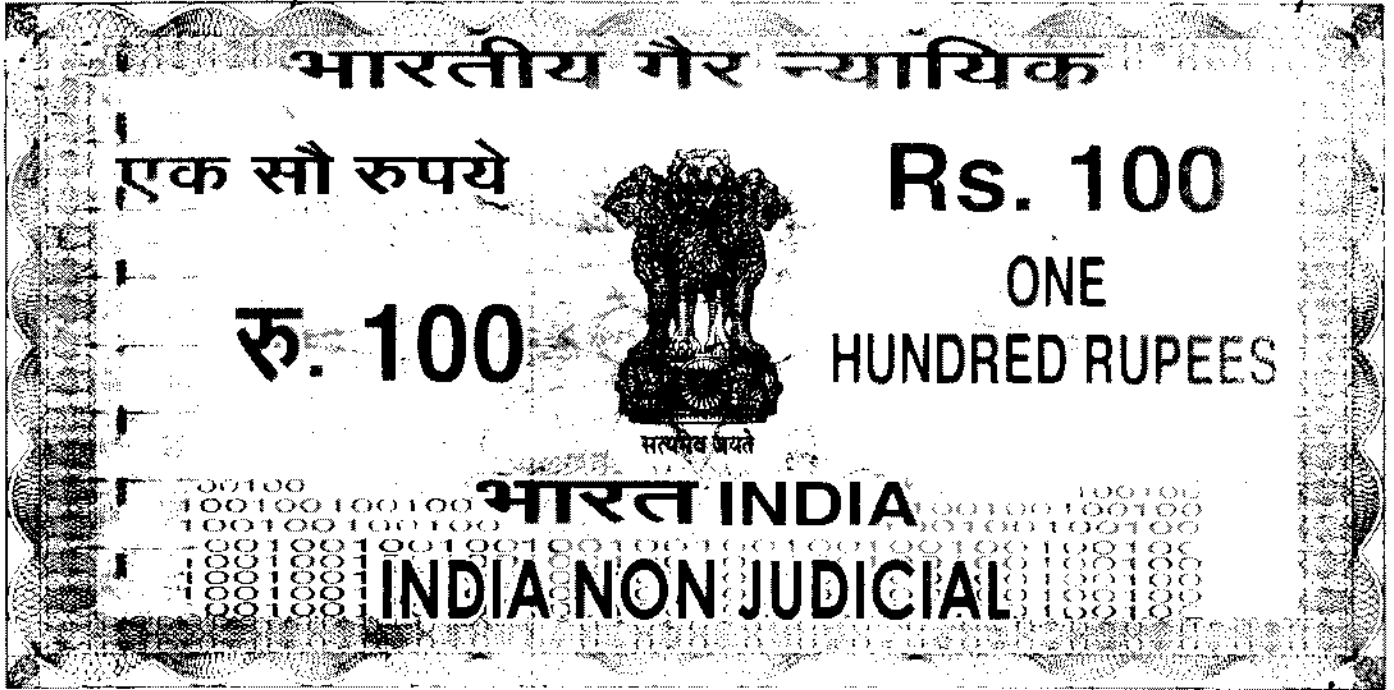


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Mr-109/1802/6981

Certified that the Document is a true and correct copy of the original as registered. The Stamp and the endorsement should be affixed to the Document and are the part of this Document.

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Additional Registrar
of Assurances, Kolkata

12 DEC 2016

DEVELOPMENT AGREEMENT

1. Date: 15th September, 2016
2. Place: Kolkata
3. Parties

181991

SAHA & RAY

Advocates

3A/1, 3rd Floor, Haslings Chambers

7C, Kinn Shunkar Roy Road

Kolkata - 700001

NAME: _____
ADD: _____
REL: _____
31 MAR 2016
SUDAN TACHIBANA
RECEIVED

31 MAR 2016

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- 3.1 **Paks Trade Centre LLP** (formerly known as **Paks Trade Centre Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AABCP4951F**), represented by its designated Partner, Mr. Vijay Kumar Goyal, son of Late Babu Ram Goyal, by faith Hindu, by nationality Indian, by occupation Business, of Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Post Office and Police Station Shakespeare Sarani (**PAN AAOPG5561C**)
- 3.2 **Springcity Buildcon LLP** (formerly known as **Nishant Fiscal Services Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AAAGN9721C**), represented by its designated Partner, Mr. Vijay Kumar Goyal, son of Late Babu Ram Goyal, by faith Hindu, by nationality Indian, by occupation Business, of Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Post Office and Police Station Shakespeare Sarani (**PAN AAOPG5561C**)
- 3.3 **Harmony Merchants LLP** (formerly known as **Harmony Merchants Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AACCH0371G**), represented by its designated Partner, Mr. Vijay Kumar Goyal, son of Late Babu Ram Goyal, by faith Hindu, by nationality Indian, by occupation Business, of Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Post Office and Police Station Shakespeare Sarani (**PAN AAOPG5561C**)
- 3.4 **Vardhaman Gears LLP** (formerly known as **Vardhaman Gears Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AABCV0958Q**), represented by its designated Partner, Mr. Vijay Kumar Goyal, son of Late Babu Ram Goyal, by faith Hindu, by nationality Indian, by occupation Business, of Room No.5, 8th floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Post Office and Police Station Shakespeare Sarani (**PAN AAOPG5561C**)

(collectively **Owners**, includes successors-in-interest and/or permitted assigns)

And

- 3.5 **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (**PAN ACIFS4407P**), represented by its designated Partner Mr. Sanjay Jain, son of Late Amar Chand Paharia, by faith Hindu, by nationality Indian, by occupation Business, of Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (**PAN ACKPJ7811L**)

(**Developer**, includes successors-in-interest and/or permitted assigns).

Owners and Developer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.



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NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Development and Commercial Exploitation of Said Premises:** Terms and conditions agreed between the Owners and the Developer with regard to development and commercial exploitation of land measuring 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.3 (twenty six thousand seventy point three) square meter, more or less **together with** structures erected thereon, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (KMC), Sub-Registration District Sealdah, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and described in the **1st Schedule** below (**Said Premises**).

5. Representations, Warranties and Background

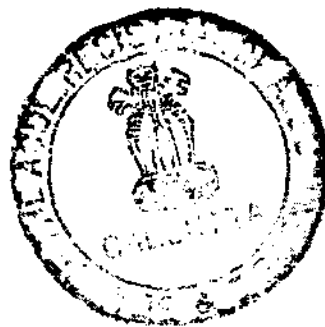
- 5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of Said Premises:** Through the devolution of title stated in the **2nd Schedule** below, the Owners have jointly become the absolute owners of the Said Premises. The delineation of the Said Premises as shown in the **Plan** annexed hereto is accurate and correct and such Plan is and shall always be treated as a part of this Agreement.
- 5.1.2 **Rights of Owners:** The Owners are seized and possessed of and well and sufficiently entitled to the Said Premises. No person other than the Owners has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Premises or any part thereof and there are no outstanding actions, claims or demands between the Owners and any third party and thus the entirety of the Said Premises is free from all encumbrances, liens, mortgages, charges, *lis pendens*, trusts, *debuttars*, *wakfs*, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.
- 5.1.3 **No Express or Implied Mortgage:** Neither the title deeds nor any other documents in respect of the Said Premises or any part thereof have been deposited in favour of any party or person with the intention of creating equitable mortgage or as security for performance of any act or payment of any money or otherwise.
- 5.1.4 **No Previous Agreement:** The Owners have not dealt with the Said Premises in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Premises.
- 5.1.5 **No Disputes Relating to Statutory Outgoings:** The Said Premises is free from any land charge and all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement have been paid in full by the Owners.




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OF ASSURANCE
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- 5.1.6 **No Shared Means of Access:** No means of access to the Said Premises is shared with or subject to rights of determination or requires payment to any third party and further the Said Premises has independent and separate access to the public road as shown in the **Plan** annexed hereto.
- 5.1.7 **No Covenants and Restrictions:** The Said Premises is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- 5.1.8 **Easements Unrestricted:** No right or easement appurtenant to or benefiting the Said Premises is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Premises.
- 5.1.9 **No Boundary Dispute:** The entirety of the Said Premises is butted and bounded and there is no manner of boundary dispute in respect thereof.
- 5.1.10 **No Legal Proceeding:** (1) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Premises or the Owners, which may in any manner prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgments, injunctions, attachments, court orders, debts, notices etc. in respect of the Said Premises or the Owners (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Premises and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Premises or the Owners and the Owners are not engaged, whether as plaintiff, or defendant or otherwise, in any civil or criminal litigation or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no civil or criminal litigation or arbitration proceedings are pending by or against the Owners and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owners would be liable to indemnify any person concerned.
- 5.1.11 **No Requisition or Acquisition:** The Said Premises is at present not the subject of any requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title by any authority or body, statutory or otherwise, under any law and/or otherwise and the Owners assert that (1) the Owners did not and do not hold any excess land under the provisions of any Central, State or Local statute (whether in the Said Premises or otherwise) and (2) they have not received any notice of any proceeding or are not involved in any proceeding of requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title in respect of the Said Premises.
- 5.1.12 **No Attachment:** The Said Premises never was or is subject to any attachment under any of the provisions of the Public Demands Recovery Act, 1913 or under the



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Income Tax Act, 1961 or under any other statute for the time being in force and there are no certificate cases or proceedings pending or threatened against the Owners *inter alia* for realization of any public demand, income tax and/or any other taxes or dues.

- 5.1.13 **No Disputes in Statutory Matters:** There is no dispute with any taxation or other statutory authorities in India or elsewhere in relation to the affairs of the Owners, which may in any manner affect or impact the Said Premises and/or the rights granted herein, and there are no facts which may give rise to such dispute.
- 5.1.14 **No Investigation:** The Owners are not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the activities of the Owners by any authority, governmental body, department, board or agency etc., which may in any manner affect or impact the Said Premises and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.
- 5.1.15 **Compliances Made:** Compliance is being made and has at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the Said Premises, its ownership, occupation, possession, use etc. and the Owners shall continue to make such compliances in connection with the performance of their obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.
- 5.1.16 **Owners have Authority:** There is no embargo on the Owners from dealing with the Said Premises and/or transferring and/or alienating the same in any manner whatsoever and the Owners have good right, full power and absolute authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.1.17 **Ownership Control of Owners:** The present profit and loss sharing ratio and the designated Partners of each of the Owner LLP's are as set forth in the **3rd Schedule** hereto.
- 5.1.18 **Status of Possession:** The Said Premises is in the *khas*, vacant, peaceful, physical and absolute possession of the Owners and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Premises, by way of adverse possession or otherwise.
- 5.1.19 **Owners Have Marketable Title:** The Owners have good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Premises, free from all encumbrances of any and every nature whatsoever. The Owners shall at their own cost and responsibility keep their respective title in the Said Premises good, free, clear, marketable, bankable and transferrable, till the Possession Date (defined in Clause 16.2 below). In this regard it is clarified that the Developer has *prima facie* examined the title of the Owners in the Said Premises **provided however** the Owners shall at all times and at their own cost, be responsible for resolving and/or settling all claims (including all third party claims) relating to the title of the Said Premises.



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- 5.1.20 **Owners Not to Create Encumbrances:** The Owners shall not create any encumbrance relating to the Said Premises.
- 5.1.21 **No Prejudicial Act:** There is no matter which may prejudicially, adversely or materially affect the value of the Said Premises or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer under this Agreement and the Owners have not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.22 **Representations True and Correct:** Each of the representations, warranties and undertakings of the Owners contained herein are true and correct and shall survive and subsist at all times and continue to bind the Owners.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer further has the necessary financial capacity to carry out the entire process of development and at no point of time shall take plea that the Project (defined in Clause 5.3 below) cannot be carried out due to lack of financial capacity.
- 5.2.2 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners discussed and decided amongst themselves that they shall have the Said Premises developed and pursuant thereto discussions were held with the Developer for taking up the development of the Said Premises by constructing thereon a cluster of ready-to-use residential or residential cum commercial buildings of at least G+30 height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common (collectively **Said Complex**) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and commercial exploitation collectively **Project**) by selling the independent saleable spaces and amenities in the Said Complex (**Units**) to prospective buyers (collectively **Transferees**, which expression includes, without limitation or exception, all persons who agree to buy Units in the Said Complex and shall include the Owners and the Developer for the Owners' Unsold Units (defined in Clause 14.4 below) and the Developer's Unsold Units (defined in Clause 14.4 below), respectively.
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

6. Basic Understanding

- 6.1 **Development of Said Premises by Construction and Commercial Exploitation of Said Complex:** The Parties have by mutual consent decided to take up the Project, i.e. the development of the Said Premises by construction of the Said Complex thereon and commercial exploitation of the Said Complex, on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified



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inputs as mentioned herein. It is hereby agreed between the Parties that the development proposed to be undertaken under this Agreement, is for and on behalf of the Transferees and not for the Owners.

- 6.2 **Said Building Plans:** The Developer has, at its own cost and expense, obtained a sanction plan from the KMC bearing Building Permit No. 2016070060 dated 4th August, 2016 (**Said Building Plans**) for the construction of the Said Complex. In this regard it is clarified that (1) the Said Building Plans have been prepared by the Developer through Agrawal & Agrawal, Architects (**Architect**); (2) the Developer shall be entitled to change the Architect, at its sole discretion and the term Architect wherever used in this Agreement shall mean and include any new architect that may be appointed by the Developer for the Project; (3) prior to the submission of the Said Building Plans to the KMC and other statutory authorities concerned with sanction (collectively **Planning Authorities**), the Developer obtained consent/approval of the Owners with respect to the Said Building Plans **and** (4) the expression Said Building Plans wherever used in this Agreement shall, wherever the context so requires, include all alterations/modifications made thereto by the Developer in pursuance and in terms of Clause 8.8 below. It is further clarified that pursuant to and in lieu of the Owners gifting in favour of the KMC, the Said Plot (defined in Paragraph 16 of the **2nd Schedule**), the Said Strip (defined in Paragraph 17 of the **2nd Schedule**), the Said Passage (defined in Paragraph 21 of the **2nd Schedule**), the KMC/other concerned statutory authorities have granted to the Owners extra F.A.R. (**Increased F.A.R.**) and accordingly, the Said Building Plans which have been sanctioned as aforesaid includes such Increased F.A.R. For the avoidance of doubt it is clarified that the development rights being granted by the Owners to the Developer under this Agreement includes the benefit of such Increased F.A.R. and the same shall be shared by the Owners and the Developer in terms of Clause 11.2 and Clause 12.2, respectively.
- 6.3 **Costs of Development etc.:** The Developer shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint consultants, advisors, contractors, sub-contractors, agents, sub-agents etc.
- 6.4 **Owners Represented by:** The Owners have jointly appointed Mr. Vijay Kumar Goyal as their authorized representative, who shall represent all the Owners for all matters connected with this Agreement and the Project and the Developer shall deal with and communicate only with the said Mr. Vijay Kumar Goyal, which shall be deemed to be communication with all the Owners and the Owners hereby confirm and accept the same. In this regard it is clarified that all actions and/or decisions taken by Mr. Vijay Kumar Goyal shall be binding on all the Owners.

7. **Appointment and Commencement**

- 7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the Said Premises with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as






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mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

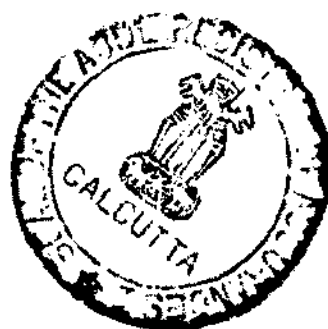
8. Sanction and Construction

- 8.1 **Architect and Consultants:** Subject to the provisions of Clause 8.8 below, the Said Complex shall be constructed in accordance with the Said Building Plans under the supervision of the Architect and other consultants appointed by the Developer. The Developer shall pay the professional fees and supervision charges and all costs, charges and expenses of the Architect and other consultants engaged in connection with construction work of the Project and the Owners shall have no liability or responsibility therefore.
- 8.2 **Construction of Said Complex:** The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the Said Building Plans. Such construction shall be as per specifications described in the **4th Schedule** below, common to all Units of the Said Complex (**Specifications**).
- 8.3 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the Said Complex within a period of 60 (sixty) months from the date of sanction of the Building Plans, with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 25 below (**Completion Time**). In this regard it is clarified that the Completion Time shall include submission of completion certificate but shall not include the time required for obtaining occupancy certificate from the KMC – the Said Complex shall be deemed to be completed if completion certificate is submitted by the Architect to the KMC. However it shall be the responsibility of the Developer to obtain occupancy certificate from the KMC in due course. Subject to the aforesaid, in case there is delay in completion of the Project, the Developer shall be liable to pay the Owners all sums mentioned in the slab-chart given below, as damages.

Slab-Chart

For first 6 (six) months of delay from Completion Time	sum of Rs.15,00,000 /- (Rupees fifteen lac) per month of delay
After 6 (six) months of delay from Completion Time	sum of Rs.30,00,000 /- (Rupees thirty lac) per month of delay

- 8.4 **Common Portions:** The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex and a social and recreational club with amenities and facilities such as gym, swimming pool etc. (collectively **Common Portions**). In this regard it is clarified that at the sole discretion of the Developer, a social and recreational club (to be used by residents only or which may also be open to outsiders, as decided by the Developer at its sole discretion) with amenities and facilities such as gym, swimming pool etc. may be provided in the Said Complex or may be provided in the complex to be erected by the Developer on the Premises Nos. 33A/3 and 32/1, Canal South Road, Kolkata-700015, adjacent to the Said Premises.



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- 8.5 **Extras and Deposits:** For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by CESC Limited and/or other agencies. It is clarified that the Developer alone shall be entitled to receive and appropriate from **all** the Transferees (1) charges for HT electric equipment and cabling (2) charges for generator and other amenities and facilities (3) deposits and advance for maintenance (4) deposits or proportionate share of deposits required to be given to the power supply agency (5) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (6) Municipal taxes and all other tax outgoings in respect of the Units (including all other taxes as may be levied by the statutory authorities) (7) club membership fees (8) guarding charges (9) service tax and (10) legal documentation charges (collectively **Extras**). It is further clarified that all interest and/or penalty paid by the Transferees on account of delayed payments and the nomination charges paid by the Transferees shall be shared by the Owners and the Developer in the ratio of 46:54, respectively.
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain at the costs of the Developer, quotas, entitlements and allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the Said Complex and the Owners shall have no liability or responsibility therefor.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Premises, upon payment of all usage and other applicable charges and the Owners shall have no liability or responsibility therefor.
- 8.8 **Alteration of Said Building Plan:** The Developer shall be entitled to alter/amend the Said Building Plan **provided however** any major amendment or modification to the Said Building Plans shall be made with the consent/approval of the Owners [such consent/approval to be given by the Owners within 15 (fifteen) days of the Owners receiving the altered/amended Said Building Plans, failing which it shall be deemed that the Owners have approved the same **provided however that** the suggestions of the Owners given within the said period shall be deliberated upon and decided finally by the Architect and if approved by the Architect, shall be duly incorporated].
- 8.9 **Additional F.A.R.:** On account of any change of rules or otherwise, in the event any additional F.A.R. is available beyond what has been sanctioned for the Said Building Plans resulting in additional constructed space in the Said Complex, the benefit of surb additional F.A.R. including incremental car parking spaces shall be shared by the Owners and the Developer in the ratio of 46:54 i.e. 46% (forty six percent) to the Owners and 54% (fifty four percent) to the Developer. The Owners shall sign and execute all such documents that may be required for this purpose.
- 8.10 **Name of Said Complex:** The Said Complex shall be named **Siddha Sky** or such other name as be decided by the Developer and such name given by the Developer shall not be changed under any circumstances, except by the Developer. However, in all publicity material, it will be mentioned that the Project is a Spring City-Siddha Project.
- 8.11 **Co-operation:** Neither Party shall indulge in any activity that may be detrimental to the Project and/or which may affect the mutual interest of the Parties. The






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Owners shall provide all cooperation that may be necessary for successful completion of the Project.

9. Possession and Title Deeds

9.1 **Developer Inducted as Licensee:** For the purpose of carrying out the development in terms of this Agreement, the Owners have already inducted the Developer as a licensee in respect of the Said Premises, in terms of this Agreement. Subject to the above, legal possession shall always be deemed to be with the Owners, without prejudice to the rights of the Developer under this Agreement.

9.2 **Deposit of Title Deeds:** At or before the date hereof, the Owners have deposited the original title deeds and all link deeds of the Said Premises with Mr. D.S. Damle, Chartered Accountant (**Custodian**), against accountable receipt. The Developer shall be entitled to take delivery of the said original title deeds and all link deeds from the Custodian for production thereof before authorities, banks etc. and subject to the provisions of Clause 13 below, will have to return the same to the Custodian. The said original title deeds and all link deeds will not be mortgaged by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project, in the manner mentioned in Clause 13 below. On completion of the Project, the Custodian shall handover the original title deeds and all link deeds to the association of Transferees of Units (**Association**).

10. Powers and Authorities

10.1 **General Power Of Attorney:** Simultaneously herewith, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney relating to the Said Premises (**General Power Of Attorney**) for the purposes of (1) getting the Said Building Plans revalidated/modified/altered by the KMC and the Planning Authorities in terms of this Agreement (2) construction of the Said Complex in terms of this Agreement and (3) booking and entering into agreements for sale and granting conveyance of the Units comprised in Said Complex to the Transferees.

10.2 **Further Acts:** Notwithstanding grant of the General Power Of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Consideration

11.1 **Owners' Exclusive Revenue Entitlement:** In terms of the Said Building Plans, the total constructed area sanctioned in respect of the Said Premises is, super built up area of approximately 11,67,073 (eleven lac sixty seven thousand and seventy three) square feet and the built up area of approximately 9,26,248 (nine lac twenty six thousand two hundred and forty eight) square feet (**Total Area**). The Owners shall collectively (but in the ratio of their share/ownership in the Said Premises as mentioned in the **2nd Schedule** below) be entitled to the entirety of the revenue/sale proceeds arising from certain demarcated Units (out of the Total Area) in the Said Complex, such demarcated Units collectively having a super built up area of approximately 36,610 (thirty six thousand six hundred and ten) square feet and built up area of approximately 27,091 (twenty seven thousand and ninety one) square feet (**Owners' Units**). It is clarified that the Owners shall collectively (but in



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the ratio of their share/ownership in the Said Premises as mentioned in the **2nd Schedule** below) be entitled to the entirety of the revenue/sale proceeds arising from the Owners' Units (**Owners' Exclusive Revenue Entitlement**). Similarly and as mentioned in Clause 12.1 below, the Developer shall also be entitled to the entirety of the revenue/sale proceeds arising from certain demarcated Units (out of the Total Area) in the Said Complex, such demarcated Units collectively having a super built up area of approximately 42,955 (forty two thousand nine hundred and fifty five) square feet and built up area of approximately 31,787 (thirty one thousand seven hundred and eighty seven) square feet (**Developer's Units**). Further, the Parties shall be entitled to the remaining Units of the Said Complex i.e. the Total Area less the Owners' Units and the Developer's Units (**Shared Units**), such Shared Units collectively having a super built up area of approximately 10,92,886 (ten lac ninety two thousand eight hundred and eighty six) square feet and built up area of approximately 8,67,370 (eight lac sixty seven thousand three hundred and seventy) square feet, as mentioned in Clause 11.2 and 12.2 below.

- 11.2 **Owners' Shared Revenue Entitlement:** In addition to the Owners' Exclusive Revenue Entitlement as mentioned in Clause 11.1 above, the Owners shall collectively (but in the ratio of their share/ownership in the Said Premises as mentioned in the **2nd Schedule** below) also be entitled to 44.5% (forty four point five percent) of the revenue/sale proceeds of the Shared Units of the Said Complex (**Owners' Shared Revenue Entitlement**). The Owners' Exclusive Revenue Entitlement and the Owners' Shared Revenue Entitlement collectively **Owners' Entitlement**.

12. Developer's Consideration

- 12.1 **Developer's Exclusive Revenue Entitlement:** The Developer shall be entitled to the entirety of the revenue/sale proceeds arising from the Developer's Units (**Developer's Exclusive Revenue Entitlement**), the Developer's Units being certain demarcated Units (out of the Total Area) in the Said Complex collectively having a super built up area of approximately 42,955 (forty two thousand nine hundred and fifty five) square feet and built up area of approximately 31,787 (thirty one thousand seven hundred and eighty seven) square feet.

- 12.2 **Developer's Shared Revenue Entitlement:** In addition to the Developer's Exclusive Revenue Entitlement as mentioned in Clause 12.1 above, the Developer shall also be entitled to 55.5% (fifty five point five percent) of the revenue/sale proceeds of the Shared Units of the Said Complex (**Developer's Shared Revenue Entitlement**). The Developer's Exclusive Revenue Entitlement and the Developer's Shared Revenue Entitlement collectively **Developer's Entitlement**.

13. **Project Finance:** The Developer may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Banker**). Such Project Finance can be secured on the strength of the security of the Developer's Entitlement and construction work-in-progress/receivables to the extent pertaining to the Developer's Entitlement but collateral security may be created by depositing the original title deeds of the Said Premises, in which event the Custodian shall handover the original title deeds and link deeds to the Developer. The Owners shall deposit the title deeds of the Said Premises with the Banker but on the clear understanding that the Banker shall have no right of recovery against the Owners and the Owners' Entitlement. For this purpose, the Owners undertake to sign and execute all necessary documents and if required by the Banker, the Owners shall



A handwritten signature, possibly reading "B. J.", is written in black ink below the seal.

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join as consenting party to create a charge in favour of Banker for availing such Project Finance. For the avoidance of doubt it is clarified that the Owners shall at all times be obligated to sign and execute all documents required by the Banker for the Developer availing Project Finance. It is further clarified that the Developer shall solely remain liable and responsible for repayment of the amounts so borrowed together with the interest and penal interest accrued due thereon and shall keep the Owners and/or its partners and officers saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.

14. Dealing with Respective Entitlements

- 14.1 **Sale of Said Complex:** The entirety of the Said Complex shall be sold by the Developer. The basic terms and conditions for such sale are (1) the sale price and business plan for sale of the Shared Units of the Said Complex in different blocks and phases shall be mutually decided by the Parties and sale shall be made at the same uniform mutually agreed price which may be mutually revised by the Parties from time to time and which shall be reviewed at least on quarterly basis and (2) all sale realizations accruing from the Shared Units of the Said Complex shall be deposited in a separate escrow account (**Project Escrow Account**) and the Owners' Shared Revenue Entitlement and the Developer's Shared Revenue Entitlement shall be paid to the Owners and the Developer, respectively through the Project Escrow Account. It is clearly understood between the Parties that (1) the dealings of the Developer with regard to sale of the Owners' Units and the Shared Units of the Said Complex shall be binding on the Owners and (2) for the purpose of such sale, the Developer shall use the delegated authority of the Owners as contained in the General Power Of Attorney. Subject to mutual consent, the Owners' Exclusive Revenue Entitlement may be bought back by the Developer towards adjustment of refunds against refundable deposits, if any, deposited by the Developer with the Owners.
- 14.2 **Transfer by Owners:** The Owners, in their capacity as owners of the Said Premises, shall execute Deeds of Conveyance of the land share in the Said Complex in favour of the Transferees. Such conveyances shall be executed by the Developer on behalf of the Owners, on the strength of the General Power Of Attorney.
- 14.3 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.
- 14.4 **Possession to Transferees:** The Project shall be developed in phases and possession of Units to the Transferees shall also be delivered in phases. If at the end of the Project, there are any unsold Shared Units, then the Owners and the Developer shall share the same in the ratio of 46:54 i.e. 46% (forty six percent) of the unsold Shared Units (**Owners' Unsold Units**) shall belong exclusively to the Owners and 54% (fifty four percent) of the unsold Shared Units (**Developer's Unsold Units**) shall belong exclusively to the Developer, and the Developer shall handover the Owners' Unsold Units to the Owners. In regard to the mechanism for sharing/distribution of the unsold Shared Units, it has been agreed between the Parties that (1) upon completion of the Project, the unsold Shared Units of similar category/type shall be distributed between the Owners and the Developer by mutual consent and in the proportion as mentioned in this Clause (2) after the aforesaid distribution, the remaining unsold Shared Units of divergent category/type shall be shared/distributed between the Owners and the Developer



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by mutual consent and in the proportion as mentioned in this Clause, failing which the same shall be distributed by lottery mechanism and (3) the Owners shall be liable to pay Extra Charges to the Developer in respect of the Owners' Unsold Units and the same shall be paid in full prior to the Owners taking possession of the Owners' Unsold Units. It is clarified that upon completion of distribution of the unsold Shared Units as mentioned above, the Developer shall give 15 (fifteen) days' notice to the Owners for taking possession of the Owners' Unsold Units and thereafter the Developer will be free to register the Developer's Unsold Units, irrespective of possession being taken by the Owners of the Owners' Unsold Units.

- 14.5 **Cancellation of Units by Transferees:** If at anytime before the Completion Time and for any reason whatsoever, the booking of any Unit comprised in the Said Complex is cancelled by the Transferee(s) of such Unit (such Unit hereinafter referred to as the **Cancelled Unit**), the Owners and the Developer shall, within 10 (ten) days from the intimation of cancellation, be liable and obligated to refund (through the Developer) to such Transferee all amounts received by them against the Cancelled Unit. Additionally, the Owners and the Developer shall, within the aforesaid 10 (ten) days, also be liable and obligated to refund (through the Developer and in proportion to their entitlements under this Agreement) to such Transferee all interest sums/amounts payable to such Transferee, if any. It is expressly agreed between the Parties that in the event the Owners, through the Developer, fail to refund the aforesaid amounts to the Transferee(s) of the Cancelled Unit within the above-mentioned period of 10 (ten) days, then and in such event the Owners shall be liable to pay the Developer interest @ 18% (eighteen percent) per annum for the period of delay on all amounts due and outstanding and in case such delay extends beyond a period of 3 months, then such rate of interest shall stand increased to 24% (twenty four percent) per annum. It has been further agreed between the Parties that in case any Unit comprised in the Said Complex is cancelled anytime after the Completion Time (such Unit hereinafter referred to as the **Post Completion Time Cancelled Unit**), all refund to the Transferee(s) of the Post Completion Time Cancelled Unit shall be solely made by the Developer (the Owners having no obligation/liability in this regard), and immediately upon such refund being made by the Developer, the Post Completion Time Cancelled Unit(s) shall be exclusively allocated to the Developer and the Owners shall have no manner of right, share and/or claim in the Post Completion Time Cancelled Unit i.e. the Developer shall be entitled to the entirety of the revenue/sale proceeds arising from the Post Completion Time Cancelled Unit.

15. **Municipal Taxes and Outgoings**

- 15.1 **Relating to Period Prior to 23rd November, 2013:** All municipal taxes, land revenue and outgoings (collectively **Rates**) on the Said Premises relating to the period up to 23rd November, 2013, whether as yet demanded or not, shall be borne, paid and discharged by the Owners. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owners and such dues shall be borne and paid by the Owners as and when called upon by any statutory authority.
- 15.2 **Relating to Period After 23rd November, 2013:** All Rates on the Said Premises relating to the period after 23rd November, 2013 shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Possession Date (defined in Clause 16.2 below).

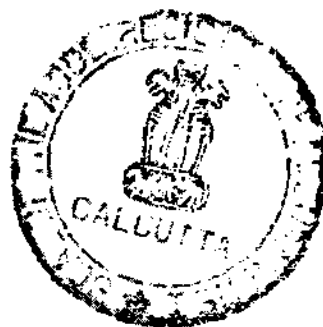


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- 15.3 **Relating to Period After Possession Date:** On and from the Possession Date (defined in Clause 16.2 below), the Transferees shall pay the Rates applicable to their respective Units.
- 16. Maintenance After Possession Date**
- 16.1 **Maintenance:** The Developer shall frame a scheme for the management and administration of the Said Complex including Common Portions thereof.
- 16.2 **Maintenance Charge:** As and from the date possession of various phases of the Said Complex is delivered (**Possession Date**), the concerned Transferees and the Owners and the Developer (in respect of the Owners' Unsold Units and the Developer's Unsold Units) shall become responsible for proportionate payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex (**Maintenance Charge**). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.
- 17. Common Restrictions**
- 17.1 **Applicable to All Units:** All Units of the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.
- 18. Obligations of Developer**
- 18.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Premises within the Completion Time, unless extended in writing.
- 18.2 **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation but shall not include occupancy certificate from the KMC, with regard to which the provisions of Clause 8.4 shall apply.
- 18.3 **Compliance With and No Violation of Laws:** The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.
- 18.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architect, professional bodies and contractors.
- 18.5 **Commencement of Project:** The development of the Said Premises shall commence as per the Specifications, Said Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The Developer shall intimate to the Owners from time to time the progress of the Project.

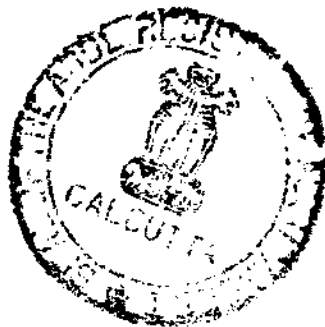


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REGISTRAR
CALCUTTA MUNICIPAL CORPORATION
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- 18.6 **Strict Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits given in this Agreement, without default.
- 18.7 **Construction at Developer's Risk and Cost:** The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Said Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, the KMC and other authorities concerned and to the occupants/Transferees and to the third parties and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owners fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agnts/representatives thereof.
- 18.8 **Tax Liabilities:** All tax liabilities in relation to the development, namely sales tax, value added tax, works contract tax and other dues shall be paid by the Developer. Any tax on income arising out of transfer of the Owners' Entitlement shall be borne by the Owners. Service Tax, if any, shall be borne by the Transferees of the Units. In the event the Owners become liable to pay Service Tax for the Developer constructing the Owners' Units (as mentioned in Clause 11.1 above) and/or become liable in this regard for any other reason whatsoever, the Owners and the Developer shall share such liability in the ratio of 46:54, respectively.
- 18.9 **Permission for Construction:** Subject to the specific responsibilities mentioned in this Agreement, it shall be the responsibility of the Developer to obtain all permissions required from various Government authorities for execution of the Project. The expenses to be incurred for obtaining all such permissions shall be borne by the Developer.
- 18.10 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Owners and any assignment or transfer without such prior written consent shall make the Developer liable for payment of damages and compensation to the Owners.
- 18.11 **Deposits in Project Escrow Account:** The Developer hereby undertakes, agrees and covenants with the Owners to deposit all sale realizations accruing from the Shared Units in the Project Escrow Account.
19. **Obligations of Owners**
- 19.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises.
- 19.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.



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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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- 19.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time provided the same are available with the Owners.
- 19.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 19.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the Said Complex.
- 19.6 **No Dealing with Said Premises:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Premises or any portions thereof save in the manner envisaged by this Agreement.
- 19.7 **Strict Adherence by Owners:** The Owners have assured the Developer that they shall implement the terms and conditions of this Agreement strictly without any violation.
- 19.8 **No Assignment:** The Owners hereby agree and covenant with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Developer and any assignment or transfer without such prior written consent shall make the Owners collectively liable for payment of damages and compensation to the Developer.

20. Indemnity

- 20.1 **By Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third or violation of any permission, rules, regulations or bye-laws or arising out of any construction related accident or otherwise. Save and except any title related actions/claims (which shall be the sole liability of the Owners), the Developer hereby further indemnifies and agrees to keep the Owners saved, harmless and indemnified of, from and against any actions/claims (including actions relating to deficiency in service) made by the Transferees of the Said Complex.
- 20.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of, from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) that the Developer may suffer due to any defect in title of the Owners to the Said Premises and/or any encumbrance or liability whatsoever thereon.

21. Corporate Warranties

- 21.1 **By Developer:** The Developer warrants to the Owners that:
- 21.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.



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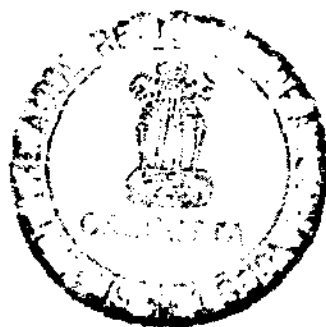
- 21.1.2 **Right, Power and Capacity:** it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 21.1.3 **Permitted by Constitution Documents:** the Constitution Documents permit the Developer to undertake the activities covered by this Agreement.
- 21.1.4 **Authorization:** the Partners of the Developer have authorized the signatory of this Agreement to enter into this Agreement and to execute and deliver the same.
- 21.2 **By Owners:** The Owners warrant to the Developer that:
- 21.2.1 **Proper Incorporation:** they are properly incorporated under the laws of India.
- 21.2.2 **Right, Power and Capacity:** they have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, are not in breach of any obligations or duties owed to any third parties and will not be so as a result of performing their obligations under this Agreement.
- 21.2.3 **Permitted by Partnership Deed:** the Partnership Deed of the respective Owners permit the Owners to undertake the activities covered by this Agreement.
- 21.2.4 **Authorization:** the designated partners of the respective Owners have authorized their signatory to this Agreement to enter into this Agreement and to execute and deliver the same.
- 21.3 **Warranties Independent:** Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

22. Limitation of Liability

- 22.1 **No Indirect Loss:** Notwithstanding anything to the contrary contained herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

23. Miscellaneous

- 23.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same. Messieurs Saha & Ray, Advocates, of 7C, Kiran Shankar Roy Road, Kolkata-700001 shall act as the legal advisors of the Project.
- 23.2 **Essence of Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 23.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement. The Owners shall however pay legal fees and other professional charges for any advice not common to interest of the Parties in the Project.



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- 23.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 23.5 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract on principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 23.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 23.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 23.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Premises or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Premises in terms of this Agreement.

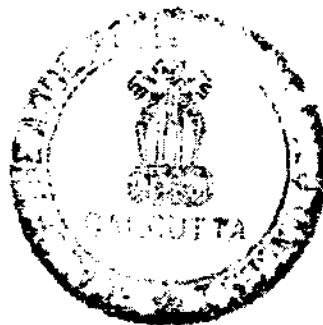
24. Termination

- 24.1 **Circumstances of Termination:** In the event all permissions, consents, clearances, registrations and no objections required for commencement of construction of the Said Complex not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Developer. Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

25. Force Majeure

- 25.1 **Meaning of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) any notice, order of injunction, litigation, attachments, etc. (10) any rule or notification of the Government or any other public authority and (11) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations (collectively **Force Majeure**). However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall immediately inform the other Party in writing.
- 25.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of their/its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of their/its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.



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26. Confidentiality

- 26.1 **Confidential Information:** Confidential information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses of the Parties (including, but not limited to the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which is known/available in the public domain (**Confidential Information**).
- 26.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party (**Disclosing Party**) being made available to the other Party (**Receiving Party**) under this Agreement, the Receiving Party shall at all times:
- 26.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
- 26.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing their/its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.
- 26.2.3 **No Third Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.
- 26.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).
- 26.2.5 **Acting on Instruction of Disclosing Party:** upon written request by the Disclosing Party, promptly deliver to the Disclosing Party all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) or at the direction of the Disclosing Party, destroy the same and to certify compliance to the Disclosing Party in writing.

27. Entire Agreement

- 27.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied but does not impact any correspondence or agreement made contemporaneously or hereafter.

28. Counterparts

- 28.1 **All Originals:** This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and both of which shall constitute one instrument and agreement between the Parties. However, only one copy shall be registered and such copy shall be retained by the Developer and shall be the property of the Developer, with right of creation of mortgage or charge in



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accordance with this Agreement. If the Owners choose, they may, at their own cost, register a second copy of this Agreement.

29. Severance

29.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29.2 **Modification of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

29.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavour to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

30. Reservation of Rights

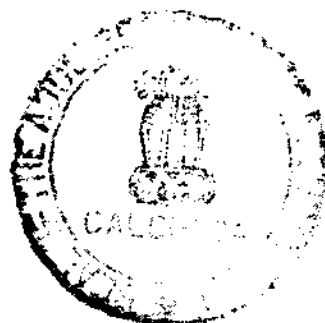
30.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

30.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

30.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

30.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

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STATE OF CALIFORNIA
COUNTY OF [illegible]
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31. Amendment/Modification

- 31.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.
- 31.2 **Subject to RERA:** Notwithstanding anything contained in this Agreement, it is the express understanding between the Parties that all the terms (including but not limited to the commercial terms contained in this Agreement) contained in this Agreement shall always be subject to the Real Estate (Regulation and Development) Act, 2016 (**RERA**). In the event of inconsistency or repugnancy between the terms of this Agreement and the provisions of the RERA, then to the extent of such inconsistency or repugnancy, the provisions of the RERA shall prevail.

32. Notice

- 32.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owners shall address all such notices and other written communications to the Managing Partner of the Developer and the Developer shall address all such notices and other written communications to Mr. Vijay Kumar Goyal, the authorized representative of the Owners.
- 32.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by facsimile transmission, at the time of transmission (if sent during business hours) or at the beginning of business hours next following the time of transmission (if not sent during business hours), in the place to which the facsimile was sent (3) if sent by registered post, on the 4th day of handing over the same to the postal authorities.
- 32.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.
- 32.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

33. Arbitration

- 33.1 **Referral of Disputes to Arbitration:** Any and all disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement whether *inter se* between the Owners or between the Owners and the Developer (collectively **Disputes**), shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.



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ADDITIONAL REGISTRAR
OF MORTGAGE, BELLARY
12 DEC 2016

33.2 **Arbitration Tribunal:** In case of *inter se* Disputes between the Owners, the Arbitration Tribunal shall consist of 1 (one) Arbitrator to be appointed jointly by all the Owners. In case the Disputes are between the Owners of the one part and the Developer of the other part, the Parties irrevocably agree that the Arbitration Tribunal shall consist of 1 (one) Arbitrator to be appointed jointly by the Owners and the Developer, failing which the Arbitration Tribunal shall consist of three Arbitrators, 1 (one) Arbitrator to be appointed jointly by all the Owners, 1 (one) Arbitrator to be appointed by the Developer and the Chairman of the Arbitration Tribunal to be jointly appointed by the said 2 (two) Arbitrators.

33.3 **Conduct of Arbitration Proceedings:** The Parties irrevocably agree that (1) the place of arbitration shall be Kolkata only (2) the language of the arbitration shall be English (3) the Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes (4) the Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law (5) the arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings and (6) the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

34. Jurisdiction

34.1 **Court:** In connection with the aforesaid arbitration proceedings, the District Court of the district in which the Said Premises is situated and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

35. Rules of Interpretation

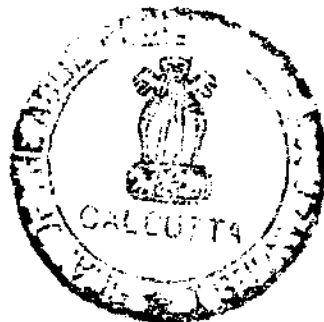
35.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Premises and/or this Agreement.

35.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statute, statutory provision or subordinate legislation shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

35.3 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

35.4 **Gender:** In this Agreement, words denoting any gender including all other genders.

35.5 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.



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OF ASSURANCES-I, KOLKATA
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- 35.6 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 35.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceeding those terms.
- 35.8 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 35.9 **Definitions:** In this Agreement, the words put in brackets and in bold print define the word, phrase and expression immediately preceeding.

1st Schedule (Said Premises)

Land measuring 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.3 (twenty six thousand seventy point three) square meter, more or less **together with** structures erected thereon, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 37 of the Kolkata Municipal Corporation, Sub-Registration District Sealdah, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Government Surplus *Khasmahal* Land
- On the East** : By Premises No. 3, 15, 16, 17, Pagladanga Road and Premises No. 34, Canal South Road
- On the South** : By KMC Land
- On the West** : By KMC Road

2nd Schedule (Devolution Of Title)

1. **Ownership of Mother Premises:** Manick Lal Seal was the recorded owner of land measuring 35 (thirty five) *bigha* 4 (four) *cottah* and 10 (ten) *chittack*, lying and comprised in Municipal Premises No. 33, Canal South Road, Holding No.30, Division No. IV, Sub-Registration Office Sealdah, Police Station Beliaghata (**Mother Premises**).
2. **Manick's Will:** Manick Lal Seal, a Hindu governed by the *Dayabhaga* School of Hindu Law, died on 12th September, 1907, after having made and published his last Will and Testament (**Manick's Will**) dated 7th June, 1907, whereunder he bequeathed all his property unto his only son, Manohar Lal Seal and also appointed the Official Trustee of Bengal as the sole Executor of the Will and the Hon'ble High Court at Calcutta granted probate of Manick's Will on 18th November, 1907.
3. **Ownership of Manohar Lal Seal:** By a Deed of Indenture dated 12th September, 1934, registered in the Office of the Registrar of Assurances, Calcutta, in Book No. 1, Volume No. 87, at Pages 166 to 186, being Deed No. 3309 for the



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year 1934, the Official Trustee of Bengal transferred the entirety of the Mother Premises to Manohar Lal Seal.

4. **Manohar's Will:** Manohar Lal Seal, a Hindu governed by the *Dayabhaga* School of Hindu Law, died on 16th March, 1963, after having made and published his last Will and Testament (**Manohar's Will**) dated 23rd February, 1932, whereunder he bequeathed all his property unto his 3 (three) sons, namely, Mohan Lal Seal, Manoj Seal and Mohit Lal Seal (collectively **Legal Heirs Of Manohar**), upon attaining their majority.
5. **Application for Letter of Administration:** On attainment of majority, the Legal Heirs Of Manohar applied for the Letter of Administration based on Manohar's Will before the Hon'ble High Court at Calcutta.
6. **Grant of Probate:** By an Order dated 14th June, 1965, the Hon'ble High Court at Calcutta granted the Letter of Administration to the Legal Heirs Of Manohar in Testamentary Suit No.99 of 1964.
7. **Partition Suit:** By a decree dated 24th December, 1973, in the matter of Partition Suit No. 564 of 1965, the Hon'ble High Court at Calcutta divided *inter alia* the other properties i.e. properties under the *zomindari* of Manick Lal Seal, whereas the Mother Premises remained undivided and the Legal Heirs of Manohar, each became the owner of undivided 1/3rd (one third) share of the Mother Premises.
8. **Application of Said Act on Mother Premises:** The Legal Heirs of Manohar, as the joint owners of the Mother Premises, held excess vacant land, more than the limit permissible under the Urban Land (Ceiling & Regulation) Act, 1976 (**Said Act**).
9. **Said Excess Land:** By 3 (three) separate notifications in the Extra Ordinary Gazette, all dated 10th August, 2000, the Competent Authority held that the Legal Heirs of Manohar were the owners of excess land measuring 6 (six) *bigha* 6 (six) *cottah* and 1.45 (one point four five) *chittack* (**Said Excess Land**) and as per the Said Act, the Said Excess Land was vested with the State Government of West Bengal.
10. **Ownership of Larger Premises:** Subsequent to the aforesaid vesting of the Said Excess Land, the Legal Heirs Of Manohar remained the joint and absolute owners of the balance portion (which is the Mother Premises less the Said Excess Land) of the Mother Premises i.e. land measuring 28 (twenty eight) *bigha* 18 (eighteen) *cottah* and 0.79 (zero point seven nine) *chittack* (**Larger Premises**), each having undivided 1/3rd (one third) share therein.
11. **Purchase by Paks Trade Centre Private Limited (presently known as Paks Trade Centre LLP, Owner No.3.1 hereinabove):** By a Deed of Sale dated 28th February, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2628 to 2645, being Deed No. 05108 for the year 2010, Mohan Lal Seal sold, conveyed and transferred his entire undivided 1/3rd (one third) share in the Larger Premises to Paks Trade Centre Private Limited.
12. **Purchase by Vardhaaman Gears Private Limited (presently known as Vardhaaman Gears LLP, Owner No.3.4 hereinabove):** By a Deed of Sale dated 28th September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2605 to 2627,



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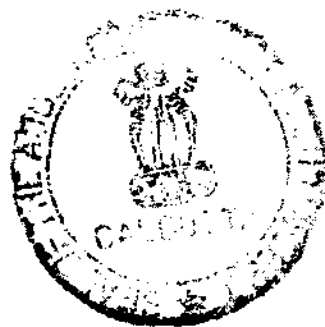
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being Deed No. 05107 for the year 2010, Manoj Lal Seal sold, conveyed and transferred his 1/6th (one sixth) share in the Larger Premises, out of his undivided 1/3rd (one third) share in the Larger Premises to Vardhaaman Gears Private Limited.

13. **Purchase by Harmony Merchants Private Limited (presently known as Harmony Merchants LLP, Owner No.3.3 hereinabove):** By a Deed of Sale dated 28th September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05109 for the year 2010, Manoj Lal Seal sold, conveyed and transferred his 1/6th (one sixth) in the Larger Premises, out of his undivided 1/3rd (one third) share in the Larger Premises to Harmony Merchants Private Limited.
14. **Purchase by Nishant Fiscal Services Private Limited (presently known as Springcity Buildcon LLP, Owner No.3.2 hereinabove):** By a registered Deed of Sale dated 9th March, 2006, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, CD Volume No. 2, at Pages 5433 to 5463, being Deed No. 00712 for the year 2010, Mohit Lal Seal sold, conveyed and transferred his entire undivided 1/3rd (one third) share in the Larger Premises to Nishant Fiscal Private Limited.
15. **Ownership of Larger Premises:** In the abovementioned circumstances, (1) Paks Trade Centre Private Limited (2) Nishant Fiscal Services Private Limited (3) Harmony Merchants Private Limited and (4) Vardhaman Gears Private Limited (collectively **Owner Companies**) jointly become the absolute owners of the Larger Premises, having the following shares (**Said Shares**) therein:

Sl	Owner	Share
1.	Paks Trade Centre Private Limited	1/3 rd (one third)
2.	Nishant Fiscal Services Private Limited	1/3 rd (one third)
3.	Harmony Merchants Private Limited	1/6 th (one sixth)
4.	Vardhaman Gears Private Limited	1/6 th (one sixth)

16. **Gift of Said Plot:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by a Deed of Gift dated 20th July, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2015, Pages from 41090 to 41108, being Deed No. 190106121 for the year 2015 (**First Gift Deed**), gifted in favour of the KMC, land measuring 2 (two) *bigha* 10 (ten) *cottah* 15 (fifteen) *chittack* and 42 (forty two) square feet, more or less (**Said Plot**), the Said Plot being a divided and demarcated portion of the Larger Premises.
17. **Gift of Said Strip:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by a separate Deed of Gift dated 20th July, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2015, Pages from 41109 to 41127, being Deed No. 190106122 for the year 2015 (**Second Gift Deed**), gifted in favour of the KMC, land measuring 20 (twenty) *cottah* 7 (seven) *chittack* and 31 (thirty one) square feet, more or less (**Said Strip**), the Said Strip being a divided and demarcated portion of the Larger Premises.
18. **Ownership of Balance Premises:** Subsequent to the First Gift Deed and the Second Gift Deed, the Owner Companies remained the joint and absolute owners



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of the balance portion (which is the Larger Premises less the Said Plot and the Said Strip) of the Larger Premises i.e. land measuring 25 (twenty five) *bigha* 6 (six) *cottah* 9 (nine) *chittack* and 5 (five) square feet equivalent to 33884.284 (thirty three thousand eight hundred and eighty four point two eight four) square meter, more or less (**Balance Premises**), each of the Owner Companies having the Said Shares in the Balance Premises.

20. **Application for Separation and Renumbering of Balance Premises:** The Owner Companies, vide their application for separation and renumbering dated 25th June, 2015, requested the KMC to separate from and out of the Balance Premises, land measuring 2 (two) *bigha* 5 (five) *cottah*, more or less (presently being Municipal Premises No. 33A/3, Canal South Road, Kolkata-700015 (**Premises No. 33A/3**)) and also requested the KMC to renumber (after the aforesaid separation) the remaining portion of the Balance Premises i.e. land measuring 23 (twenty three) *bigha* 1 (one) *cottah* 9 (nine) *chittack* and 5 (five) square feet, equivalent to 30874.25 (thirty thousand eight hundred and seventy four point two five) square meter, more or less as a single Municipal Holding Number. In pursuance to the aforesaid application made by the Owner Companies, the KMC separated the Premises No. 33A/3 from the Balance Premises and further renumbered the remaining portion of the Balance Premises as Municipal Premises No. 33A, Canal South Road, Kolkata-700015 (**Renumbered Premises**).
21. **Gift of Said Passage:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by another separate Deed of Gift dated 21st July, 2016, registered in the Office of the Additional Registrar of Assurances-1, Kolkata, in Book No. I, Volume No. 1901-2016, Pages from 183911 to 183932, being Deed No. 190105531 for the year 2016 (**Third Gift Deed**), gifted in favour of the KMC, land measuring 16 (sixteen) *cottah* 14 (fourteen) *chittack* and 18 (eighteen) square feet equivalent to 1130.50 (one thousand one hundred and thirty point fifty) square meter, more or less (**Said Passage**), the Said Passage being a divided and demarcated portion of the Renumbered Premises.
22. **Creation of Said Premises:** Subsequent to execution of the Third Gift Deed, the Owner Companies remained the joint and absolute owners of the balance portion (which is the Renumbered Premises less the Said Passage) of the Renumbered Premises, being land measuring 22 (twenty two) *bigha* 2 (two) *cottah* 10 (ten) *chittack* and 32 (thirty two) square feet, equivalent to 29743.75 (twenty nine thousand seven hundred and forty three point seven five) square meter, more or less (but upon physical measurement found to be 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet, equivalent to 26070.30 (twenty six thousand and seventy point three zero) square meter, more or less), such balance portion of the Renumbered Premises being the Said Premises as defined in Clause 4.1 above.
23. **Conversion of Owner Companies:** Vide 4 (four) separate Certificate Of Registration On Conversion all dated 2nd July, 2016, the Owner Companies were converted into the Owner Limited Liability Partnerships under the provisions of Section 58 (1) of the Limited Liability Partnership Act, 2008 in the name and style of the Owner Nos. 3.1 to 3.4.
24. **Absolute Ownership of Said Premises:** In the aforesaid circumstances, the Owners have jointly become the absolute owners of the Said Premises, each of the Owners having the Said Shares therein.



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3rd Schedule
(Profit and Loss Sharing Ratio and Designated Partners of Owners)

Paks Trade Centre LLP (Owner No.3.1)

Profit and Loss Sharing Ratio

Partner's Name	Address	PAN	Profit & Loss Ratio
VIJAY KUMAR GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	AAOPG5561C	16.01
SNEH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	AAOPG5559J	16.01
SHREYASH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	BKSPG3553K	16.00
JAGDAMBA COMMOTRADE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCJ9400H	0.20
QUALITY VANIJYA PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACQ1692F	0.13
DEEPA HOLDING PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9589N	2.98
MARYN INDUSTRIES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AACCM0948G	8.48
DHANTERASH TRACON PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9720D	6.19



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SPRING CITY ESTATES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AALCS5395Q	19.21
RAJ KAVIRA MERCANTILE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCR4663E	10.68
BRG IRON & STEEL INDUSTRIES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCP5207E	4.11

List of Designated Partners

Name of Designated Partner	DIN	Address	Date of Appointment
MR. VIJAY KUMAR GOYAL	00324981	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016
MS. SNEH GOYAL	00325314	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016

Springcity Buildcon LLP (Owner No.3.2)

Profit and Loss Sharing Ratio

Partner's Name	Address	PAN	Profit & Loss Ratio
VIJAY KUMAR GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	AAOPG5561C	16.01
SNEH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	AAOPG5559J	16.01
SHREYASH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh	BKSPG3553K	16.00



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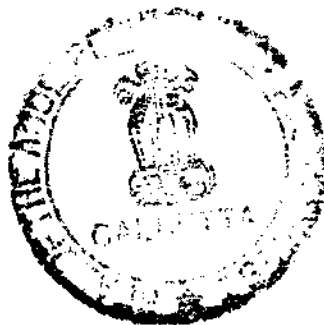
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KOLKATA MUNICIPAL CORPORATION
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	Road, Alipore, Kolkata - 700027		
JAGDAMBA COMMOTRADE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCJ9400H	10.11
QUALITY VANJIYA PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACQ1692F	3.82
DEEPA HOLDING PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9589N	11.18
DHANTERASH TRACON PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9720D	7.72
SPRING CITY ESTATES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AALCS5395Q	0.65
RAJ KAVIRA MERCANTILE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCR4663E	18.51

List of Designated Partners

Name of Designated Partner	DIN	Address	Date of Appointment
MR. VIJAY KUMAR GOYAL	00324981	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016
MS. SNEH GOYAL	00325314	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016

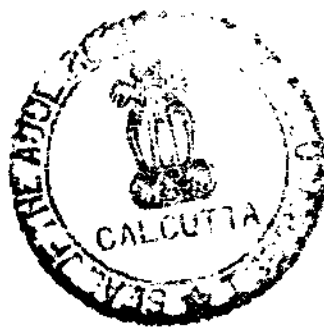


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OF ASSURANCES-I, KOLKATA
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Harmony Merchants LLP (Owner No.3.3)**Profit and Loss Sharing Ratio**

Partner's Name	Address	PAN	Profit & Loss Ratio
VIJAY KUMAR GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	AAOPG5561C	16.02
SNEH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	AAOPG5559J	16.02
SHREYASH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	BKSPG3553K	16.00
JAGDAMBA COMMOTRADE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCJ9400H	5.65
QUALITY VANJIYA PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACQ1692F	8.88
DEEPA HOLDING PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9589N	11.56
DHANTERASH TRACON PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9720D	7.92
BRG IRON & STEEL INDUSTRIES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCP5207E	1.32
SPRING CITY ESTATES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AALCS5395Q	0.12
RAJ KAVIRA MERCANTILE	8 th Floor, Shantiniketan	AABCR4663E	16.50



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PRIVATE
LIMITED

Building, 8,
Camac Street,
Kolkata-700017

List of Designated Partners

Name of Designated Partner	DIN	Address	Date of Appointment
MR. VIJAY KUMAR GOYAL	00324981	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016
MS. SNEH GOYAL	00325314	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016

Vardhaman Gears LLP (Owner No.3,4)

Profit and Loss Sharing Ratio

Partner's Name	Address	PAN	Profit & Loss Ratio
VIJAY KUMAR GOYAL	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	AAOPG5561C	16.01
SNEH GOYAL	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	AAOPG5559J	16.01
SHREYASH GOYAL	Ambika Garden, Flat 2AB, 23 Raja Santosh Road, Alipore, Kolkata - 700027	BKSPG3553K	16.93
JAGDAMBA COMMOTRADE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCJ9400H	0.93
QUALITY VANJIYA PRIVATE	8 th Floor, Shantiniketan Building, 8,	AAACQ1692F	0.99



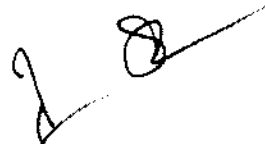
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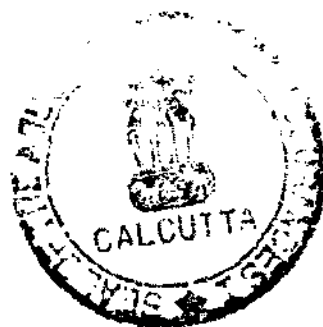
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LIMITED	Camac Street, Kolkata-700017		
DEEPA HOLDING PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9589N	2.69
DHANTERASH TRACON PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AAACD9720D	2.04
BRG IRON & STEEL INDUSTRIES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCP5207E	18.03
SPRING CITY ESTATES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AALCS5395Q	0.16
DRIVE ENGINEERING PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AACCD1652J	0.09
HARMONY PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AACCH0371G	0.38
MARYN INDUSTRIES PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AACCM0948G	0.21
RAJ KAVIRA MERCANTILE PRIVATE LIMITED	8 th Floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017	AABCR4663E	25.52

List of Designated Partners

Name of Designated Partner	DIN	Address	Date of Appointment
MR. VIJAY KUMAR GOYAL	00324981	Flat No.2AB, Ambika Garden, 23, Raja Santosh Road, Alipore, Kolkata-700027	22nd July, 2016
MS. SNEH GOYAL	00325314	Flat No.2AB, Ambika	22nd July, 2016





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Garden, 23, Raja
Santosh Road,
Alipore, Kolkata-
700027

**4th Schedule
(Specifications)**

Structure

Earthquake resistance RCC framed structure with monolithic concrete.

Internal Walls

RCC wall/Brick wall/Block wall

Doors

Doors with tough timber frames and solid-core flush shutters

Windows

Anodized powder coated Aluminium frames with fully glazed shutters and quality fittings

Flooring

- a) Laminated wooden flooring in Master bed room
- b) Vitrified tile flooring in all other Bedrooms, Living/Dining Room, Balrany.

Floor

- Anti-Skid Ceramic tiles

Counter Tops

- Granite with steel sink

Dados

- Ceramic tiles up to Ceiling level.

Toilet

Floor - Marble/Granite/Vitrified/Ceramic Tiles

Imported Marbel

Dados

Ceramic tiles upto Ceiling level.

Basin Counter : Imported Marbel

Sanitaryware

White, high quality porcelain fittings. Chromium-plated fittings.

Electricals

Superior quality concealed copper wiring with the latest modular switches.

Telephone Wiring

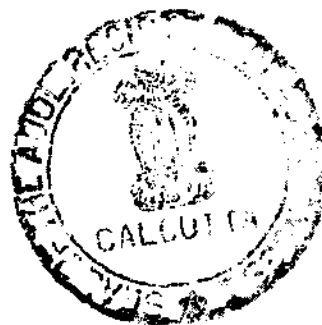
Central distribution console, networked with all Flats.

Elevators

Rapid elevators of Kone/Otis/Mitsubishi or equivalent

Exterior

weatherproof exterior finish of high quality



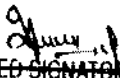
3

12 DEC 2016

37. Execution and Delivery

37.1 **In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

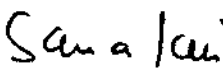
PAKS TRADE CENTRE LLP
SPRINGCITY BUILDCON LLP
HARMONY MERCHANTS LLP
VARDHAMAN GEARS LLP


AUTHORISED SIGNATORY / PARTNER

Designated Partner

[Owners]

SIDDHA INFRADEV LLP

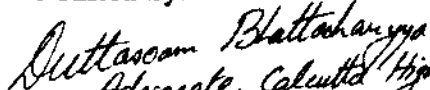


Designated Partner

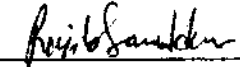
Designated Partner

[Developer]

Drafted by:


Advocate, Calcutta High Court
F/1114/773/2012

Witnesses:

Signature 

Name RAJIB SAMADDAR

Father's Name D. N. SAMADDAR

Address 99A Park Street.

Kolkata - 700016.

Signature 

Name NITIN KANDOI

Father's Name VED PRAKASH KANDOI

Address 8, CAMAC STREET,

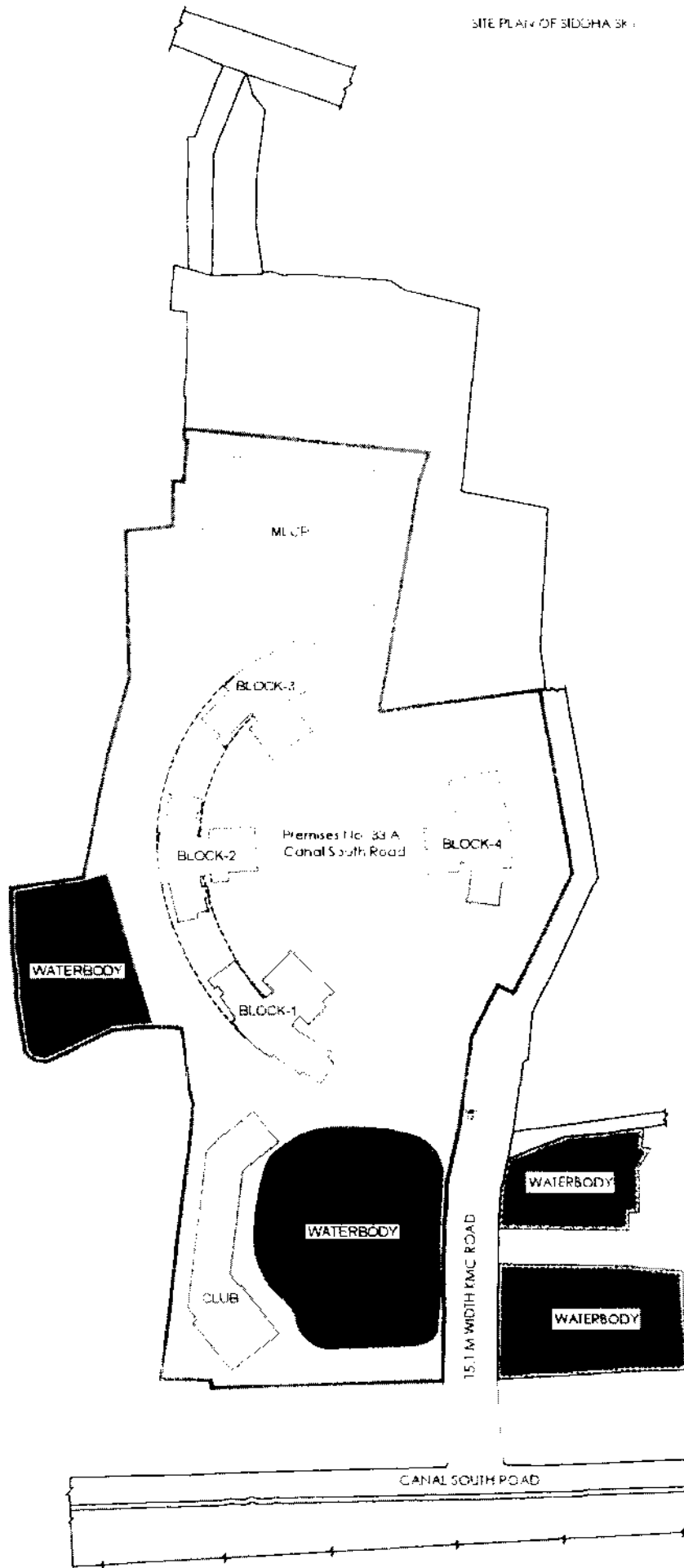
SHANTINIKETAN BLDG, 8TH FLOOR Room No 5

Kolkata - 1A.



3

12 DEC 2016



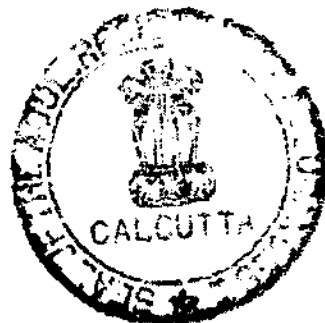
PAKS TRADE CENTRE LLP
SPRINGCITY BUILDCON LLP
HARMONY MERCHANTS LLP
VARDHAMAN GEARS LLP

[Signature]
AUTHORISED SIGNATORY / PARTNER
DESIGNATED

SIDDHA INFRADEV LLP

[Signature]
Designated Partner

ADJACENT PREMISES



2
ADDITIONAL REGISTRAR
OF ASSURANCE
12 DEC 2016

SPECIMEN FORM TEN FINGER PRINTS

SI
No. Signature of the
executants and/or
purchaser
Presentants



Little



Ring



Middle
(Left Hand)



Fore

Thumb

Samuel A.



Thumb



Fore



Middle
(Right Hand)



Ring



Little



Little



Ring



Middle
(Left Hand)



Fore



Thumb

Samuel A.



Thumb



Fore



Middle
(Right Hand)



Ring

Little

Little

Ring

Middle
(Left Hand)

Fore

Thumb

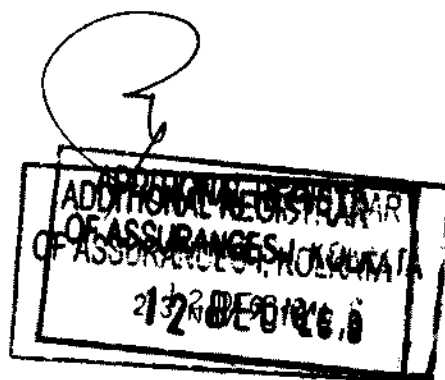
Thumb

Fore

Middle
(Right Hand)

Ring

Little



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

GRN: 19-201617-003481956-1

Payment Mode Online Payment

GRN Date: 10/12/2016 12:49:25

Bank : State Bank of India

BRN : CKB1294316

BRN Date: 10/12/2016 12:52:06

DEPOSITOR'S DETAILS

Id No. : 19010001597390/1/2016

[Query No /Query Year]

Name : DUTTASOAM BHATTACHARYYA

Contact No. :

Mobile No. : +91 9477929790

E-mail :

Address : ROOM NO.5AB, 7C.K.S.ROY ROAD, KOLKATA-700001.

Applicant Name : Org Saha And Ray

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010001597390/1/2016	Property Registration- Registration Fees	0030-03-104-001-16	101
2	19010001597390/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	75020
Total				75121
In Words : Rupees Seventy Five Thousand One Hundred Twenty One only				



भारत सरकार
GOVERNMENT OF INDIA



স্বপ্না কর
Swapna Kar
পিতা : রবীন্দ্র নাথ কর
Father : RABINDRA NATH KAR
জন্ম তারিখ : Year of Birth : 1969
পুরুষ / Male



8205 5126 5513

সাধারণ মানুষের অধিকার

Swapna Kar

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৯৬/১, রাজদাঙ্গা স্কুল রোড,
ই.কে.টি.পি, ই.কে.টি.এস.ও.,
(কলকাতা), পশ্চিমবঙ্গ, ৭০০১০৭

Address
96/1, RAJ DANGA SCHOOL
ROAD, E K T P, E K T S O,
E.k.t. Kolkata, West Bengal,
700107



১৪৪
১৮০০ ৬৬ ১১১১



info@uidai.gov.in



www.uidai.gov.in



UIDAI ভাষা ১৪৪ ১৮০০
১৮০০ ৬৬ ১১১১

Major Information of the Deed

Deed No :	I-1901-08608/2016	Date of Registration	12/12/2016 2:04:46 PM
Query No / Year	1901-0001597390/2016	Office where deed is registered	
Query Date	10/12/2016 9:16:32 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Saha And Ray 7C, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9477929790, 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. 109,13,02,698/-		
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: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chingri Ghata Canal South Road, Road Zone : (Rail Line -- E. M. Bye Pass) , Premises No. 33A

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			Bastu		19 Bigha 9 Katha 12 Chatak 0.71 Sq Ft		109,13,02,698/-	Property is on Road
Grand Total :					643.0891Dac	0 /-	10913,02,698 /-	

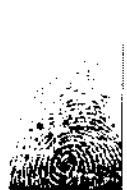
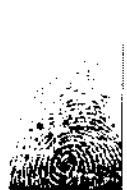
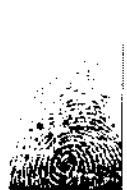
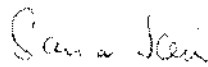
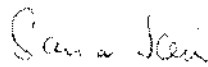
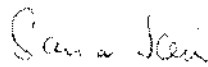
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Paks Trade Centre LLP Room No.5, 8th Floor, Shantiniketan Building, 8, C, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AASFP8849E, Status :Organization, Executed by: Representative
2	Springcity Buildcon LLP Room No.5, 8th Floor, Shantiniketan Building, 8 Ca, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. ADCFS7083G, Status :Organization, Executed by: Representative
3	Harmony Merchants LLP Room No.5, 8th Floor, Shantiniketan Building, 8, C, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AAJFH5883R, Status :Organization, Executed by: Representative
4	Vardhaman Gears LLP Room No.5, 8th Floor, Shantiniketan Building, 8, C, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AAOFV0487C, Status :Organization, Executed by: Representative

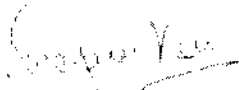
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Siddha Infradev LLP 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India. PIN - 700016 PAN No. ACIFS4407P, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"><thead><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr></thead><tbody><tr><td>Mr Vijay Kumar Goyal Son of Late Babu Ram Goyal Date of Execution - 15/09/2016, , Admitted by: Self, Date of Admission: Dec 12 2016 , Place of Admission of Execution: Office</td><td> Dec 12 2016 2:10PM</td><td> LTI Dec 12 2016 2:16PM</td><td> Dec 12 2016 2:10PM</td></tr></tbody></table>	Name	Photo	Finger Print	Signature	Mr Vijay Kumar Goyal Son of Late Babu Ram Goyal Date of Execution - 15/09/2016, , Admitted by: Self, Date of Admission: Dec 12 2016 , Place of Admission of Execution: Office	 Dec 12 2016 2:10PM	 LTI Dec 12 2016 2:16PM	 Dec 12 2016 2:10PM	Room No.5, 8th Floor, Shantiniketan Building, 8, Camac Street, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAOPG5561C, Status : Representative, Representative of : Paks Trade Centre LLP (as Designated Partner), Springcity Buildcon LLP (as Designated Partner), Harmony Merchants LLP (as Designated Partner), Vardhaman Gears LLP (as Designated Partner)		
Name	Photo	Finger Print	Signature									
Mr Vijay Kumar Goyal Son of Late Babu Ram Goyal Date of Execution - 15/09/2016, , Admitted by: Self, Date of Admission: Dec 12 2016 , Place of Admission of Execution: Office	 Dec 12 2016 2:10PM	 LTI Dec 12 2016 2:16PM	 Dec 12 2016 2:10PM									
2	<table border="1"><thead><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr></thead><tbody><tr><td>Mr Sanjay Jain Son of Late Amarchand Paharia Date of Execution - 15/09/2016, , Admitted by: Self, Date of Admission: Dec 12 2016 , Place of Admission of Execution: Office</td><td> Dec 12 2016 2:06PM</td><td> LTI Dec 12 2016 2:00PM</td><td> Dec 12 2016 2:08PM</td></tr></tbody></table>	Name	Photo	Finger Print	Signature	Mr Sanjay Jain Son of Late Amarchand Paharia Date of Execution - 15/09/2016, , Admitted by: Self, Date of Admission: Dec 12 2016 , Place of Admission of Execution: Office	 Dec 12 2016 2:06PM	 LTI Dec 12 2016 2:00PM	 Dec 12 2016 2:08PM	99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016, Sex: Male, By Caste: Jain, Occupation: Service, Citizen of: India, PAN No. ACKPJ7811L, Status : Representative, Representative of : Siddha Infradev LLP (as Designated Partner)		
Name	Photo	Finger Print	Signature									
Mr Sanjay Jain Son of Late Amarchand Paharia Date of Execution - 15/09/2016, , Admitted by: Self, Date of Admission: Dec 12 2016 , Place of Admission of Execution: Office	 Dec 12 2016 2:06PM	 LTI Dec 12 2016 2:00PM	 Dec 12 2016 2:08PM									

Identifier Details :

Name & address
Mr Swapan Kar Son of Mr R N Kar 96/1, Rajdanga School Road, P.O:- EKTP, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Vijay Kumar Goyal, Mr Sanjay Jain

12/12/2016

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Paks Trade Centre LLP	Siddha Infradev LLP-160.772 Dec
2	Springcity Buildcon LLP	Siddha Infradev LLP-160.772 Dec
3	Harmony Merchants LLP	Siddha Infradev LLP-160.772 Dec
4	Vardhaman Gears LLP	Siddha Infradev LLP-160.772 Dec

Endorsement For Deed Number : I - 190108608 / 2016

On 12-12-2016

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 13:51 hrs on 12-12-2016, at the Office of the A.R.A. - I KOLKATA by Mr Sanjay Jain ..

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 109,13,02,698/-

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

Execution is admitted on 12-12-2016 by Mr Vijay Kumar Goyal, Designated Partner, Paks Trade Centre LLP, Room No.5, 8th Floor, Shantiniketan Building, 8, C, P.O:- Shakespeare Sarani, P.S:- Shakespaara Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017; Designated Partner, Springcity Buildcon LLP, Room No.5, 8th Floor, Shantiniketan Building, 8 Ca, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; Designated Partner, Harmony Merchants LLP, Room No.5, 8th Floor, Shantiniketan Building, 8, C, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; Designated Partner, Vardhaman Gears LLP, Room No.5, 8th Floor, Shantiniketan Building, 8, C, P.D:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr Swapan Kar, ., Son of Mr R N Kar, 96/1, Rajdanga School Road, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Service

Execution is admitted on 12-12-2016 by Mr Sanjay Jain, Designated Partner, Siddha Infradev LLP, 99A, Park Street, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016

Indetified by Mr Swapan Kar, ., Son of Mr R N Kar, 96/1, Rajdanga School Road, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, 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 10/12/2016 12:52PM with Govt. Ref. No: 192016170034819561 on 10-12-2016, Amount Rs: 101/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKB1294316 on 10-12-2016, Head of Account 0030-03-104-001-16

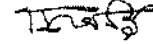
Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 181991, Amount: Rs.100/-, Date of Purchase: 31/03/2016, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2016 12:52PM with Govt. Ref. No: 192016170034819561 on 10-12-2016, Amount Rs: 75,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKB1294316 on 10-12-2016, Head of Account 0030-02-103-003-02



Sujan Kumar Maity
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 279202 to 279248
being No 190108608 for the year 2016.



Digitally signed by SUJAN KUMAR
MAITY
Date: 2016.12.12 16:24:37 +05:30
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 12/12/2016 16:24:36
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)

Dated this 15th day of September, 2016

Between

Paks Trade Centre LLP. & Ors.
... Owners

And

Siddha Infradev LLP
... Developer

DEVELOPMENT AGREEMENT

Premises No.33A, Canal South Road
Police Station Tangra
Kolkata-700015

Saha & Ray
Advocates
3A/1, 3rd Floor
Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata-700001