. to enter into and/or access the entirety of the Said Premises.
- 5.2 The Security Deposit shall be held by the Owner free of interest, and shall be refunded by the Owner to the Developer within 90 days of issuance of the Completion Certificate.

Article 6

Obligations of the Developer

- 6.1 The Developer agrees, covenants and undertakes to carry out the construction and completion of the Project at its own cost and expense including those towards the material costs, labour costs and all ancillary costs for construction of the Project, including the fees payable to the architects, contractors, builders, surveyors, consultants etc. appointed by the Developer, and to further do, execute and perform the following acts, deeds and things:-
- i) subject to Force Majeure Events, complete the Project in accordance with the Plan and/or the Revised Plan, as the case may be, as evidenced by a completion certificate issued by the Panihati Municipality ("**Completion Certificate**"), within a period of 4 (four) years from the Sanction Date with a grace period of 12 (twelve) months thereafter;



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 DEC 2011.

- ii) carry out the development and completion of the Project as also perform its obligations stipulated herein diligently and with due skill, care and efficiency and in a good and workmanlike manner, materially in accordance with the Plan and/or the Revised Plan, as the case may be, and with such specifications and finishes as may be mutually agreed between the Parties from time to time ("**Specifications and Finishes**");
- iii) pay and bear all the Outgoings in respect of the Said Premises commencing on and from the Effective Date (being the one which is first and prior in time) till the date of issuance of the Completion Certificate;
- iv) remain liable and responsible for material compliance of/with all statutory requirements, whether local, state or central in respect of the construction, development and completion of the Project, and keep the Owner and the Indemnified Parties safe, harmless and indemnified from and against all costs, charges, claims, liabilities, losses and damages in respect thereof;
- v) remain liable and responsible for any accident and/or mishap taking place while undertaking the construction and completion of the Project save and except any accident and/or mishap caused due to any internal work permitted by the Developer to be carried out by any Identified Person(s), for which such Identified Person(s) shall be and shall remain liable and responsible, and to keep each of the Owner and the Indemnified Parties safe, harmless and indemnified from and against all costs, charges, claims, liabilities, losses and damages in respect thereof;
- vi) make proper provision for security of the Said Premises and the goods, articles, equipments etc. lying thereat;
- vii) make payment of all statutory taxes, rates, etc. payable in relation to the construction, development and completion of the Project;
- viii) periodically or as and when reasonably requested by the Owners' Authorised Representative, inform the Owner' Authorised Representative about the progress of the Project;
- ix) within 7 (seven) Business Days from the Execution Date, mutually decide with the Owner:
 - a) the minimum amount to comprise the consideration forming the Gross Revenues payable by an Identified Person ("**Minimum Consideration**"), on the understanding that the Minimum Consideration shall, as and when requested for by either Party, be reviewed and shall be subject to revision as may be mutually agreed to by and between the Parties hereto, bearing in mind the then prevailing circumstances; and



ADDITIONAL REGISTRAR
OF ADDITIONAL, KODIATA
26 DEC 2017

- b) the terms and conditions governing the alienation of every part and portion of the Project;
- x) not to allow any person or party to encroach into or upon any part or portion of the Said Premises;
- xi) not to expose the Owner and/or the Indemnified Parties to any liability, and to remain solely liable and/or responsible for all acts, deeds, matters and things pertaining to the construction and completion of the Project, and to pay, perform and observe all the amounts, terms, conditions covenants and obligations on the part of the Developer to be paid, performed and observed;
- xii) appoint its own professional team for undertaking the development of the Project;
- xiii) take all necessary action to enforce the due, proper and prompt performance and discharge by members of its professional team and third parties of their respective obligations under all contracts, sub-contracts, agreements etc. executed by the Developer.

6.2 The Developer shall be responsible and liable for the due performance and fulfillment of all the contracts pertaining to the Project, it being clarified and understood that each of the architects, contractors, consultants, service providers, personnel etc. appointed by the Developer for the Project shall be deemed to be the employees, personnel etc. of the Developer, and shall not have and/or shall not be deemed to have any privity of contract with the Owner, and further no right or interest shall be deemed to have been created in the Said Premises in favour of any such entity/person by virtue of the contracts executed by the Developer. The Developer shall be solely liable and responsible for the performance and fulfillment of all obligations (both by itself and by the parties with whom the Developer has contracted) under each of the contracts executed by the Developer and also for compliance of/with Applicable Law(s) in respect of its personnel, employees, etc., and shall keep the Owner and the Indemnified Parties fully safe, harmless and indemnified in respect thereof.

6.3 The Developer shall hand over to the Owner, true copies of all the permissions, clearances, no-objection certificates etc. pertaining to the Project as also provide inspection of the same from time to time as may be requested by the Owner.

Article 7

Obligations of the Owner

- 7.1 The Owner agree, covenant and undertake that the Owner shall:-
- i) not deal with any part or portion of the Said Premises save in the manner specified in this Agreement;



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
26 DEC 2011

- ii) co-operate with the Developer in the execution and implementation of the Project in terms of this Agreement;
- iii) not cause any hindrance or obstruction in the work of construction provided that the Developer has not committed breach of any of its obligations stipulated in this Agreement;
- iv) provide the Developer with any documentation and information relating to the Said Premises as may be reasonably required by the Developer from time to time related to the development of the Said Premises provided that the same be available with the Owner;
- v) render all assistance as may be reasonably requested for by the Developer in obtaining statutory clearances and permissions for the Project, it being clarified and understood that the role of the Owner in this regard shall be merely to assist the Developer and such assistance shall in no manner cast any obligation or liability or responsibility on the Owner regarding the same;
- vi) sign, execute and deliver such applications, papers, deeds and documents as may be reasonably requested by the Developer from time to time for submission to any Governmental Authority for applying for and obtaining any permission pertaining to the Project;
- vii) as and when required by the Developer, appear before the concerned Governmental Authorities and/or government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and all courts and tribunals, for all matters connected with the Said Premises and/or in relation to the execution and implementation of the Project;
- viii) remain liable and responsible for payment of all the Outgoings in respect of the Said Premises for the period upto the Effective Date (being the one which is first and prior in time) together with the interest and penalty thereon, if any, irrespective of when the demand for the same is raised and/or received by the Owner;
- ix) in the event of there being any established defect in the title of the Owner in respect of any part or portion of the Said Premises, to cure the same at its own cost and expense;
- x) execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer) to authorise and empower the Developer and/or the nominee(s) of the Developer, as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and also to deal with the same;
- xi) do, execute and perform all such acts, deeds and things as may be reasonably requested from time to time by the Developer;



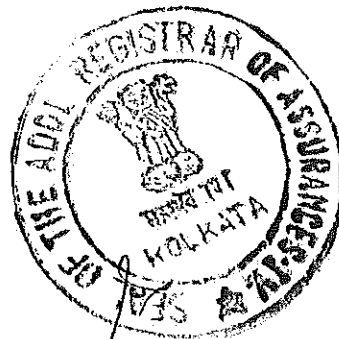
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
= 6 DEC 2017

- xii) act and co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement, and provide all assistance as may be required/requested from time to time by the Developer to enable the Developer to implement and complete the Project.
- 7.2 The Owner have permitted and authorized the Developer to enter the Said Premises to develop the same in terms of this Agreement, it being agreed and understood that such permission/license granted to enter the Said Premises shall however not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882, read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being clarified and understood that the legal physical possession of the Said Premises shall always remain and continue to vest and remain with the Owner only. The Developer shall only be permitted to enter upon the Said Premises by way of a licensee to develop the same in terms hereof.

Article 8

Borrowing and funding for the Project

- 8.1 For the sole purpose of raising funds for the execution and implementation of the Project, the Owner shall, as and when requested by the Developer and from time to time as the Developer may deem necessary, cause such parts and portions of the Said Premises as determined by the Developer from time to time together with all rights in respect thereof, to be charged or mortgaged or encumbered including by way of equitable mortgage by deposit of the original title deeds in respect of the Said Premises in favour of bank(s) and/or financial institution(s) identified by the Developer, whereupon the Owner shall hand over the originals of the said title deeds to the aforesaid bank(s) and/or financial institution(s) identified by the Developer, and the Owner shall do, carry out, execute and perform each of the several acts, deeds and things in respect of creation of such mortgage, charge etc. including procuring permissions if any required for the same, and signing, executing and delivering all deeds and documents as may be requested for and provided by the Developer.
- 8.2 It is clarified and understood that for the aforesaid purpose of raising funds for the execution and implementation of the Project, the Developer shall also be entitled to create a charge/mortgage/encumbrance on any part or portion of the building and/or the structure(s) constructed/erected on/at the Said Premises and/or forming a part or portion of the Project, and the Owner shall execute such deeds and documents, and furthermore shall do, execute and perform such acts, deeds and things as may be requested for from time to time by the Developer in respect thereof.
- 8.3 The Developer shall remain liable and responsible for the repayment of the aforesaid specific borrowings and shall keep the Owner and the Indemnified Parties safe, harmless and indemnified in respect thereof, it being agreed and understood that no charge shall be created over/in respect of the Owners' Share for such borrowings.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 DEC 2017

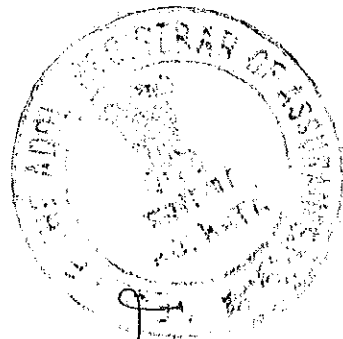
- 8.4 The Owner also undertake to execute, submit and make all statutory filings pertaining to the creation of the aforesaid mortgage, charge etc. it being clarified for the avoidance of any doubt that the finance raised my mortgage, charge etc. of the said Premises will be used only and exclusively for the Project, and such funds will not be diverted for any other project or purpose.
- 8.5 Without prejudice to abovementioned obligations of the Owner, the Owner shall authorise and empower the Developer and /or the nominee(s) of the Developer to do, carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, encumbrance etc. including signing and executing all necessary deeds and documents.
- 8.6 The Owner shall also provide and render all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights and /or other encumbrances.

Article 9

9.1 Authority in favour of the Developer

- 9.1.1 In order to facilitate the Developer to undertake the Project and /or for the speedy construction, execution, completion and implementation of the Project, to inter alia:
- (a) exercise the Development Rights; and
 - (b) exercise the rights granted under Article 8 hereinabove; and
 - (c) Sell, license, lease, transfer, encumber or otherwise dispose of and/or deal with and/or alienate and/or create third party rights, interests etc. over /in respect of any part or portion of the Said Premises,

Without prejudice to an in addition to each of the other powers, rights and authorities granted by the Owner in favour of the Developer, the Owner hereby and hereunder appoint the Developer, as their respective constituted attorney and authorised representative, inter also for each of the aforesaid purposes, and unconditionally grant to unto and in favour of the Developer and Mr. Rishi Todi son of Pawan Kumar Todi residing at 2, Queens Park, Kolkata - 700 019 with the power to act as stated in the **Second Schedule** hereunder written and further on the execution date the Owner have granted power and authorities to in /in favour of the Developer and the said Mr. Rishi Todi by way of separate power of attorney, and further, the Owner will also execute and register requisite documents, including specific power as may be reasonably required by the Developer in this regard, at the cost and expense of the Developer.



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
26 DEC 2011

- 9.1.2 It is clearly and unequivocally agreed and understood by the Owner that powers granted to the Developer shall be subject to the compliance and fulfillment by the Developer of its obligations stipulated herein, and further that the Owner shall be bound by each of the acts done, executed and performed by the Developer in pursuance of such powers, and further the Owner hereby ratify and confirm and agree to ratify and confirm to be bound by all whatsoever the Developer shall do or cause to be done in exercise of all the powers granted under these presents and /or in pursuance of this Agreement.
- 9.1.3 In the even any of the abovementioned powers/authorities are granted/delegated by the Developer to any nominee(s) of the Developer, then the Developer shall keep the Owner and the Indemnified Parties safe, harmless and indemnified against any loss and damage that may be suffered on incurred or sustained by the Owner and/or the Indemnified Parties due to any acts of such nominee(s) of the Developer.
- 9.1.4 the Owner acknowledge and accept that on and from the Effective Date (being the one which is first and prior in time) , and further by virtue of this Agreement, the Developer has acquired a substantial interest and right in the entirety of the Said Premises, and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other power(s) of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain valid.
- 9.1.5 It is further agreed and understood that the powers granted by the Owner to the Developer shall not in any manner derogate from and/or absolve the Owner of any of their several obligations, and further shall not absolve the Owner from their respective liability and responsibility to make, file and obtain necessary sanctions, permissions etc. save those which are exclusive responsibility of the Developer, and to do, execute and perform such acts, deeds and things as may be requested from time to time by the Developer, as also to fulfill and perform each of their several obligations and duties as stipulated in this Agreement.
- 9.1.6 It is further clarified and understood that despite the grant of the aforesaid authorities in favour of the Developer, the Owner shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, etc. as may be requested from time to time by the Developer.

9.2 Owner' Authorised Representative

- 9.2.1 the Owner vide respective resolutions passed in their respective board meeting authorised and empowered Mr. Karan Todi, Son of Pawan Kumar Todi working for gain at Todi Mansion, 9th floor, 1, Lu Shun Sarani, Kolkata - 700 073 ("Owners Authorised Representative") to take all decisions etc. for and on behalf of the Owner, each of which decisions shall be final, conclusive and binding on the Owner.



Additional Registrar of
Assurances-IV, Kolkata
6.12.2017

- 9.2.2 The Owner shall, as and when requested by the Developer, ensure that person(s) duly authorized by the Owner is/are present for the execution and registration of any deeds, documents, applications etc.
- 9.2.3 Any notice given to the Owner Authorised Representative shall be deemed to have been given/issued to the Owner.
- 9.2.4 The Owner shall be entitled to replace the Owners' Authorised Representative by a notice in writing, duly received by the Developer, provided that all the acts, deeds, things etc. done, executed and performed by the outgoing Owners' Authorised Representative shall continue to bind the Owner.

Article 10

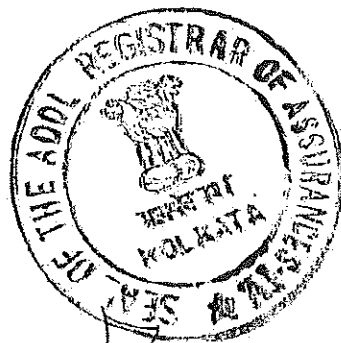
Management and maintenance of the Project

- 10.1 It is agreed that the Developer shall manage, maintain and administer the Project until formation of the Holding Organisation, and after formation of the Holding Organisation, the management and maintenance of the Project shall be entrusted to the Holding Organisation subject to and in accordance with the terms in respect thereof as stipulated by the Developer.

Article 11

Documentation

- 11.1 All documents for the transfer/alienation of any space, unit, vehicle parking space etc. and/or for granting any manner of right or title or interest in any space/area (open or covered) at any part or portion of the Project and/or in respect of any part or portion of the Said Premises shall be executed in the collective names of the Parties hereto.
- 11.2 All agreements, documents, deeds, papers etc. pertaining to the transfer/creation of any manner of interest/title/right in/to/over any part or portion of the Project and/or the Said Premises including those stated in Clause 11.1 shall be uniform in nature and shall be in terms of the drafts caused to be prepared by the Developer in consultation with the Owner and thereafter accepted in writing by the Owner, containing such terms and conditions as shall be mutually agreed between the Parties hereto, including a specific covenant recording that the payment of entirety of the consideration and all and any amounts payable in respect of any part or portion of the Project and/or the Said Premises shall be made to/in favour of the Developer.
- 11.3 The Developer agrees and undertakes to reimburse to the Owner all legal fees incurred by the Owner towards having the drafts of the documents vetted by the Solicitor of the Owner.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 6 DEC 2017

Article 12

Defaults and remedies

12.1 Developer's Event of Default and consequences

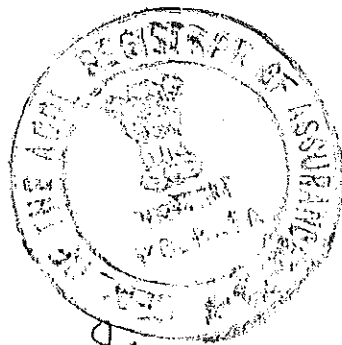
12.1.1 Developer's Event of Default

Any of the following shall be deemed to be an event of default by the Developer under this Agreement ("**Developer's Event of Default**"):

- 12.1.1.1 the Developer fails to take any steps in respect of the Project for 4 (four) months in a financial year; and/or
- 12.1.1.2 work on the Project/the Said Premises stops/is stopped by the Developer for 3 (three) months in a financial year, each of the above subject to and without prejudice to the provisions of Article 3 and Clause 15.2;
- 12.1.1.3 an order is passed by a court of competent jurisdiction declaring the Developer to be bankrupt or directing the dissolution or liquidation or winding-up of the Developer;
- 12.1.1.4 the occurrence of any other event mutually agreed between the Parties as constituting a Developer's Event of Default.

12.1.2 Consequences on the occurrence of a Developer's Event of Default

- 12.1.2.1 Upon the occurrence of a Developer's Event of Default, the Developer shall be obliged to cure or remedy the specified event of default within a period of 60 (sixty) days from the date of receipt by the Developer of the written notice issued by the Owner Representative in that regard ("**Developer's Cure Period**").
- 12.1.2.2 In the event of occurrence of a Developer's Event of Default which in the sole opinion of the Owner cannot be cured or is not cured within the Developer's Cure Period or it is the 2nd (second) time that the Developer has committed any Developer's Event of Default, then the Owner shall be entitled to terminate this Agreement by giving the Developer written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the Owner in the notice of termination issued by the Owner to the Developer.
- 12.1.2.3 It is further agreed and understood that during the Developer's Cure Period, the Developer shall keep the Owners' Representative regularly updated about the steps being taken by the Developer for curing the specific Developer's Event of Default.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2011

12.2 Owners' Event of Default and consequences

12.2.1 Owners' Event of Default

Any of the following events by the Owner (as the case may be) shall be deemed to be an event of default by the Owner under this Agreement ("Owners' Event of Default"):

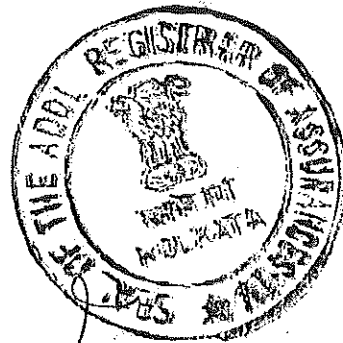
- 12.2.1.1 any material defect in the title to the Said Premises caused due to any act of omission and/or commission of/by the Owner;
- 12.2.1.2 an order is passed by a court of competent jurisdiction declaring the Owner to be bankrupt or directing the dissolution or liquidation or winding-up of any of the Owners;
- 12.2.1.3 any change in the constitution and/or the shareholding pattern of any of the Owner without the prior written consent of the Developer;
- 12.2.1.4 the occurrence of any other event mutually agreed between the Parties as constituting an Owner' Event of Default.

12.2.2 Consequences on the occurrence of an Owners' Event of Default

- 12.2.2.1 Upon the occurrence of an Owners' Event of Default, the Owner shall be obliged to cure or remedy the specified event of default within a period of 60 (sixty) days from the date of receipt by the Owner of the written notice issued by the Developer in that regard ("Owner' Cure Period").
- 12.2.2.2 In the event of occurrence of an Owners' Event of Default which in the sole opinion of the Developer cannot be cured or is not cured within the Owners' Cure Period or it is the 2nd (second) time that the Owner have committed any Owner Event of Default, then the Developer shall be entitled to terminate this Agreement by giving the Owner written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the Developer in its notice of termination to the Owner.
- 12.2.2.3 It is further agreed and understood that during the Owner Cure Period, the Owner shall keep the Developer regularly updated about the steps being taken by the Owner for curing the specific Owner Event of Default.

12.3 Consequences of termination

- 12.3.1 In the event of termination of this Agreement by either of the Parties, any Party shall be entitled to refer the matter to the Arbitrator to determine *inter alia* the entitlements if any of the Parties hereto consequent to such termination, whereupon the Arbitrator shall be entitled to proceed in the matter in terms of the provisions of Article 14, it being agreed by the Parties that the decision of the Arbitrator in this regard shall be final and binding on each of the Parties hereto.



ADDITIONAL REGISTRAR
OF ASSURANCE CO., KOLKATA
26 DEC 2014

- 12.3.2 Upon termination of this Agreement, the Owner and the Developer agree and undertake that none of the Parties shall under any circumstance be entitled to claim any loss of profits or any indirect, special or consequential loss or damage including loss of data, loss of business, loss of goodwill, loss of contract, loss of anticipated savings/profits etc., and the Developer further agrees and undertakes not to claim any compensation for any loss sustained by it by reason of it having purchased or procured any materials, or entered into any commitments, or made any advance on account of or with a view to the performance of this Agreement, and neither Party shall have any other claim against the other save as determined by the Arbitrator in pursuance of Clause 12.3.1.

Article 13

Governing law and jurisdiction

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Kolkata shall have exclusive jurisdiction for all matters pertaining to this Agreement.

Article 14

Settlement of Disputes

- 14.1 In the event of any dispute and/or difference arising between the Parties in connection with the interpretation or implementation of this Agreement and/or the interpretation of any of the terms and conditions herein contained and/or touching these presents ("**Dispute**"), the Parties shall at the first instance attempt to resolve such Dispute through amicable discussions, it being clarified that even for the purpose of this Clause, the Owner shall collectively be deemed to mean and/or constitute one Party while the Developer shall deemed to mean the other Party. If the Dispute is not resolved through such amicable discussions within 15 (fifteen) Business Days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the Parties may refer the Dispute to the sole arbitration of the Arbitrator for resolution according to and in terms of the provisions of the Arbitration & Conciliation Act, 1996 and/or any modifications thereto and/or the then prevailing Indian statute governing arbitration between Indian entities.
- 14.2 The arbitration shall be conducted in Kolkata. All arbitration proceedings shall be conducted in English, and the Arbitrator shall have summary powers. The Arbitrator shall be bound and obliged to pass a detailed reasoned award, and further the Arbitrator may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).
- 14.3 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.



7

ADDITIONAL REGISTRAR
OF ASSURANCE-IV, KOLKATA
= 6 DEC 2017

- 14.4 Each Party shall respectively pay and bear its own legal costs and expenses pertaining to and/or arising out of such arbitral proceedings.
- 14.5 Save and except when the Agreement has been terminated, when any Dispute is under arbitration (except for the matter(s) under Dispute), the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- 14.6 Each of the Parties agree and covenant with each other that each of them have full faith and trust on the Arbitrator, and hereby and hereunder waive the applicability of all/any conditions/restrictions/prohibitions which would/could and/or by virtue of which the Arbitrator may stand disqualified from acting as the arbitrator in terms of/in pursuance of this Agreement, and none of the Parties hereto shall *inter alia* dispute and/or challenge the appointment and/or continuation of the Arbitrator as an arbitrator and/or any order/award passed by the Arbitrator on any ground whatsoever including but not limited to on account of any purported/alleged disqualification of the Arbitrator stipulated by statute or otherwise.

Article 15

Force Majeure

- 15.1 It is understood between the Parties that time is the essence of this Agreement.
- 15.2 If at any time during the subsistence of this Agreement, the performance by any Party under this Agreement shall be prevented or delayed by reasons of a Force Majeure Event, the Party impacted by such a Force Majeure Event shall inform the other Party of the same in writing, whereupon each of the Parties shall use reasonable efforts to mitigate and overcome if possible and/or if practicable the effects of such Force Majeure Event at the earliest, and shall co-operate with each other to develop and implement a remedial plan and reasonable alternative measures to remove the effects of the Force Majeure Event. However, should any Party be prevented from fulfilling its contractual obligations by reason of a Force Majeure Event lasting continuously for a period of at least 2 (two) months, the Parties shall consult each other regarding the further implementation of this Agreement, and in the event the Parties fail to arrive at a consensus or decision acceptable to each of the Parties, either of the Parties shall be entitled to refer the matter to the Arbitrator, whereupon the Arbitrator shall be entitled to proceed in the matter in terms of the provisions of Article 14, it being agreed by the Parties that the decision of the Arbitrator in this regard shall be final and binding on each of the Parties hereto.
- 15.3 Save as specifically stated hereinabove, neither Party shall, by reason of such a Force Majeure Event, be entitled to terminate this Agreement. Under such circumstances, the contractual time for completion shall be extended by a period equal to that during which such a Force Majeure Event operated/subsisted plus an additional period, if any, as may be mutually agreed between the Parties.



[Handwritten signature]

Article 16**Notice**

- 16.1 All routine correspondence may be carried on by electronic mail, letters, or over telephone. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party to the attention of and at its address (as set out hereinbelow) by registered post/speed post with acknowledgement due or by electronic mail (at the id set out hereinbelow) or at such other address or electronic mailid as the addressee has by 5 (five) Business Days' prior written notice specified to the other Party. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting; (c) if given by electronic mail, on the date of dispatch.
- 16.2 The initial address of the Parties for the purpose of the Agreement is as follows:

Owner

Attention : Mr. Karan Todi,
Address : 'Todi Mansion',
9th floor,
1, Lu-Shun-Sarani,
Kolkata - 700073

Developer

Attention : Mr. Rishi Todi,
Address : 'Todi Mansion',
9th floor,
1, Lu-Shun-Sarani,
Kolkata - 700073

Article 17**Miscellaneous****17.1 Assignment**

- 17.1.1 Neither of the Parties shall be entitled to assign or transfer or novate or deal with this Agreement and/or their respective rights or obligations hereunder without the prior written consent of the other Party. For the avoidance of



7

REGISTRAR OF ASSURANCES
GOVERNMENT OF KARNATAKA
8 6 DEC 2014

doubt it is clarified that the exercise by the Developer of the specific rights granted elsewhere in this Agreement including but not limited to those stipulated in Clauses 3.6 and 6.1(xii) shall not be treated and/or construed as a breach of this covenant by the Developer.

17.1.2 This Agreement shall enure to the benefit of and be binding upon and enforceable by/against each of the Parties and their respective successors.

17.2 Severability

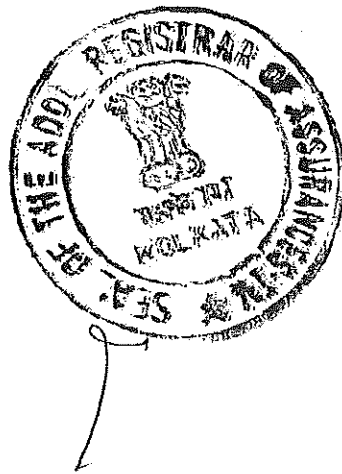
Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the remaining provisions hereof, which shall continue to be valid and binding, and the Parties shall negotiate in good faith to substitute the obligation/provision determined as being invalid or unenforceable, with such an obligation/provision which is as close as possible to the original intent of the Parties.

17.3 Waiver

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

17.4 Entire Agreement

This Agreement constitutes and sets forth the entire agreement between the Parties in respect of the subject matter heretobut without prejudice to each of the several acts, deeds and things already done, executed and performed on and from the Effective Date (being the one which is first and prior in time) each of which are hereby accepted, confirmed and admitted by the Parties as being binding upon each of them as the same may be applicable, it being further clarified that all documents executed in writing in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.



REGISTRAR
OF ASSURANCES, KOLKATA
26 DEC 2014

17.5 Amendment

No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by each of the Parties.

17.6 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto, and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer has not been appointed as an agent or contractor of /by the Owner (save as specifically stated herein), but to the contrary has been granted independent valuable rights and interest in/over the Said Premises, which is being confirmed by and/or under these presents.

17.7 Stamp Duty

The Developer shall be liable and responsible for payment of the entirety of the stamp duty and registration charges payable on this Agreement.

17.8 Cost and Expenses

Except as otherwise stated in this Agreement and/or as may be agreed to the contrary between the Parties in writing, each Party shall pay its own costs and expenses in relation to the negotiations leading up to the transactions recorded hereunder and in the preparation and execution of this Agreement.

17.9 Independent Rights

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

17.10 Covenants Reasonable

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

17.11 Third Party Benefit



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2011

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

17.12 Further Assurance

The Parties to this Agreement have negotiated in good faith. Each Party shall co-operate with each other, and execute and deliver such instruments and documents and take such other actions as may be reasonably requested, from time to time, by any Party in order to carry out, evidence and confirm their rights and the purpose of this Agreement.

The First Schedule Above Referred To

("Said Premises")

All that piece and parcel of land measuring 1.04 acres equivalent to 3 Bighas 1 Cottah 10 Chittacks and 24 Sq. Ft. Together with building and sheds and other structures comprised in Holding No.143F, Nilganj Road, (presently 166F) C.S. Khatian No.82, Dag No.627/923, R.S. Khatian No.544 in Mouza Sodepur, J.L. No.8, Touzi No.172, 178 and 194, R.S. No.43, Police Station Khardah within Panihati Municipality Sub Registration Office Barrackpore, District 24 Parganas North butted and bounded as follows.

On the North : By C.S. Dag No.666 and 670

On the South : By Municipal Road,

On the East : By Municipal Road leading to railway line,

On the West : By C.S. Dag No. 627.

Or howsoever the same may be butted, bounded, known or numbered.

The Second Schedule Above Referred To

[Powers]

1. To defend possession of the Said Premises and every part thereof, and also to manage, maintain and administer the Project and the building and other structures to be constructed thereon and every part thereof.
2. To ward off, prohibit, and if necessary, proceed in/before the appropriate forum of law against trespassers and/or encroachers, if any, and to take appropriate legal steps.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

3. To have the soil tested and to measure/survey the Said Premises.
4. To appoint and engage architects, engineers, specialists, consultants, valuers, surveyors, contractors, agencies, service providers, etc. and other Person(s) as may be required from time to time, and to revoke his/their/its appointment and re-appoint any other Person(s) in his/their/its place and stead for the aforesaid purposes, and to settle and pay their fees and/or compensation.
5. To revise, modify, amend, alter etc. the Plan, and prepare or cause to be prepared the Revised Plan together with any modifications/amendments/revisions/alterations thereto from time to time, to submit the same before the concerned authorities including but not limited to the Panihati Municipality, and to have the same sanctioned and modified and/or amended and/or revised and/or altered, and for the aforesaid purpose to sign, execute, deliver and submit all applications, papers, documents, statements, affidavits, forms, undertakings, declarations etc. as may be necessary and/or required from time to time.
6. To appear and represent each of the Owner before any and/or all authorities (statutory or otherwise) and/or any government and/or semi-government authorities, revenue authorities, including but not limited to any Governmental Authority, the Panihati Municipality, the survey authorities, the town planning authorities, the development trust & authority, the West Bengal Fire Services, police, the pollution control board, the environment department and all licensing authorities and/or any other statutory authority and/or any other authorities appointed under the law for the time being in force, for any matter connected with the Said Premises, and further to apply for and obtain any approvals, sanctions, permissions, etc. and for the aforesaid purpose to sign, execute, submit and deliver all letters, applications, agreements, documents, undertaking, forms, affidavits and papers as may be necessary or required from time to time.
7. To pay the fees, obtain sanctions and/or approvals and/or consents and such other orders and/or permissions from the concerned authorities as may be necessary and/or expedient for modification, alteration etc. and subsequent sanction of the Plan and/or the Revised Plan, to receive refund of the excess amount of fees, if any paid for the same, and also to apply for and obtain from the Panihati Municipality, the occupancy certificate and/or the Completion Certificate.
8. To submit and take delivery of the title deeds pertaining to the Said Premises and all papers and documents as be required by any of the necessary authorities including but not limited to for any of the aforesaid purposes.
9. To apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, generator, lift and/or connections of any other facility and/or utility in and/or to the Said Premises and/or the Project and/or to make alterations therein, and to close down and/or to have the same disconnected, and for such purpose to sign, execute, submit and deliver all deeds, papers,



J

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KULHATA
26 DEC 2017

applications, documents and plans, and do all other acts, deeds and things as may be deemed fit and proper by the Developer.

10. To obtain and/or give right of way, access, right to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc., underground and over-head (as the case may be) on such terms and conditions as may be determined by the Developer at its sole and absolute discretion, and for such purpose to obtain and give, sign, execute and deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time.
11. To ask, demand, sue for recovery and receive, of and from all Persons and/or Governmental Authorities and/or bodies/authorities (statutory or otherwise), any claims or demands or actions or rights or otherwise, of or relating to or concerning the Said Premises and/or the development thereof howsoever.
12. To file, initiate, prosecute, enforce, defend, oppose etc. all suits, writ petitions, actions, demands, legal proceedings (whether civil or criminal), appeals etc. in any court of law and/or tribunal and/or any quasi-judicial authority and/or any other forum in any manner concerning any part or portion of the Said Premises, and if deemed fit by the Developer, to make a counter claim and/or compromise and/or settle and/or abandon each of such suits, writ petitions, actions, legal proceedings etc. upon such terms and conditions as the Developer may deem fit and proper and/or to refer any dispute to arbitration as the Developer may deem fit and proper, and further to depose, give evidence and make submissions for and on behalf of the Owner in each of such legal proceedings etc.
13. To sign, execute, verify, affirm, file, submit, serve etc. all statements, affidavits, applications, undertakings, complaints, petitions, written statements, memos of appeal etc. and all and any other papers, deeds, documents as may be necessary to be executed for and/or on behalf of the Owner in pursuance of the powers granted herein.
14. To sign, issue, deliver, serve, receive and accept all notices, writ of summons, letters and correspondence as may be required from time to time in connection with all or any of the matters contained herein including but not limited to any Governmental Authority.
15. To negotiate and sell and/or transfer and/or convey and/or assign and/or lease and/or let out and/or deal with and/or mortgage and/or charge and/or encumber any part or portion of the Said Premises which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat and/or any part or portion of the Project, in accordance with the terms of this Agreement, on such terms and to such Persons as the Developer may deem fit and proper, and to receive and appropriate the entirety of the consideration in lieu thereof and/or for such other purpose as may be deemed fit by the Developer.
16. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit the execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, leases, grants, gifts, assurances,



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

applications, declarations and all other documents in connection with any part or portion of the Said Premises, *inter alia*, for the sale, transfer, lease, license, assignment, mortgage, creation of any encumbrance etc. in/over/in respect of any part or portion of the Said Premises which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat and/or any part or portion of the Project, in accordance with the terms of this Agreement, on such terms and to such Persons as the Developer may deem fit and proper and/or for such other purpose as may be deemed fit by the Developer.

17. To create any mortgage or charge or encumbrance in respect of any part or portion of the Said Premises and/or the constructions to be made thereon and/or any part or portion of the Project in favour of any bank and/or financial institution for the purpose of securing any loans and advances which may be taken by the Developer against security of the aforesaid.
18. To hand over and/or deliver the various parts and/or portions of the Project including the units/constructed spaces/areas, open or covered, vehicle parking spaces, etc. therein, to such Person(s), in terms of this Agreement, as the Developer may at its absolute discretion deem fit and proper.
19. To ask for, receive and recover from any Identified Person all consideration, charges, service charges and other charges and sums of moneys in respect of any part or portion of the Project in any manner whatsoever, and also on non-payment thereof, to enter upon and restrain and/or take legal steps for the recovery thereof as the Developer may deem fit and proper.
20. To appear and represent the Owner before all authorities for the revision and/or fixation and/or finalisation of the valuation of the Said Premises, and for such purpose to sign, execute, submit and deliver necessary papers and documents, and to do, execute and perform all other acts, deeds and things as the Developer may deem fit and proper.
21. To make necessary representations including filing of complaints and appeals before all the concerned authorities including the courts of competent jurisdiction for/regarding the revision and/or fixation and/or finalization of the valuation of the Said Premises and/or the rateable value of the new building to be constructed thereon, and to file appeals, applications and other proceedings in any court, forum or tribunal.
22. To do, execute and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective development of the Said Premises and/or the Project and/or dealing with the Said Premises and/or the constructions thereon and/or any part or portion of the Project.
23. To appear and represent the Owner before any Notary Public, Registrar of Assurances and/or any other Registrar having jurisdiction over the Said Premises, Metropolitan Magistrate, oath commissioner(s), any other officers and/or government body(ies) and/or department(s), and to make submissions for and on behalf of the Owner.



7

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2017

24. For the better doing and more effectually executing the powers and authorities aforesaid or any of them, to retain, employ and appoint advocates, pleaders, mukhtars, agents etc., to terminate their appointment from time to time and to appoint other(s).
25. To do all acts, deeds and things concerning the authorities granted herein and/or in/under this Agreement in respect of the Said Premises.
26. To make representations and warranties for and on behalf of Owners in respect of the Owner and the Said Premises including restating and reiterating the representations and warranties made by the Owner in/under this Agreement.
27. To appoint substitute or substitutes and delegate the powers and authorities granted hereby in part or in whole and to revoke any of such appointments.

And Generally to do all other acts, deeds and things concerning the Said Premises which the Owner could have done under their respective hands and seals.

In Witness Whereof the each of Parties hereto have respectively set and subscribed their respective hands on the day and the year first hereinbefore written.

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

Subir Kumar Gupta
S/o Mr. S.K. Gupta
4, Lushum Sarani, Kolkata-700073

For GNB MOTORS PVT. LTD.

Karan Todi

Authorised Signatory

(KARAN TODI)

11) Shri Gnanendra Bhattacharyya,
10, Anand Sengupta
Kolkata, 700073.

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

Subir Kumar Gupta

11) Shri Gnanendra Bhattacharyya.

R. S. ENTERPRISES

Authorised Signatory

(RISHI TODI)

Drafted on instruction by me
Ranjit Sengupta,
Advocate,
Alipore Judges' Court,
Alipore, Kolkata-700027.
F/86/2006.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 DEC 2017

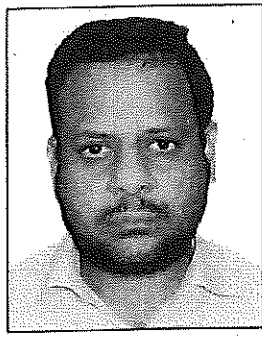
SPECIMEN FORM FOR TEN FINGERPRINTS



Karan Todi

		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						

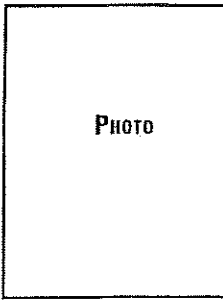
Signature :-



Vijay

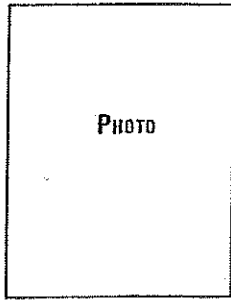
		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						

Signature :-



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						

Signature :-



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND						

Signature :-



7

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
6 DEC 2017



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No 1040/20473/95286

To,
উৎপল মন্না
Utpal Manna

14/10/2014
JAFARPUR
Zafarpur
Jafarpur Falta South 24 Parganas
West Bengal 743513

Ref: 2083 / 23V / 196594 / 196830 / P



SE280277878FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

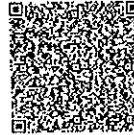
4987 3399 7695

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

উৎপল মন্না
Utpal Manna
পিতা : মিলন মন্না
Father : Milan Manna
জন্মতারিখ / DOB : 16/11/1961
পুরুষ / Male



4987 3399 7695

আধার - সাধারণ মানুষের অধিকার

Utpal Manna



1. The first part of the document
 discusses the general principles
 of the proposed system.

2. The second part of the document
 describes the detailed structure
 of the system.



ELECTION COMMISSION OF INDIA
ভারতের নির্বাচন কমিশন

IDENTITY CARD

DWK1698208

পরিচয় পত্র



Elector's Name Rishi Todi

নির্বাচকের নাম রিষি তোদি

Father's Name Pawan Kr Todi

পিতার নাম পাবন কুমার তোদি

Sex M

লিঙ্গ পুরুষ

Age as on 1.1.2006 26

১.১.২০০৬ এ বয়স ২৬

Address:
2 QUEENS PARK Kolkata 700025

ঠিকানা:
২ কুইন্স পার্ক কলকাতা ৭০০০২৫

Rishi

Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন আধিকারিক

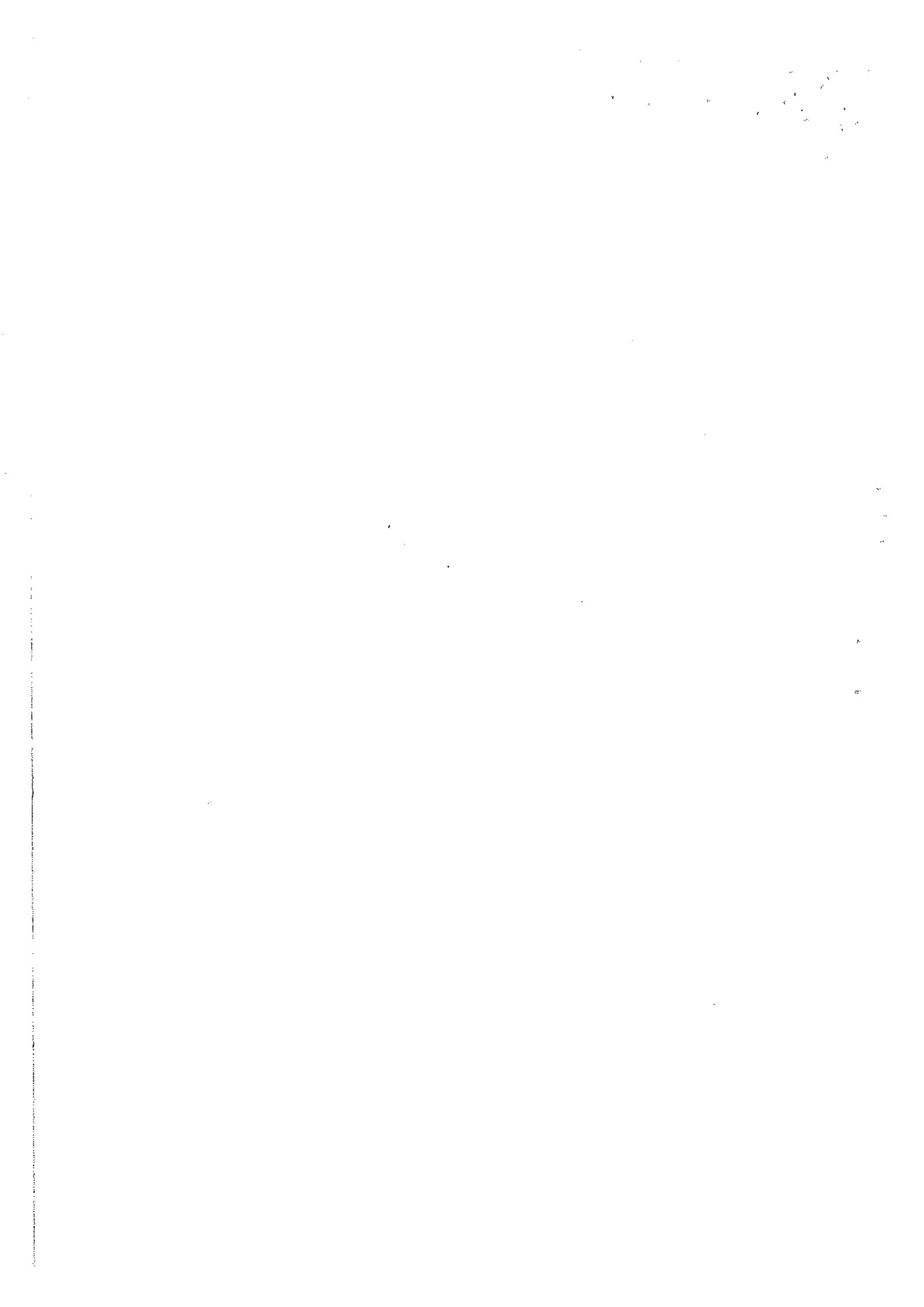
Assembly Constituency: 146-Chowringhee

বিধানসভা নির্বাচন কেন্দ্র : ১৪৬-চৌরঙ্গী


District:Kolkata জেলা: কলকাতা

Date: 11.03.2006 তারিখ: ১১.০৩.২০০৬

428/1115




PERMANENT ACCOUNT NUMBER
ABUPT6543N



नाम / NAME
RISHI TODI

पिता का नाम / FATHER'S NAME
PAWAN KUMAR TODI

जन्म तिथि / DATE OF BIRTH
01-04-1980

हस्ताक्षर / SIGNATURE


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

Rishi


आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

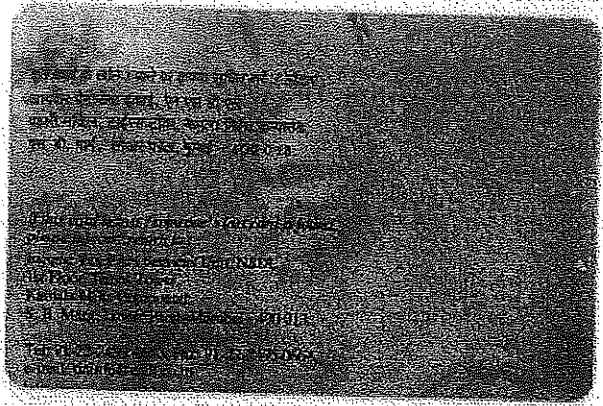
भारत सरकार

KARAN TODI
PAWAN KUMAR TODI
0406/1988
Permanent Account Number
AFTP10428F

Karan Todi
Signature



Karan Todi



आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

GNB MOTORS PRIVATE LIMITED

10/09/1980

Permanent Account Number
 AAAGG9149H

भारत
 रक्षता

03942011

If this card is lost, someone's lost card is found,
 please inform/return to
 Income Tax PAN Service Unit, NSDL,
 10th Floor, Sapphire Chambers,
 Near Bandra Telephone Exchange,
 Bandra, Mumbai - 400 045.
 Tel: 91 20 27218081/27218082/27218083
 Email: income@nsdl.com

For GNB MOTORS PVT. LTD.
 Karan Todi
 Authorised Signatory

भारत सरकार
GOVT. OF INDIA



04022011

आयकर विभाग
INCOME TAX DEPARTMENT
R.S. ENTERPRISES

17/01/2005

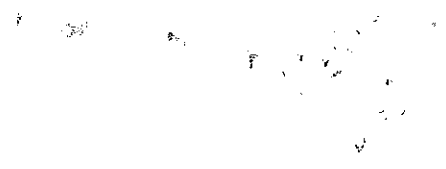
आयकर विभाग, कोलकाता

AAIFR5542C

R. S. ENTERPRISES

Authorised Signatory

Vertical text or artifacts along the left edge of the page.



Small, faint text or markings on the right edge of the page.

Small, faint text or markings on the right edge of the page.

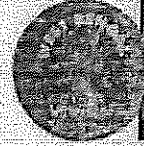




Duplicate

ভারতের নির্বাচন কমিশন
परिचय पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XOA1506674



নির্বাচকের নাম : করণ টোডি

Elector's Name : Karan Todt

পিতার নাম : পবন কুমার টোডি

Father's Name : Pawan Kr. Todt

লিঙ্গ/সেক্স : পুং/M

জন্ম তারিখ
Date of Birth : 04/08/1968

Karan Todt

KOA1606674

2, QUEENS PARK, KOLKATA MUNICIPAL CORPORATION, BALLYUNGE, KOLKATA-700019

Address:
2, QUEENS PARK, KOLKATA MUNICIPAL CORPORATION, BALLYUNGE, KOLKATA-700019

Date: 16/08/2011

161, বালীগঞ্জ বিধানসভা কেন্দ্রের নির্বাচন
নিয়ন্ত্রক কার্যালয়
Facsimile Signature of the Electoral
Registration Officer for
161-Ballygunge Constituency

১৬১, বালীগঞ্জ বিধানসভা কেন্দ্রের নির্বাচন
নিয়ন্ত্রক কার্যালয়
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll in the changed address and to obtain the card
with same number. 17/01/11

Major Information of the Deed

Deed No :	I-1904-12160/2017	Date of Registration	06/12/2017
Query No / Year	1904-0001542371/2017	Office where deed is registered	
Query Date	09/11/2017 7:28:41 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	UTPAL MANNA 12, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9748753160, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 8,06,12,149/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Nilganj Road (Panihati Municipality), Mouza: SODEPUR, Holding No:166F

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-627/923	RS-544	Bastu	Bastu	3 Bigha 1 Katha 10 Chatak 24 Sq Ft		8,03,12,149/-	Width of Approach Road: 20 Ft.,
Grand Total :					101.7363Dec	0 /-	803,12,149 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	0/-	3,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1000 sq ft	0 /-	3,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	GNB MOTORS PRIVATE LIMITED 1, LU-SHUN -SARANI, P.O:- C R AVENUE, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 , PAN No.:: AACG9149H, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	R S ENTERPRISES 1, LU- SHUN -SARANI, P.O:- C R AVENUE, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073 , PAN No.:: AAIFR5542C, Status :Organization, Executed by: Representative



Endorsement For Deed Number : I - 190412160 / 2017

On 14-11-2017

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 8,06,12,149/-



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 06-12-2017

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

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

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

Presented for registration at 15:29 hrs on 06-12-2017, at the Office of the A.R.A. - IV KOLKATA by Shri KARAN TODI

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

Execution is admitted on 06-12-2017 by Shri KARAN TODI, AUTHORISED SIGNATORY, GNB MOTORS PRIVATE LIMITED (Private Limited Company), 1, LU-SHUN -SARANI, P.O:- C R AVENUE, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073

Indetified by Mr UTPAL MANNA, , Son of Late M C MANNA, VILL- JAFARPUR, P.O: JAFARPUR, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743513, by caste Hindu, by profession Service

Execution is admitted on 06-12-2017 by Shri RISHI TODI, AUTHORISED SIGNATORY, R S ENTERPRISES (Partnership Firm), 1, LU- SHUN -SARANI, P.O:- C R AVENUE, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700073

Indetified by Mr UTPAL MANNA, , Son of Late M C MANNA, VILL- JAFARPUR, P.O: JAFARPUR, Thana: Falta, , South 24-Parganas, WEST BENGAL, India, PIN - 743513, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/11/2017 12:00AM with Govt. Ref. No: 192017180123614531 on 28-11-2017, Amount Rs: 101/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 412232506 on 28-11-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

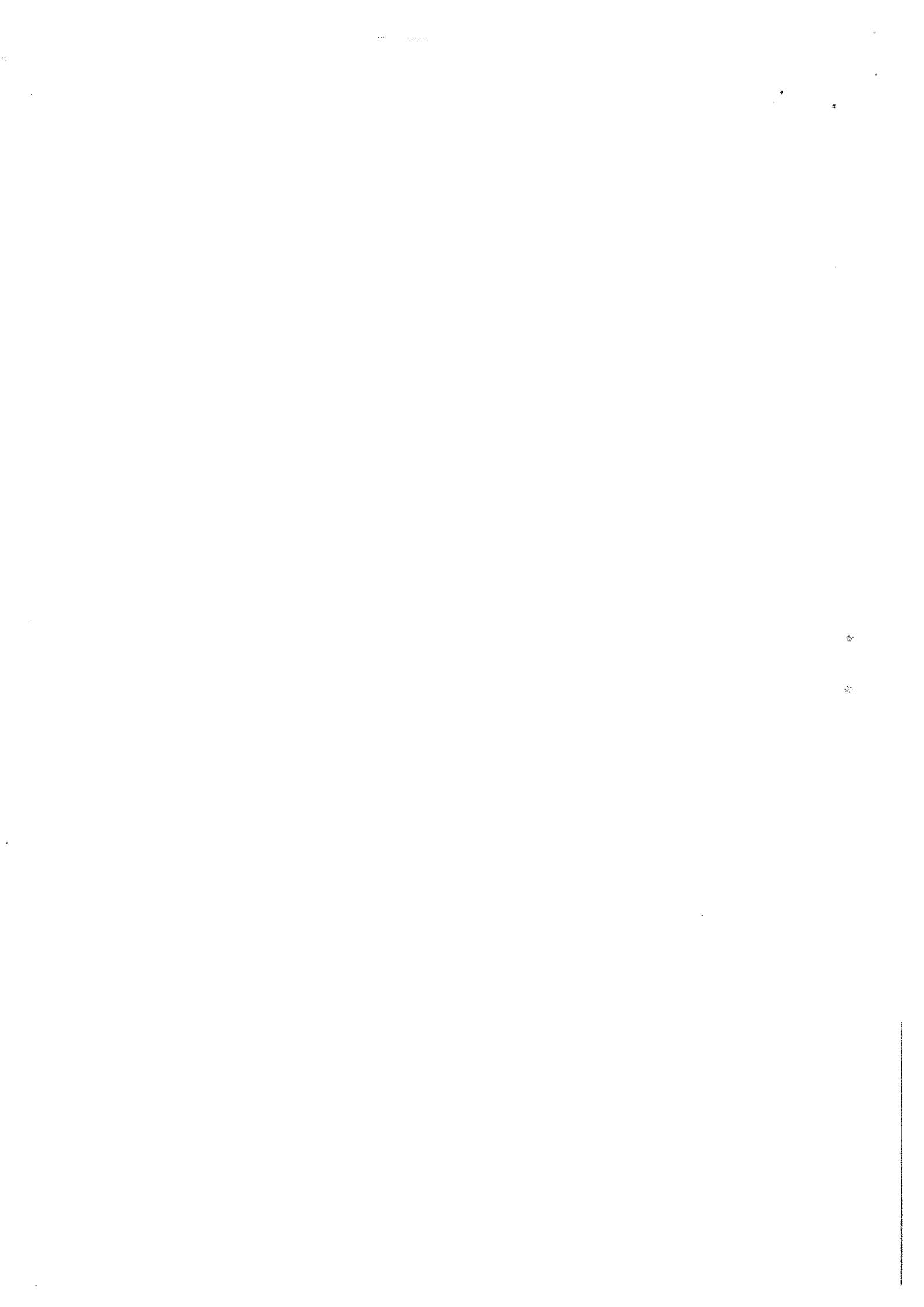
Description of Stamp

1. Stamp: Type: Impressed, Serial no 120019, Amount: Rs.100/-, Date of Purchase: 20/11/2017, Vendor name: A K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/11/2017 12:00AM with Govt. Ref. No: 192017180123614531 on 28-11-2017, Amount Rs: 75,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 412232506 on 28-11-2017, Head of Account 0030-02-103-003-02



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 466294 to 466344
being No 190412160 for the year 2017.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2017.12.16 10:06:37 +05:30
Reason: Digital Signing of Deed.

AK

(Asit Kumar Joarder) 16-12-2017 10:06:30
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

