

11256/2014

11464/2014



27/09/14
2-20
21/10/14
Addl. Registrar of Assurances
Kolkata



Mr. 506207014
81AA 11

Certified that the Document is a valid
Registration. The Stamp and the
endorsement sheet attached to it are the part of this Document.

Additional Registrar
of Assurances, Kolkata

4.9.14

DEVELOPMENT AGREEMENT

1. Date: 8th September, 2014
 2. Place: Kolkata
 3. Parties
 - 3.1 **James Glendye & Company Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB1949PTC017800), having its registered office at 6, Jawaharlal Nehru Road, Kolkata-700013, Police Station New Market (PAN AAACJ8531E), represented by its authorized Director, Mr. Dileep Singh Mehta, son of Late Jai Singh Mehta, of Mansarovar, 3B Camac Street, Police Station Shakespeare Sarani, Kolkata-700016 (DIN 00007128) authorized vide Board Resolution dated 20th June, 2014
- (Lessee, includes successors-in-interest)

[Signature]

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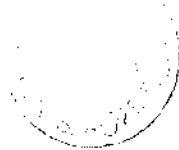
7-11-79

SL. NO. 20631 DATE

NAME

ADD.

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Sana Lai



c-6876

Sana Lai



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Chhet
MOUSUMI GHOSH
CHIEF EXECUTIVE
20/11/79

FOR JAMES GLENDY & CO. PVT. LTD.

James Glendy

Director / Authorised Signatory

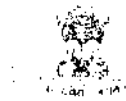


Tanmay Talwar

Advocate, High Court

Calcutta

ADDITIONAL
OF
10 SEP 2014



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

Endorsement For Deed Number : I - 11464 of 2014
(Serial No. 11256 of 2014 and Query No. 1902L000027309 of 2014)

On 10/09/2014

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

Presented for registration at 14.20 hrs on 10/09/2014, at the Private residence by Mr. Sanjay Jain
Claimant.

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

Execution is admitted on 10/09/2014 by

1. Mr Dilip Singh Mehta
Director, James Glendye & Company Pvt Ltd, 6, Jawaharlal Nehru Road, Kol. Thana.-New Market,
District:-Kolkata, WEST BENGAL, India, Pin :-700013,
, By Profession : Others
2. Mr Sanjay Jain
Director, Siddha Real Estate Development Pvt Ltd, Siddha Park, 99 A, Park Street, Kol. Thana -Park
Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016
, By Profession : Business

Identified By Tanmay Jalan, son of - , High Court, Kol. District:-Kolkata, WEST BENGAL, India. By
Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 11/09/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A.
Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 275010/- is paid , by the draft number 218612, Draft Date 09/09/2014, Bank Name State Bank of
India, DALHOUSIE SQUARE, received on 11/09/2014

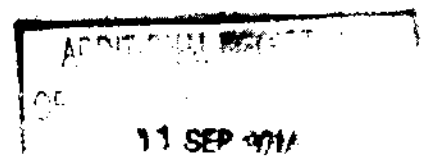
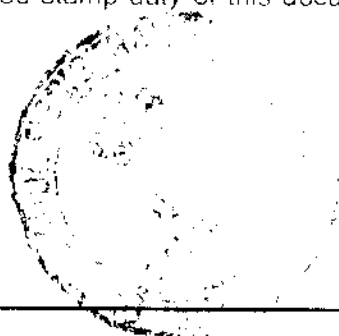
(Under Article : B = 274989/- , E = 21/- on 11/09/2014)

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.-50,62,07,014/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as
Impressive Rs.- 10/-

Deficit stamp duty



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

11/09/2014 13:16:00

EndorsementPage 1 of 2

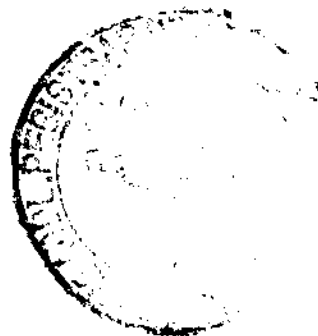


Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 11464 of 2014
(Serial No. 11256 of 2014 and Query No. 1902L000027309 of 2014)

Deficit stamp duty Rs. 75021/- is paid by the draft number 218611, Draft Date 09/09/2014 Bank State Bank of India, DALHOUSIE SQUARE, received on 11/09/2014

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II




REGISTRAR
KOLKATA
11 SEP 2014

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 2 of 2

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And

- 4.2 **Siddha Real Estate Development Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U45400WB2006PTC107215), having its registered office at: Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street PAN AAJCS6830L, represented by its Director, Mr. Sanjay Jain, son of Late Anand Chand Paharia, of Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (DIN 00038875) authorized vide Board Resolution dated 19th May, 2014

(Developer, includes successors-in-interest).

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

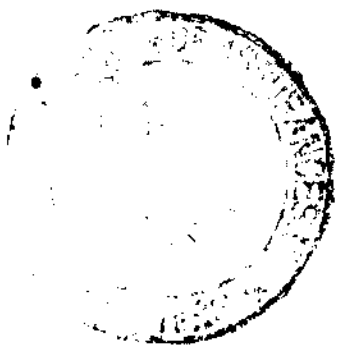
NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES as follows:

4. Subject Matter of Agreement

- 4.1 **Development and Commercial Exploitation of Said Property:** Terms and conditions agreed between the Lessee and the Developer with regard to development and commercial exploitation of land measuring 53 (fifty three) *catlak* 11 (eleven) *chittak* and 23 (twenty three) square feet equivalent to 3593.274 (three thousand five hundred ninety three point two seven four) square meter, more or less, situate, lying at and being Municipal Premises No.6, Jawaharlal Nehru Road (formerly Chowringhee Road), Kolkata-700013, Police Station New Market (formerly Taltala), within Ward No. 46 of the Kolkata Municipal Corporation (KMC), Sub-Registration District Kolkata, District Kolkata, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and more fully described in the **1st Schedule** below (**Said Property**).

5. Representations, Warranties and Background

- 5.1 **Lessee's Representations:** The Lessee has represented and warranted to the Developer as follows:
- 5.1.1 **Absolute Entitlement to Said Property:** The Said Property is held by the Lessee under a Deed of Lease dated 21st December, 2000, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. 37, at Pages 310 to 339, being Deed No. 1226 for the year 2001 as modified and extended by a Deed of Modification cum Rectification of Lease dated 28th May, 2010, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, CD Volume No. 19, Page from 2071 to 2140, being Deed No. 06479 for the year 2010 (collectively **Said Deeds**) for a period of 98 (ninety eight) years calculated from 1st January, 2001 with right of renewal as mentioned therein and with full rights of demolition, development and sub-lease and thus it is as such seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property. The delineation of the Said Property as shown in **Plan A** annexed hereto is accurate and correct and sanction for construction of the New Building (defined in Clause 5.1.2 below) thereat has been obtained from KMC as per such Plan A. The said Plan A annexed hereto is and shall always be treated as a part of this Agreement.



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- 5.1.2 **Said Building Plan of New Building:** The Lessee has obtained a sanction plan from the KMC bearing Building Permit No. 2013060037 dated 12.08.2013 (**Said Building Plan**) for construction of a new basement + ground + 18 storied commercial building **together with** car parking spaces and specified areas, amenities and facilities to be enjoyed in common collectively **New Building** on the Said Property and the Said Building Plan is valid and subsisting. It is clarified that the expression Said Building Plan 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 8.2 below.
- 5.1.3 **Demolition of Existing Buildings:** The Lessee has given a contract for demolition of the existing buildings and structures at the Said Property and the work of demolition by the contractor is in progress and the Lessee shall ensure that such work is completed and the site is cleared of all debris and material within 15th December, 2014. The contractor has duly paid a part of the salvage value to the ~~Lessee~~ and the balance shall also be received by the Lessee only.
- 5.1.4 **No Previous Agreement:** The Lessee has not created any right, title or interest in the Said Property in favour of any third party in any manner whatsoever or howsoever and there is no agreement for sub-lease, development etc. subsisting in respect of the right of the Lessee in the Said Property.
- 5.1.5 **No Disputes Relating to Statutory Outgoings:** All statutory outgoings in respect of the Said Property including property taxes and land revenue till the date of this Agreement have been paid in full by the Lessee and if there be any due, the same shall be paid by the Lessee immediately.
- 5.1.6 **Lessee has Authority:** There is no embargo on the Lessee from dealing with the right of the Lessee to the Said Property as lessee thereof in terms of the Said Deeds and the Lessee has good right, full power and absolute authority to enter into this Agreement and appropriate Resolutions and Authorizations to that effect exist.
- 5.1.7 **Ownership Control of Lessee:** Within 30 (thirty) days from the date of this Agreement, the shareholding pattern and constitution of the board of directors of the Lessee shall become that which has been shared by the Lessee with the Developer.
- 5.1.8 **Representations True and Correct:** Each of the representations, warranties and undertakings of the Lessee contained herein are true and correct.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Lessee as follows:
- 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer has since long been carrying on business of construction and development of real estate and has all 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 and Authorizations to that effect exist.






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- 5.2.3 **Ownership Control of Developer:** The present shareholding pattern and constitution of the board of directors of the Developer is that which has been shared by the Developer with the Lessee.
- 5.2.4 **Representations True and Correct:** Each of the representations, warranties and undertakings of the Developer contained herein are true and correct.
- 5.3 **Decision to Develop:** The Lessee decided to have the Said Property developed and pursuant thereto discussions were held with the Developer for taking up the development of the Said Property by constructing thereon the New Building and commercial exploitation of the New Building for the benefit of the Parties hereto (such development and commercial exploitation collectively **Project**). In terms of this Agreement, the Lessee shall be entitled to sub-lease to prospective transferees (**Lessee's Transferees**) the transferable spaces in the New Building (**Units**) comprised in the Lessee's Allocation (defined in Clause 11.1 below) and likewise in terms of this Agreement, the Developer shall be entitled to sub-lease to prospective transferees (**Developer's Transferees**) the Units comprised in the Developer's Allocation (defined in Clause 12.1 below). The expressions Lessee's Transferees and Developer's Transferees (collectively **Transferees**) mean all persons who agree in writing to take on sub-lease Units in the New Building for a period of more than 30 (thirty) years and take possession thereof and shall include the Lessee and the Developer for Units which are not sub-leased or are sub-leased for a period upto 30 (thirty) years and are comprised in the Lessee's Allocation and the Developer's Allocation, respectively.
- 5.4 **Due Diligence and Satisfaction of Leasehold Interest:** Prior to entering into this Agreement for recording the final terms and conditions for the development of the Project, the Developer has through Messieurs Saha & Ray, Advocates, of 7C, Kiran Shankar Roy Road, Kolkata-700001 (**Developer's Advocate**) caused due diligence in respect of the Said Property and has fully satisfied itself with regard to the leasehold interest of the Lessee thereto by virtue of and in terms of the Said Deeds but nevertheless the Lessee shall always be responsible and liable for all issues relating to its leasehold interest in the Said Property.
6. **Basic Understanding**
- 6.1 **Development of Said Property by Construction and Commercial Exploitation of New Building:** The Parties have by mutual consent and for their mutual benefit and for the consideration herein contained, decided and agreed to take up the Project, i.e. the development of the Said Property by constructing the New Building thereon and commercial exploitation of the New Building, on principal to principal basis.
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 and mentioned in this Agreement. Consequent thereto, the Lesser, for mutual benefit and for the consideration herein contained, hereby appoints the Developer as the developer of the Said Property with right to execute the Project and the Developer as such hereby accepts the said appointment by the Lessee.
- 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 mentioned above and



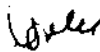
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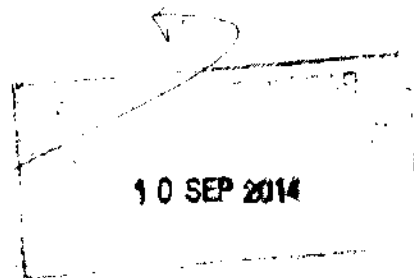
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this Agreement shall remain valid and in force till all obligations of the Parties toward each other stand fulfilled and performed.

8. Sanction and Construction

- 8.1 **Consultants:** Subject to the provisions of Clause 8.2 below, the New Building shall be constructed in accordance with the Said Building Plan under the supervision of architects, structural engineers, geo-text engineers, town planners, PHE consultants, MEP consultants, landscape consultants, environmental consultants and interior consultants appointed by the Developer (collectively **Consultants**). The Developer shall pay the professional fees and supervision charges and all costs, charges and expenses of the Consultants and other professionals engaged in connection with the Project and the Lessee shall have no liability or responsibility therefor. The Lessee has disengaged the existing architect, structural engineer and all other consultants appointed by the Lessee and obtained NOC's from them at its own cost, which the Lessee has handed over to the Developer.
- 8.2 **Alteration of Said Building Plan:** The Developer shall be entitled to alter/amend the Said Building Plan (without altering the over-all measurement of the Lessee's Allocation as defined in Clause 11.1 below) and all costs, charges and expenses that may be required for altering and/or amending the Said Building Plan and construction of the New Building in accordance therewith shall be borne and paid by the Developer and the Lesser shall not be responsible for the same. Inasmuch as sanction of the Said Building Plan has already been obtained by the Lessee, any alteration or amendment brought about by the Developer shall not in any manner reduce the overall measurement of the Lessee's Allocation based on the Said Building Plan, as sanctioned. In other words, if the Developer proposes any amendment that reduces the sanctioned area, the reduction shall be completely to the account of the Developer **provided however that** in case due to such alteration/amendment there be any increase in the sanctioned area, the same shall be shared by and between the Lessee and the Developer, equally.
- 8.3 **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 Plan including any incremental car parking spaces in any manner whatsoever, the benefit of such additional F.A.R. including incremental car parking spaces shall be shared by the Parties equally and the Lessee shall not be made to pay any cost including but not limited to fees for sanctioning/modification of plan and construction cost on this account. The Lessee shall sign and execute all such documents that may be required for this purpose, in the event the Developer calls upon the Lessee to do so.
- 8.4 **Construction of New Building:** The Developer shall at its own costs and expenses, construct and complete the New Building as per the specifications given in **Part I** of the **2nd Schedule** below (**Specifications**) in usable and habitable condition. It is clarified that the Specifications given in **Part I** of the **2nd Schedule** below are for the purpose of guidance only and to record the minimum standards and the Developer shall be free to change and improve the Specifications.
- 8.5 **Costs of Construction:** The Developer shall be obliged to make payment of all costs, charges, expenses and outgoings that may be required for the purpose of constructing and completing the New Building in all respects and at no point of time shall the Developer claim any sum on any account whatsoever from the Lessee save and except any arrears towards statutory outgoings relating to the period prior to the date of this



Agreement and the extras and deposits described in **Part II** of the **2nd Schedule** below, collectively **Extras**, relatable to the Lessee's Allocation (defined in Clause 11.1 below) at the same rate as be made applicable by the Developer to the Developer's Transferees.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Lessee 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 Lessee and required for the construction of the New Building and the Lessee shall have no liability or responsibility therefor.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Lessee 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, drainage and water connection at the Said Property, upon payment of all usage and other applicable charges and the Lessee shall have no liability or responsibility therefor.
- 8.8 **Possession of Said Property:** Without prejudice to the Lessee's obligation to complete demolition work of the existing buildings and structures and clearing the site of all debris and material, the Lessee, simultaneously with the execution of this Agreement, has inducted the Developer in joint possession of the entirety of the Said Property in vacant and peaceful condition, for the purpose of carrying out the terms and conditions of this Agreement (**Possession Date**).
- 8.9 **Completion Date:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall, subject to Force Majeure as defined in Clause 26.1 below, construct, erect and complete the New Building in the manner mentioned in Clause 8.4 above and obtain full occupancy certificate for the New Building from KMC within a period of 42 (forty two) months from the date of the Lessee completing demolition work of the existing buildings and structures and clearing the site of all debris and material and giving written notice thereabout to the Developer (**Completion Date**) with a grace period of 6 (six) months (**Grace Time**). In this regard, it is clarified that even if the Developer opts to alter the Said Building Plan and construct the New Building in accordance therewith, the Developer shall continue to remain obliged to complete the New Building in the manner mentioned in Clause 8.4 above within the Completion Date or latest within the Grace Time. Notwithstanding the Completion Date with the Grace Time mentioned above and without affecting or diluting the obligations under Clauses 8.9.1 and 8.9.2 below, the Developer may complete the New Building with full occupancy certificate within a further grace period of 06 (six) months.
- 8.9.1 **Partial Occupancy Certificate:** Without prejudice to the obligations of the Developer contained in Clauses 8.4 and 8.9 above, the Developer shall be entitled to construct and complete the Lessee's Allocation in the manner mentioned in Clause 8.4 above (with all the attributes for the use and enjoyment of the of Lessee's Allocation as mentioned below) and obtain partial occupancy certificate from KMC in respect of the Lessee's Allocation within the Completion Date or latest within the Grace Time and offer possession of the Lessee's Allocation to the Lessee in terms hereof:
- (a) Construct and complete the basement, ground, first and second floors of the New Building;



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- (b) Construct and complete the dedicated parking building and all other car parking spaces in the New Building and at the Said Property;
- (c) Construct and complete the exterior, façade and roof of the New Building in all respects;
- (d) Construct and complete the pathways, passages, driveways and all other Common Portions in all respects except those Common Portions lying on the floors allocated to the Developer;
- (e) Install and make operable all lifts and fire fighting protection systems in the New Building;
- (f) provide permanent connections of electricity, water, sewerage and drainage and make the same usable;

8.9.2 **Certificate of Project Architect:** At the time of offering possession of the Lessee's Allocation to the Lessee within the Completion Date or latest within the Grace Time in terms of Clause 8.9.1 above, the Developer shall also submit a certificate (in original) of Mr. J.P. Agarwal, the Architect of the Project (**Project Architect**), certifying that the Lessee's Allocation has been constructed and completed in terms of such Clause 8.9.1 and only then the Lessee's Allocation shall be and/or be deemed to have been constructed and completed and not otherwise.

8.10 **Common Portions:** The Developer shall, at its own costs, install and erect in the New Building the common areas, amenities and facilities required for establishment, enjoyment, maintenance and management of the New Building as described in the **3rd Schedule** below (collectively **Common Portions**).

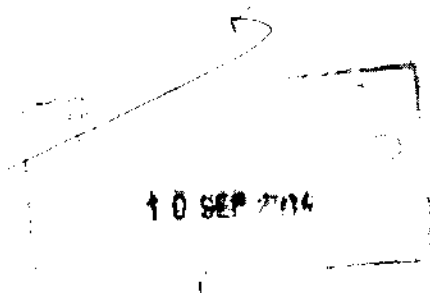
8.11 **Branding and Name of New Building:** The New Building shall be promoted under the joint brand of Siddha Group of the Developer and Multicon Group of the Lessee. However, the name of the New Building shall be such as be decided by the Developer and shall contain only **Siddha** as the prefix or suffix and such name shall be prominently displayed on the facade of the New Building and shall not be changed/removed by the Lessee, the Lessee's Transferees and the Developer's Transferees. All agreements/deeds of sub-lease entered by the Lessee or the Developer with their respective Transferees shall expressly state and provide that the Transferors shall be bound by the aforesaid stipulation as regards name and display of name. All publicity materials including print and other media or any other advertisement shall specifically mention that the Project is being promoted by the Siddha Group and the Multicon Group in association, the name Siddha Group appearing first.

8.12 **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. Each Party shall provide all cooperation that may be necessary for successful completion of the Project.

8.13 **Lessee's Consultant:** At all times during construction of the New Building and till delivery of the Lessee's Allocation to the Lessee, the Lessee shall, at its own cost and expenses, be entitled to engage 1 (one) qualified civil engineer and/or architect (**Lessee's Consultant**) to review the construction thereof by periodical inspections by prior appointment with the Project Architect. In case the Lessee's Consultant finds any defect or deficiency in construction of any portion of the New Building or the quality of materials used therein, he shall within 7 (seven) days inscribe a reasoned comment to

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such defect in the 'site inspection book' to be kept by the Developer at the site of the New Building and the Developer shall, through the Project Architect verify the authenticity of such comment and in case the same is found to be valid and reasonable by the Project Architect, the Developer shall cause to be rectified such defect and/or deficiency within 30 (thirty) days of such finding. In this regard the Parties have mutually agreed that the Lessee or the Lessee's Consultant shall only be entitled to review the works, workmanship or quality of materials which are executed, done, used or installed in the last 30 (thirty) days prior to the date of the review and not those works done prior thereto.

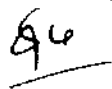
9. Title Deeds

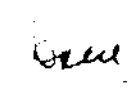
9.1 **Deposit of Title Deeds:** Simultaneously with the execution hereof, the Lessee has delivered the Said Deeds to Mr. Avik Saha, Advocate being the managing partner of the Developer's Advocates (**Custodian**), against accountable receipt. Both the Developer and the Lessee, individually and severally, shall be entitled to take delivery of the Said Deeds from the Custodian for production thereof before authorities, banks etc. after giving prior notice in writing to the Custodian and the other Party with the reasoning of its requirement for the same and will have to return the same to the Custodian within the timeframe requested for in the aforesaid prior notice in writing. The Said Deeds shall 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 as and in the manner mentioned in Clause 14.1 below. On completion of construction of the Project, in case the Developer retains at least 51% (fifty one percent) of the Developer's Allocation for its own use, the Custodian shall handover the Said Deeds to the Developer who shall hold the same in its custody in trust for the Lessee and the Transferees and shall remain responsible for production thereof to the Lessee and the Transferees at all times and in case the Developer does not retain 51% (fifty one percent) of the Developer's Allocation for its own use, the Custodian shall handover the Said Deeds to the joint custody of the Lessee and the Developer who shall remain responsible for production thereof to the Transferees.

9.1.1 **Circumstances of Joint Custody of Said Deeds:** It is clarified that if at any time after completion of construction of the Project, the area retained by the Developer for its own use falls below 51% (fifty one percent) of the Developer's Allocation, the Said Deeds shall be kept and/or be deemed to have been kept in the joint custody of the Lessee and the Developer. In the event the Said Deeds come in joint custody to the Lessee and the Developer, they shall keep the same in the locker of a bank which would be operable by one representative each of the Lessee and the Developer and the entire cost of such locker shall be borne equally by the Lessee and the Developer.

10. Powers and Authorities

10.1 **General Power Of Attorney:** Simultaneously herewith, the Lessee shall grant to the Developer and/or its nominees a registered General Power of Attorney relating to the Said Property (**General Power Of Attorney**) for the purposes of (1) getting the Said Building Plan modified/altered by KMC in terms of this Agreement (2) doing all acts deeds and things required for construction of the New Building in terms of this Agreement and (3) hooking and entering into agreements for sub-lease and granting sub-leases of the Units comprised in the Developer's Allocation (defined in Clause 12.1 below) in terms of this Agreement.



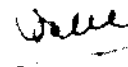




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- 10.2 **Indemnity:** While exercising the powers and authorities under the General Power Of Attorney granted by the Lessee as aforesaid, the Developer and/or its said nominee shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Lessee and/or go against the spirit of this Agreement and/or impose any financial or other liability upon the Lessee and if it does so, the Developer, without prejudice to the other rights of the Lessee, shall indemnify and keep the Lessee fully saved, harmless and indemnified in respect thereof.
- 10.3 **Further Acts:** Notwithstanding grant of the General Power Of Attorney, the Lessee hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. that may be required and found necessary for enabling the Developer to perform all obligations under this Agreement.
- 10.4 **Lessee's Power Of Attorney:** Simultaneously herewith, the Developer shall grant to the Lessee and/or its nominees a registered General Power of Attorney (**Lessee's Power Of Attorney**) for the purposes mentioned in Clause 15.4 below.
11. **Lessee's Consideration**
- 11.1 **Lessee's Allocation:** In the New Building, based on the Said Building Plan as existing, the Lessee shall be entitled to (1) the constructed spaces described in **Part I** of the **4th Schedule** below, exclusively (2) 88 (eighty eight) open and covered car parking spaces described in **Part I** of the **4th Schedule** below, exclusively (3) 44.35% (forty four point three five percent) undivided share in the Common Portions (4) 50% (fifty percent) divided and demarrated portion in the top roof of the New Building (5) 44.35% (forty four point three five percent) undivided share in the leasehold land contained in the Said Property (collectively **Lessee's Allocation**). It is clarified that (1) if on modification/alteration of the Said Building Plan, the layout of the Lessee's Allocation changes, the same shall be recorded in a separate instrument and the expression Lessee's Allocation used in this Agreement shall include such change thereto (2) if on modification/alteration of the Said Building Plan, the layout of the Lessee's Allocation changes and on account thereof the Lessee becomes partially entitled to a Unit, the same shall either be transferred by the Lessee to the Developer or vice versa, at a mutually agreed price and (3) some of the amenities and facilities comprised in the Common Portions shall be installed on the top roof as shown in the **Plan E** annexed hereto and bordered in colour **Yellow** thereon and the area where such amenities and facilities are installed along with the roof there-above (**Common Roof**) shall be created by the Parties by equal contribution of area by the Lessee and the Developer and only the Common Roof shall be treated as part of the Common Portions, owned in common by all Transferers and out of the rest of the top roof the portion allocated to the Lessee shall belong exclusively to the Lessee (**Lessee's Roof**). Based on the Said Building Plan, the Lessee's Roof is shown in **Plan E** annexed hereto and bordered in colour **Red** thereon.
- 11.2 **Security Deposit:** The Developer has paid to the Lessee an agreed and consolidated sum of Rs.2,50,00,000/- (Rupees two crore and fifty lac) as interest free security deposit (**Security Deposit**), receipt of which the Lesser hereby as well as by the Receipt and Memo hereunder written, admits and acknowledges. The Security Deposit shall be refunded by the Lessee to the Developer in the manner mentioned in Clause 15.2 below.



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12. Developer's Consideration

- 12.1 **Developer's Allocation:** In the New Building, based on the Said Building Plan, existing, the Developer shall be entitled as sub-lessee to: (1) the constructed spaces described in **Part II** of the **4th Schedule** below, exclusively; (2) 112 (one hundred and twelve) open and covered car parking spaces described in **Part II** of the **4th Schedule** below, exclusively; (3) 55.65% (fifty five point six five percent) undivided share in the Common Portions; (4) 50% (fifty percent) divided and demarcated portion in the top roof of the New Building; (5) 55.65% (fifty five point six five percent) undivided share in the leasehold land contained in the Said Property (collectively **Developer's Allocation**). It is clarified that (1) if on modification/alteration of the Said Building Plan, the layout of the Developer's Allocation changes, the same shall be recorded in a separate instrument and the expression Developer's Allocation used in this Agreement shall include such change thereto; (2) if on modification/alteration of the Said Building Plan, the layout of the Developer's Allocation changes and on account thereof the Developer becomes partially entitled to a Unit, the same shall either be transferred by the Developer to the Lessee or vice versa, at a mutually agreed price and (3) other than the Common Roof and the Lessee's Roof, the rest of the top roof allocated to the Developer shall belong exclusively to the Developer (**Developer's Roof**). Based on the Said Building Plan, the Developer's Roof is shown in **Plan E** annexed hereto and bordered in colour **Blue** thereon.

13. Transfer, Marketing and Disposal of Respective Allocations

- 13.1 **Transfer of Units in Lessee's Allocation:** The Lessee shall be exclusively entitled to deal with/alienate by way of sub-lease/sub-letting the Units, car parking spaces, Lessee's Roof, undivided proportionate share in the land contained in the Said Property and in the Common Portions comprised in the Lessee's Allocation, and all premium/proceeds arising out of such alienation of the Lessee's Allocation to the Lessee's Transferees shall belong exclusively to the Lessee and the Developer shall have no share and/or interest therein and/or claim thereon **provided however** Units measuring less than 1000 (one thousand) square feet super built-up area shall not be created and alienated and Units shall not be alienated for activities which are not conducive to the stature of the New Building, like dance bars, discotheques, nursing homes, hotels, super markets, wholesale business, storage space and retail outlets for goods such as computer accessories, sarees, hosiery etc., the intention of the Parties being that the New Building shall be a high class building and small offices and market shall not be created in the New Building. It is clarified that the Extras described in **Part II** of the **2nd Schedule** below and payable in respect of the Lessee's Allocation in terms hereof shall be paid by the Lessee and/or caused to be paid by the Lessee through its Transferees to the Developer, on the Unit Possession Date (defined in Clause 15.1 below). It is clarified that all deposits comprised in the Extras in respect of the Lessee's Allocation shall be held by the Developer and shall be transferred to the Association of Transferees upon its formation, after deducting any amounts that may have had to be deducted for default in payment by the Transferees. However, the deposits for municipal tax shall be refunded by the Developer or the Association of Transferees, as the case may be, to the depositing Transferees once their respective Units are separately assessed for the purpose of payment of municipal tax and after deducting any amounts that may have had to be deducted for default in payment of municipal tax by such Transferees.
- 13.2 **Transfer of Units in Developer's Allocation:** The Developer shall be exclusively entitled to deal with/alienate by way of sub-lease/sub-letting the Units, car parking






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spaces, Developer's Roof, undivided proportionate share in the land comprised in the Said Property and in the Common Portions contained in the Developer's Allocation and all premium/proceeds arising out of such alienation of the Developer's Allocation to the Developer's Transferees shall belong exclusively to the Developer and the Lessee shall have no share and/or interest therein and/or claim thereon **provided however** Units measuring less than 1000 (one thousand) square feet super built-up area shall not be created and alienated and Units shall not be alienated for activities which are not conducive to the stature of the New Building, like dance bars, discotheques, nursing homes, hotels, super markets, wholesale business, storage space and retail outlets for goods such as computer accessories, sarees, hosiery etc., the intention of the Parties being that the New Building shall be a high class building and small offices and market shall not be created in the New Building. It is similarly clarified that the Extras described in **Part II** of the **2nd Schedule** below and payable in respect of the Developer's Allocation in terms hereof shall be paid by the Developer and/or caused to be paid by the Developer through its Transferees, on the Unit Possession Date (defined in Clause 15.1 below). It is clarified that all deposits comprised in the Extras in respect of the Developer's Allocation shall be held by the Developer and shall be transferred to the Association of Transferees upon its formation, after deducting any amounts that may have had to be deducted for default in payment by the Transferees. However, the deposits for municipal tax shall be refunded by the Developer or the Association of Transferees, as the case may be, to the depositing Transferees once their respective Units are separately assessed for the purpose of payment of municipal tax and after deducting any amounts that may have had to be deducted for default in payment of municipal tax by such Transferees.

- 13.3 **Parting with Possession of Developer's Allocation:** Without complying with the provisions of Clause 15.1 below and until the Developer completes the construction of the New Building and obtains partial occupancy certificate for the New Building from KMC *inter alia* in compliance with the provisions of Clauses 8.9.1 and 8.9.2 above, the Developer shall not be entitled to part with possession or use any part of the Developer's Allocation (except only for carrying on fit-out and permitting the Developer's Transferees to carry on fit-out) or to execute or make the Lessee liable to execute any deed of sub-lease thereof. In this regard it is clarified that the Developer shall not use such parts of its Allocation for which it has not obtained partial occupancy. The Lessee shall also be entitled to allow the Lessee's Transferees to carry fit-out at such time it deems fit and proper.
- 13.4 **Marketing:** The Parties shall market their respective allocations in such manner as they deem fit and proper **provided however** designing and production of all marketing and communication material including but not limited to hoardings, print ad, brochures etc. shall be jointly pre-approved by the Parties.
- 13.5 **Other Rights:** Apart from the respective allocations of the Parties mentioned above and any other future sanctions of constructible area, if any, no other monetary benefits/income shall be derived from the Project/New Building by the Parties and especially not by allowing persons to put up hoardings, advertisements etc.

14. Project Finance

- 14.1 **Project Finance:** Limited to raising construction finance as per progress of construction and using the same only for the Project, the Developer shall be entitled to create mortgage of the Developer's Allocation in favour of a bank/financial institution and give collateral security of the Said Deeds of the Said Property upon notice to the

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Lessee and giving details of the finance obtained by the Developer and the terms thereof subject nevertheless to the Developer obtaining simultaneous release of the area forming part of the Lessee's Allocation. It is, however, clearly understood that the Lessee at no point of time shall be responsible for any debts raised by the Developer towards construction finance and in case due to any non-payment or delay in payment of interest or principal amount by the Developer, the Lessee suffers any loss, damage, cost, claim, demand, action or proceeding, the Developer shall indemnify and keep the Lessee fully saved harmless and indemnified in respect thereof. Notwithstanding the aforesaid and without depositing the Said Deeds, the Lessee shall be entitled to obtain finance from any bank/financial institution against the Lessee's Allocation. It is, however, clearly understood that the Developer at no point of time shall be responsible for any debts so raised by the Lessee and in case due to any non-payment or delay in payment of interest or principal amount by the Lessee, the Developer suffers any loss, damage, cost, claim, demand, action or proceeding, the Lessee shall indemnify and keep the Developer fully saved, harmless and indemnified in respect thereof.

15. Completion and Possession

15.1 **Possession Notice and Unit Possession Date:** Upon complying with all its obligations under Clauses 8.4, 8.9.1 and 8.9.2 above, the Developer shall serve a notice in writing on the Lessee (**Possession Notice**) calling upon the Lessee to take physical possession of the Units comprised in the Lessee's Allocation. Within 30 (thirty) days from the date of receiving the Possession Notice, the Lessee shall be bound and obliged to take possession of the Lessee's Allocation within such period of 30 (thirty) days from the date of receiving the Possession Notice and upon refund of the Security Deposit in full to the Developer in the manner mentioned in Clause 15.2 below, failing which it shall be deemed that the Developer has delivered possession of the Lessee's Allocation to the Lessee on the 31st day of the date of the Possession Notice (date of actual delivery of possession or deemed delivery of possession of the Lessee's Allocation to the Lessee. **Unit Possession Date**). In the event of the Lessee being deemed to be in possession of the Lessee's Allocation, the Developer shall continue to be liable to deliver physical possession of the Lessee's Allocation to the Lessee upon receipt of full refund of the Security Deposit in the manner mentioned in Clause 15.2 below. Both the Lessee and the Developer shall become liable and responsible for the Taxes (defined in Clause 16.1 below) and Maintenance Charge (defined in Clause 17.2 below) of their respective Allocations from the Unit Possession Date and the Developer shall be entitled to deliver possession of the Developer's Allocation and transfer the same to the Developer's Transferees on and from the Unit Possession Date.

15.1.1 **Defect Liability Period:** In case any defect in the construction of the Lessee's Allocation or the Common Portions or any part thereof is brought to the notice of the Developer by the Lessee or the Lessee's Transferees within 1 (one) year from the Unit Possession Date, the Developer shall rectify the same within a reasonable period from receipt of such complaint.

15.2 **Refund of Security Deposit:** The Security Deposit shall be refunded in full by the Lessee to the Developer on or before the Unit Possession Date, failing which, notwithstanding anything contained in this Agreement or any other contemporaneous documents, the Lessee shall pay to the Developer interest @ 1.5 % (one and half percent) per month with monthly rests, computed from the Unit Possession Date till the date of full refund, for every month or part thereof of delay and in addition, the Developer shall not deliver possession of the Lessee's Allocation to the Lessee till the Security Deposit is refunded in full, with interest as aforesaid, if applicable.

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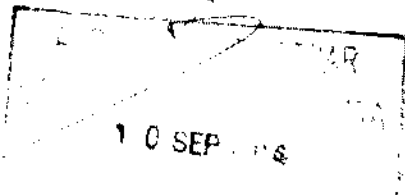
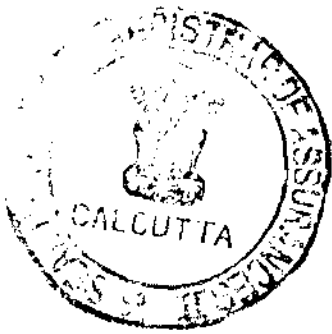
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- 15.3 **Consideration for Sub-Lease of Developer's Allocation:** To consideration of and only after the Developer constructing the Lessee's Allocation and completing the same in terms hereof, the Lessee shall execute and register deeds of sub-lease of the undivided share in the land contained in the Said Property in favour of the Developer's Transferees/the Developer, in such part or parts as shall be required by the Developer. Such execution and registration by the Lessee shall be through the delegated authority given to the Developer by the General Power Of Attorney and the Developer shall be obliged to furnish a certified copy of each such registered deed of sub lease executed in favour of the Developer's Transferees, to the Lessee within 30 (thirty) days of their registration. Such certified copy shall be obtained by the Developer from the office of the concerned registering authority.
- 15.4 **Sub-Lease of Lessee's Allocation:** The Developer shall join the agreements/sub lease deeds in favour of the Lessee's Transferees and shall execute and register the same in its capacity as a developer-confirming party to agree and confirm that the Developer shall construct and complete the New Building in terms of and within the period stipulated in this Agreement and in default the Developer shall be liable for the consequences as be contained in the agreements/deeds of sub-leases executed in favour of the Lessee's Transferees and that the Developer shall observe fulfill and perform all its obligations and exercise all its rights as be contained in such agreements/deeds of sub-leases executed in favour of the Lessee's Transferees in terms hereof **provided that** any deed of sub-lease executed by the Lessee for a period not exceeding 30 (thirty) years, the Developer shall not necessarily be required to be a party thereto. Such execution by the Developer shall be through the delegated authority given to the Lessee by the Lessee's Power Of Attorney and the Lessee shall be obliged to furnish a certified copy of each such registered deed of sub-lease executed in favour of the Lessee's Transferees, to the Developer within 30 (thirty) days of their registration. Such certified copy shall be obtained by the Lessee from the office of the concerned registering authority.
- 15.5 **Costs of Alienation:** The costs of the execution and registration, as applicable, of all the sub-lease deeds (both in respect of the Lessee's Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the Parties respectively or their respective Transferees.
- 15.6 **Obligation of and Costs of Renewal of Lease of Said Property:** Under the Said Deeds, the Lessee has right to, inter alia, renew the lease of the Said Property for such further period as may be agreed between the Lessee and the lessor under the Said Deeds, if so opted to be renewed by the Lessee on or before the expiry of the lease of the Said Property on 31st December, 2098. In this regard, it is expressly stated and made clear that it shall be the duty and obligation of the Lessee to exercise the aforesaid option and the terms of such exercise of the aforesaid option shall be as be determined by the Developer, the Lessee and the Transferees, by majority decision **subject nevertheless to** the entire cost of such renewal that may be payable to the lessor under the Said Deeds of the Said Property as well as the entire cost of stamp duty, registration fees and other expenses payable at the material time therefor (jointly referred to as **Costs of Renewal**) being paid proportionately by all the Transferees (including the Developer and the Lessee for the Units not transferred by them) to the Lessee within the requisite time to achieve such renewal. In the event of the Lessee being able to obtain renewal of the lease of the Said Property granted under the Said Deeds in its favour, it shall simultaneously grant sub-leases to all contributories of the

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Costs of Renewal at the costs of such contributories. It is clarified that, those Transferees who do not pay their proportionate share of the Costs of Renewal shall be deemed to have been not interested to renew their respective sub-leases and to have breached the terms of their respective sub-leases and consequently shall become liable to be evicted from the Said Property by the Lessee.

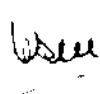
- 15.6.1 **Inclusion of Covenant in Sub-Leases:** All agreements/deeds of sub-lease entered into by the Developer or the Lessee with their respective Transferees shall expressly state and provide that the Developer's Transferees and the Lessee's Transferees shall be bound to make payment of their proportionate share of the Costs of Renewal as mentioned in clause 15.6 immediately preceding.

16. Municipal Taxes and Ground Rent

- 16.1 **Relating to Period Prior to Agreement:** All municipal taxes, land revenue and outgoings (collectively **Taxes**) on the Said Property relating to the period till the date of this Agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Lessee. It is made specifically clear that all Taxes outstanding upto such date shall remain the liability of the Lessee and such dues shall be borne and paid by the Lessee as and when called upon by any statutory authority.
- 16.2 **Relating to Period After Agreement:** All Taxes on the Said Property relating to the period after the date of this Agreement and till the Unit Possession Date shall be borne, paid and discharged by the Developer. It is made specifically clear that all Taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer as and when called upon by any statutory authority.
- 16.3 **Relating to Period After Unit Possession Date:** On and from the Unit Possession Date, the Parties or their respective Transferees, as the case may be, shall pay the Taxes applicable to their respective Units.
- 16.4 **Ground Rent:** The ground rent reserved under the Said Deeds (**Ground Rent**) shall be paid proportionately by the Lessee and by the Developer till the Unit Possession Date. Thereafter, it shall be shared and paid by the Parties and/or their respective Transferees in proportion to their respective areas in the New Building. The Developer shall include the Ground Rent in the Maintenance Charge (defined in Clause 17.2 below) and it shall be the responsibility of the Developer to punctually handover and/or cause to be handed over the Ground Rent to the Lessee and upon receiving the same, the Lessee shall be responsible for punctual tender of the same to the lessor under the Said Deeds.

17. Maintenance After Possession Date

- 17.1 **Maintenance:** The Developer shall frame a scheme for the management and administration of the maintenance of the New Building including Common Portions thereof.
- 17.2 **Maintenance Charge:** As and from the Unit Possession Date, the Parties and/or their respective Transferees shall become responsible for proportionate payment of all charges for maintenance and upkeep of the Common Portions of the New Building (**Maintenance Charge**). It is clarified that even if construction of the Developer's



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Allocation is not complete on the Unit Possession Date, the Developer shall become responsible for payment of the Maintenance Charge from such date. The Maintenance Charge shall be fixed by the Developer in consultation with the Lessee (the Developer's views however having primacy) and till such maintenance and upkeep is handed over to the Association of Transferees, the Developer or an agency nominated by the Developer shall discharge the functions of maintenance and upkeep and shall collect the Maintenance Charge.

18. Common Restrictions

- 18.1 Applicable to All Transferees:** All Transferees shall be subject to the same restrictions as are applicable to ownership office buildings, intended for common benefit of all occupiers of the New Building.
- 18.2 Adherence to Said Deeds:** The Parties hereto shall ensure that all covenants of the Said Deeds are observed and performed and there is no default thereunder which shall make the Said Deeds and the lease of the Said Property liable for termination. The Parties hereto shall not commit any breach of the terms of the Said Deeds nor shall do any act, deed or thing whereby the rights under the Said Deeds are prejudicially affected or jeopardized.
- 18.2.1 Inclusion of Covenant in Sub-Leases:** All agreements/deeds of sub-lease entered by the Developer or the Lessee with their respective Transferees shall expressly state and provide that the Developer's Transferees and the Lessee's Transferees shall be bound to comply with the provisions of Clause 18.2 above.
- 18.2.2 Developer's Right of Remedy:** In the event of any default of the terms of the Said Deeds by the Lessee, the Developer shall be entitled to act in all manner as be necessary to prevent/remedy any default.

19. Obligations of Developer

- 19.1 Completion of Development:** The Developer shall complete the development of the Said Property in all respects with full occupancy certificate within the Completion Date or latest within the Grace Time and a further grace period of 06 (six) months thereafter (subject to Force Majeure as defined in Clause 26.1 below), unless extended in writing by the Lessee. The word 'completion' and its grammatical variants shall mean habitable and tenantable state as per the agreed Specifications including but not limited to with water supply, sewage connection, drainage connection, electrical installation and all other facilities and amenities as agreed herein to be provided to make the Units ready-for-use and occupation, and in the manner mentioned in Clauses 8.4 and 8.9 above, as the case may be.
- 19.2 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 of the same. The Developer also agrees and covenants with the Lessee not to violate or contravene any of the provisions of the prevailing laws, rules and bye-laws applicable to construction of the New Building.

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- 19.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Consultants, professional bodies, contractors, etc.
- 19.4 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Said Building Plan, schemes, rules, regulations, by-laws and approvals of the planning authorities, at the cost, risk and responsibility of the Developer, the Lessee having no responsibility in respect thereof in any manner whatsoever. The Developer shall intimate to the Lessee from time to time the progress of the Project.
- 19.5 **Strict Adherence by Developer:** The Developer has assured the Lessee 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.
- 19.6 **Construction at Developer's Risk and Cost:** The Developer shall construct the New Building at its own cost, risk and responsibility, by adhering to the Said Building Plan and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, KMC and other authorities concerned and to the Transferees and to the third parties and the public in general 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 Lessee 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/agents/representatives of the Developer.
- 19.7 **Tax Liabilities:** All tax liabilities in relation to the development, namely sales tax, value added tax, works contract tax and other dues, save and except Service Tax in respect of the Lessee's Allocation, shall be paid by the Developer. Any tax on income arising out of transfer of the Lessee's Allocation shall be borne by the Lessee. Likewise, any tax on income arising out of transfer of the Developer's Allocation shall be borne by the Developer. Service Tax, if any, shall be borne by the Transferees of the Units. The Lessee shall pay Service Tax (with interest and penalty, if any) for the Developer constructing the Units comprised in the Lessee's Allocation, in accordance with law and shall be entitled to claim set-off therefrom on account of Service Tax paid by the Lessee's Transferees and the Developer shall pay Service Tax for the Units comprised in the Developer's Allocation and shall be entitled to claim set-off therefrom on account of Service Tax paid by the Developer's Transferees.
- 19.8 **No Assignment:** The Developer hereby agrees and covenants with the Lessee that, until construction and completion of the New Building in terms hereof, the Developer shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Lessee. In this regard it is clarified that assignment shall mean and include substantial or complete change in shareholding and management control pattern of the Developer from that disclosed by the Developer to the Lessee (other than inter-se transfer and transfer amongst the family members and associate companies). In other words, the present shareholders and directors of the Developer shall not without the prior consent in writing of the Lessee substantially change the shareholding and management control pattern of the Developer until construction and completion of the New Building in terms hereof.



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20. Obligations of Lessee

- 20.1 **Co-operation with the Developer:** The Lessee undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 20.2 **Documentation:** The Lessee undertakes to provide the Developer with any and all documentation relating to the Said Property as may be required by the Developer from time to time provided the same are available with the Lessee.
- 20.3 **No Obstruction in Dealing with Developer's Functions:** The Lessee hereby covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 20.4 **No Obstruction in Construction:** The Lessee covenants not to cause any interference or hindrance in the construction of the New Building but this shall not affect or dilute the right of the Lessee under Clause 8.13 above.
- 20.5 **No Dealing with Said Property:** The Lessee covenants not to let out, grant lease, mortgage and/or charge the right of the Lessee in the Said Property or any portion thereof save the Lessee's Allocation.
- 20.6 **Strict Adherence by the Lessee:** The Lessee has assured the Developer that it shall adhere to the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits mentioned herein.
- 20.7 **No Assignment:** The Lessee hereby agrees and covenants with the Developer that until the Unit Possession Date, the Lessee shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Developer. In this regard it is clarified that assignment shall mean and include substantial or complete change in shareholding and management control pattern of the Lessee from that disclosed by the Lesser to the Developer (other than inter-se transfer and transfer amongst the family members and associate companies). In other words, the disclosed shareholders and directors of the Lessee (in the manner mentioned in Clause 5.1.7 above) shall not substantially change the shareholding and management control pattern of the Lessee until the Unit Possession Date.

21. Indemnity

- 21.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Lessee 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 Lessee may suffer in relation to the Project and/or to the development of the Said Property and/or to the construction of the New Building and/or defects 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 or any breach resulting in any successful claim by any third party in connection with the above or non-compliance of any statutory laws or violation of the Said Building Plan or any permission, rules, regulations or by-laws or arising out of any construction related accident or otherwise.
- 21.2 **By the Lessee:** The Lessee hereby indemnifies and agrees 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) suffered by

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the Developer in relation to any encumbrance or liability whatsoever on the Said Property and those resulting from breach of this Agreement by the Lessee.

22. Corporate Warranties

22.1 **By the Developer:** The Developer warrants to the Lessee that:

22.1.1 **Proper Incorporation:** It is properly incorporated under the laws of India.

22.1.2 **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.

22.1.3 **Permitted by Constitution Documents:** The Constitution Documents permit the Developer to undertake the activities covered by this Agreement.

22.1.4 **Authorization:** The majority shareholders and the Board of Directors of the Developer have authorized the signatory of this Agreement to enter into this Agreement and to execute and deliver the same.

22.2 **By the Lessee:** The Lessee warrants to the Developer that:

22.2.1 **Proper Incorporation:** It is properly incorporated under the laws of India.

22.2.2 **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.

22.2.3 **Permitted by Memorandum and Articles of Association:** The Memorandum and Articles of Association of the Lessee permit the Lessee to undertake the activities covered by this Agreement.

22.2.4 **Shareholder and Board Authorization:** The majority shareholders and the Board of Directors of the Lessee have authorized the signatory of this Agreement to enter into this Agreement and to execute and deliver the same.

22.3 **Warranties Independent:** Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

23. Limitation of Liability

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

24. Miscellaneous

24.1 **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 Pankaj Shroff & Co., Advocates, of 4, Government Place (North), Kolkata-700001 (**Lessee's Advocate**);

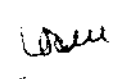





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shall act as the legal advisors for sub-lease/sub-letting of the Lessee's Allocation including for preparation and arranging for execution and registration of the documents concerning therewith. The Developer's Advocate shall act as the legal advisors for sub-lease/sub-letting of the Developer's Allocation including for preparation and arranging for execution and registration of the documents concerning therewith. Documents pertaining to sub-lease/sub-letting of the Lessee's Allocation and the Developer's Allocation shall be prepared by the respective Advocates of the Lessee and the Developer in consultation with each other and shall contain similar provisions regarding matters of common interest and enjoyment.

- 24.2 **Essence of Contract:** The Lessee and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 24.3 **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 other than the documents concerning sub-lease/sub-letting of the Lessee's Allocation. The Lessee shall however pay legal fees and other professional charges for any advice not common to interest of the Parties in the Project.
- 24.4 **Valid Receipt:** The Lessee shall pass valid receipts for all amounts paid under this Agreement.
- 24.5 **No Partnership:** The Lessee 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.
- 24.6 **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.
- 24.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be required and necessary to give complete and meaningful effect to this Agreement.
- 24.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise/sub-demise in law of the Said Property or any part thereof to the Developer by the Lessee or as creating any right, title or interest therein in favour of the Developer except for development of the Said Property in terms of this Agreement.
- 24.9 **Lessee's Authorized Director:** For the period till the Unit Possession Date, the Lessee has appointed Mr. Dileep Singh Mehta as its authorized director, who shall represent the Lessee for all matters connected with this Agreement and the Project and the Developer shall deal with and communicate only with the said Mr. Dileep Singh Mehta, which shall be deemed to be communication with the Lessee and the Lessee hereby irrevocably confirms and accepts the same.
- 24.10 **Developer's Authorized Director:** For the period till construction and completion of the New Building in terms hereof, the Developer has appointed Mr. Sanjay Jain as its authorized director, who shall represent the Developer for all matters connected with this Agreement and the Project and the Lessee shall deal with and communicate only with the said Mr. Sanjay Jain, which shall be deemed to be communication with the Developer and the Developer hereby irrevocably confirms and accepts the same.






10 SEP 2014

25. Termination and Default

- 25.1 **Circumstances of Termination:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
- 25.2 **Liquidated Damages for Delay:** In case the Developer fails and/or neglects to comply with its obligations to construct the Lessee's Allocation in the manner mentioned in clauses 8.4, 8.9.1 and 8.9.2 above and within the Completion Date with Grace Time, then and in such event the Developer shall pay to the Lessee pre-determined liquidated damages of Rs.25,00,000/- (Rupees twenty five lakhs only) per month or part thereof for the delay and in addition to the aforesaid shall pay all sum of money as are actually paid by the Lessee or payable by the Developer directly to the Lessee's Transferees as damages for such delay. If not paid by the Developer, the Lessee shall be entitled to adjust/deduct such damages out of the Security Deposit paid by the Developer to the Lessee hereunder. The Developer confirms that the said pre-determined liquidated damages have been mutually fixed by the Parties and is just and reasonable and the Developer shall not be entitled to dispute or challenge the same.

26. Force Majeure

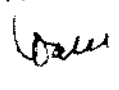
- 26.1 **Meaning of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such 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., not occasioned at the instance or due any laches, negligence, omission or act of the Party committing the default (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.
- 26.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and communicated in writing to the other Party and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

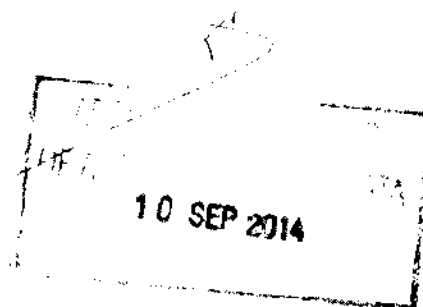
27. Entire Agreement

- 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 accordance with 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 become 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 endeavor 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 an 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.

Wm *Su*



[Handwritten signature]

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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, if applicable.

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 sent by registered post/speed 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 Lessee shall address all such notices and other written communications to Mr. Sanjay Jain, the authorized Director of the Developer and the Developer shall address all such notices and other written communications to Mr. Dileep Singh Mehta, the authorized Director of the Lessee.
- 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 and (2) if sent by registered post/speed 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 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) or facsimile transmission shall be considered not to have been served.

33. **Arbitration:** Any dispute or difference in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Lessee and the Developer (collectively **Disputes**) shall be resolved by referral to arbitration of a sole arbitrator to be appointed by the Lessee's Advocate and the Developer's Advocate by mutual consent (**Sole Arbitrator**), under the Arbitration and Conciliation Act, 1996. 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 Sole Arbitrator shall be entitled to give interim awards/directions regarding the Disputes (4) the Sole Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly available 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 proceeding (6) the directions and interim/final award of the Sole Arbitrator shall be binding on the Parties.

34. **Jurisdiction**

- 34.1 **Court:** In connection with the aforesaid arbitration proceedings, the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.





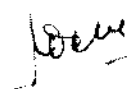

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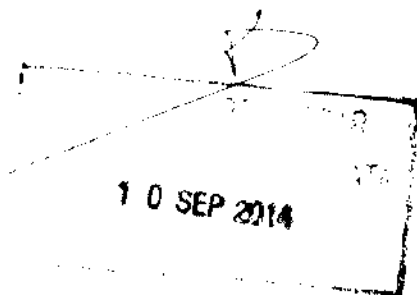
35. Rules of Interpretation

- 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 and interest of Parties to the Said Property 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 includes all other genders.
- 35.5 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 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 preceding.

1st Schedule (Said Property)

Land measuring 53 (fifty three) *cottah* 11 (eleven) *chittack* and 23 (twenty three) square feet equivalent to ~~3593.274~~ (three thousand five hundred ninety three point two seven four) Square meter, more or less together with buildings and structures measuring about 5,000 (five thousand) square feet thereon under demolition in terms of this Agreement, situate, lying at and being Municipal Premises No.6, Jawaharlal Nehru Road (formerly Chowringhee Road), Kolkata-700013, within Ward No.46 of the Kolkata Municipal Corporation, Police Station New Market (formerly Taltala), Sub-Registration District Kolkata, District Kolkata delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

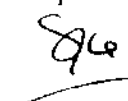


- On the North** : Partly by Premises No.5, Jawaharlal Nehru Road, Kolkata and partly by Premises Nos. 40/1 to 40/5, 41 and 42, Moti Seal Street, Kolkata
- On the East** : Partly by Premises No. 42 and partly by Premises No. 45, Moti Seal Street, Kolkata
- On the South** : By Premises No.7, Jawaharlal Nehru Road, Kolkata
- On the West** : Partly by Premises No.5, Jawaharlal Nehru Road, Kolkata and partly by Jawaharlal Nehru Road, Kolkata.

2nd Schedule
Part I
(Specifications)

Specifications of the New Building:

- Grade "A" modern and hi-tech commercial building
- Modern aesthetic elevation with a combination of glass, Alucobond and high quality all weather paint
- Grand ground floor lobby with flooring of high quality marble
- Elegant common lobby area on each floor with granite stone and modern tiles
- 2 nos. latest high-speed lifts of Mitsubishi/Kone/equivalent make to service all floors of the New Building delineated on **Plan C** annexed hereto and shown in colour **Red** thereon, which shall constitute and be comprised in the Common Portions.
- 2 nos. latest high-speed lifts of the same make as those above to service exclusively the Developer's Allocation with separate exclusive lobby on the ground floor for the Developer Allocation, delineated on **Plan C** annexed hereto and shown in colour **Blue** thereon, which shall not constitute and be comprised in the Common Portions. All agreements/deeds of sub-lease entered by the Lessee with the Lesser's Transferees shall expressly state and provide that the Lessee's Transferees shall be bound by the aforesaid stipulation as regards exclusive lift and lobby of the Developer's Allocation.
- 1 no. service lift of Mitsubishi/Kone/equivalent make to service all floors of the New Building, which shall constitute and be comprised in the Common Portions.
- Lift in rear car parking block to service all floors
- Lift facia with a combination of marble, granite and wood work.
- Common toilet facility in the ground floor for Group D staff
- 100% noise-free Generator power back up for all common areas and facilities
- Power back up through noise-free Generator for individual Units as per requirement (at extra cost)
- Energy efficient air-conditioning system for common areas
- 24 hours Water supply
- Intelligent Fire fighting system
- Multiple Optic Fiber connectivity through various service providers to individual Units
- Building Management System
- CCTV on all floors including common and open areas on ground floor and public address system







SEP 10 1964

- Dedicated Facility Manager's office on Ground Floor
- 24 X 7 Operational Building
- Boom barriers with traffic management system
- Paver blocks or equivalent in driveway

Specifications of Individual Units:

- Unit Flooring: Vitrified Tiles of 2' x 2'
- Walls: POP
- Toilet and Pantry Flooring: Anti skid tiles
- Toilet and Pantry fittings: Kohler or equivalent
- Main Door: Toughened Glass doors with locks
- Windows: Glazed Aluminum windows
- Electricity: Up to one point inside the Unit
- Ledge for placing Air-conditioning units

Part II (Extras)

Reimbursements

1. Charges for H/F electric equipment, cabling and main meter - Rs.60/- (Rupees sixty) per square feet of super built-up area
2. Charges for Generator - Rs.25,000/- per KVA
3. Charges for other amenities and facilities if so mutually decided to be charged from the Transferees by the Parties

Deposits

1. Deposits demanded by CESC Limited and/or other agencies for permanent electric connection in the respective Units of the Transferees - at actual
2. Deposits for maintenance charges - Rs.50/- (Rupees fifty) per square feet of super built-up area
3. Deposits for municipal tax - Rs. 50/- (Rupees fifty) per square feet of super built-up area
4. Sinking Fund - Rs.50/- (Rupees fifty) per square feet of super built-up area

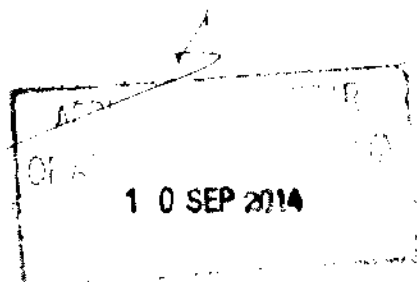
3rd Schedule (Common Portions)

Main Building:

1. Three staircases, landings, lobbies including entrance lobby in the ground floor as aforesaid (but excluding the Developer's exclusive lobby) and stair-covers on the ultimate roof.

Su

lower



2. Ramp leading from the Ground floor to the Basement, First Floor and Second Floor.
3. Concealed electrical wiring and fittings and fixtures for lighting the staircases, landings, lobbies and other Common Portions.
4. 2 nos. high-speed automatic lifts (of minimum 13 passengers each) of Mitsubishi/Kone/equivalent make with all machineries, accessories, cables and equipment (including lift machine rooms and lift well) and lobby on the ground floor as delineated on **Plan C** annexed hereto and shown in colour **Red** thereon.
5. 1 no. service lift of Mitsubishi/Kone/equivalent make to service all floors of the New Building.
6. Electrical installations for connection with main switch and meter and the room/area for the same.
7. Municipal Water supply.
8. Deep tube-well with pump.
9. Underground water reservoir and water pump with motor and water distribution pipes to the overhead water tank and from overhead water tank connecting to different Units.
10. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building and from the Building to the municipal drain.
11. DG Set, its panels, accessories and wirings and space for installation of the same, having capacity of full power back up to run lifts, pumps and for common lighting.
12. Fire fighting system with fire pump room, sprinklers, alarms and smoke detectors as per recommendation of West Bengal Fire and Emergency Services.
13. Intercom connectivity from each Unit to main security.
14. Room for Caretaker/Maintenance In-charge on the ground floor.
15. Restroom and Toilets on the Ground Floor for Group D staff.
16. Security Room on the Ground Floor.
17. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Portions.

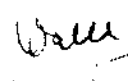
Rear Car Parking Building:

1. One staircase, landing, entrance lobby and stair-cover on the ultimate roof.
2. Ramp leading from the Ground floor up to the Fourth Floor.
3. Concealed electrical wiring and fittings and fixtures for lighting the staircase, landing, entrance lobby and other Common Area and Installations.
4. One high-speed automatic lift (of minimum 8 passenger) of Mitsubishi/Kone/equivalent make with all machineries, accessories, cables and equipment (including lift machine room) and lift well.
5. Electrical installations including room for High Tension and Low Tension connection with main switch and meter and the room/areas for the same.

4th Schedule Part I (Lessee's Allocation)

The entirety of the 3rd to the 9th floor of the New Building, delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon.





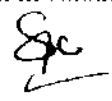
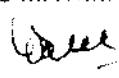


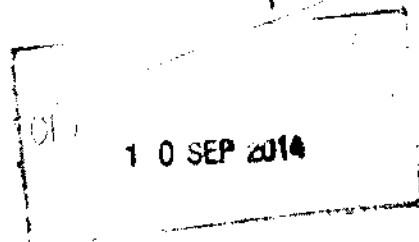
88 (Eighty eight) Car Parking spaces to be equitably distributed in covered spaces like basement, ground, 1st and 2nd floors of Main Building and dedicated parking building and open spaces and delineated in **Plan D** annexed hereto and bordered in colour **Red** thereon.

Part II
(Developer's Allocation)

The entirety of the 10th to the 18th floor of the New Building, delineated on **Plan B** annexed hereto and bordered in colour **Blue** thereon.

112 (One hundred and twelve) Car Parking spaces to be equitably distributed in covered space like basement, ground, 1st and 2nd floors of Main Building and dedicated parking building and open spaces and delineated in **Plan D** annexed hereto and bordered in colour **Blue** thereon.



36. Execution and Delivery

In Witness Whereof the Parties have executed this Agreement on the date hereinafter shown.

FOR JAMES GLENDY & CO. PVT. LTD.


Director / Authorised Signatory

[Lessee]

Real Estate Developer Ltd

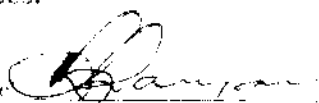


[Developer]

Drafted by: Tanmay Jalan
Advocate, High Court

Tanmay Jalan
76, K.S. Roy Road
Kolkata - 700001

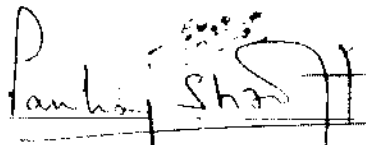
Witnesses:

Signature 

Name Deepak Bhargava

Father's Name Late P.N. Bhargava

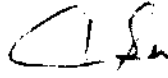
Address 7/48, Tilak Nagar,
Kanpur

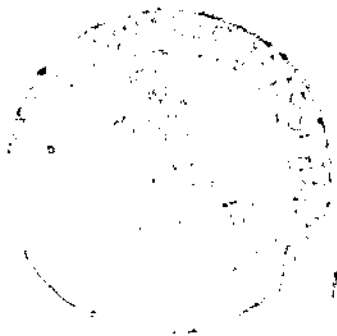
Signature  Advocate

Name PANKAJ SHROFF

Father's Name Late Gaurind Shroff

Address 4 Govt. Place (N), Oliva House
8th floor, Kalkata Road

 Advocate
AVIK SAHA
Late K.K. Saha
7C, K.S. Roy Road
Kolkata - 700001



10 SEP 2014

Receipt And Memo of Consideration

Received from the withinnamed Developer the withinmentioned sum of Rs.2,50,00,000/- Rupee two crore and fifty lakhs interest free refundable security deposit in the name mentioned below

Mode	Date	Bank	Amount
Pay Order No. 392606	05/06/2014	Axis Bank	10,00,000
R TGS No. UTIBH14191691741	10/07/2014	Axis Bank	1,00,00,000
Pay Order No. 397357	08/09/2014	Axis Bank	1,25,00,000
			2,50,00,000

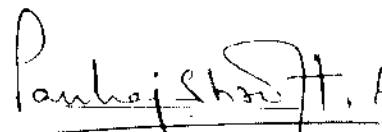
FOR JAMES GLENDYE & CO. PVT. LTD.


Director / ~~Authorised~~ Signatory

[Lessee]

Witnesses:

Signature 
Name Deepak Bhargava

Signature 
Name ANSHAJ SHROFF


Avik SAHA



PREMISES NO. 4, 40/1 TO 40/5,
MOTI SEAL STREET
TWO STORED BUILDING

PREMISES NO. 4, 40/1 TO 40/5,
MOTI SEAL STREET
ONE STORED BUILDING

PREMISES NO. 42 AND 45
MOTI SEAL STREET
THREE STORED BUILDING

PREMISES NO. 6,
JAWAHARLAL NEHRU ROAD

PREMISES NO. 7, JAWAHARLAL NEHRU ROAD
FOUR STORED BUILDING
METROPOLITAN HOUSE

FOR JAMES GLENDY & CO. PVT. LTD.

Survey No. 29889 (97-6)

Sana, An

Director / Authorised Signatory

PREMISES NOS. 5,
JAWAHARLAL NEHRU ROAD
A.C. S.H.E.D.
METRO CINEMA HALL

AS PER RECORD 29889 (97-6)
AS PER SITE 50333 (185-0)

JAWAHARLAL NEHRU ROAD

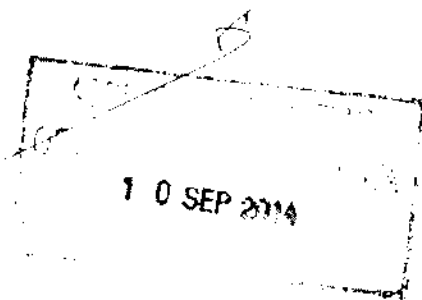
SITE PLAN
SCALE=1:600

AREA OF LAND:-
3593.274 SQM. 38678 SQ FT
2B-13KHATA-11 CH-23 SQ FT (MORE OR LESS)

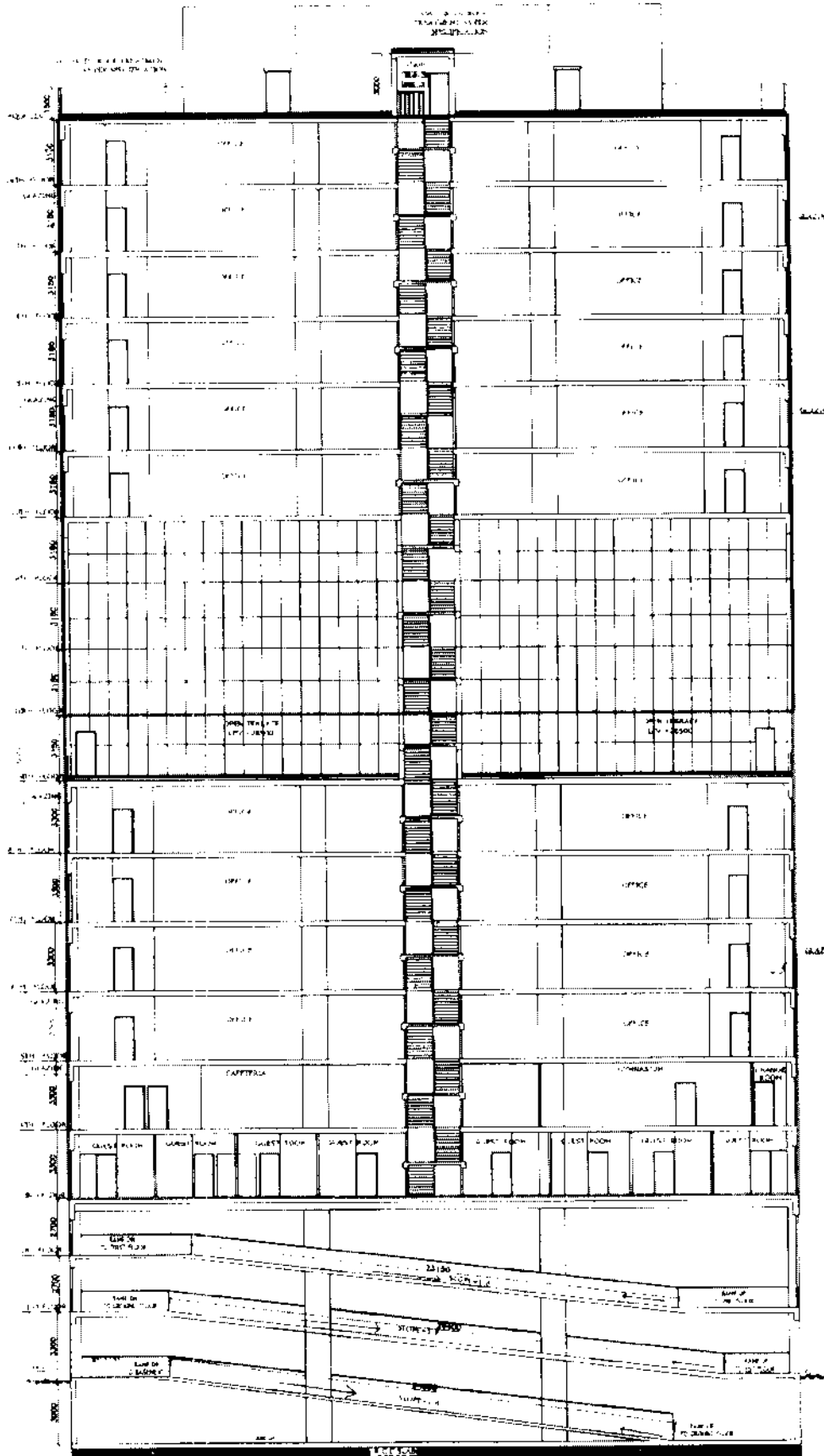
SITE PLAN OF PREMISES NO. 6
JAWAHARLAL NEHRU
ROAD, WARD NO.-46, BOROUGH
NO.-VI, KOLKATA-700013



SCALE=1:600



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



SECTIONAL VIEW OF MAIN BUILDING

FOR JAMES GLENDYNE & CO. PVT. LTD.

Director / Authorised Signatory

[Signature]

[Signature]

PROPOSED ADDITIONAL BUILDING AND
FRONTING AND SIDE WALLS TO BE
WALLING AND ROOFING TO BE
KOT KATER TOWN

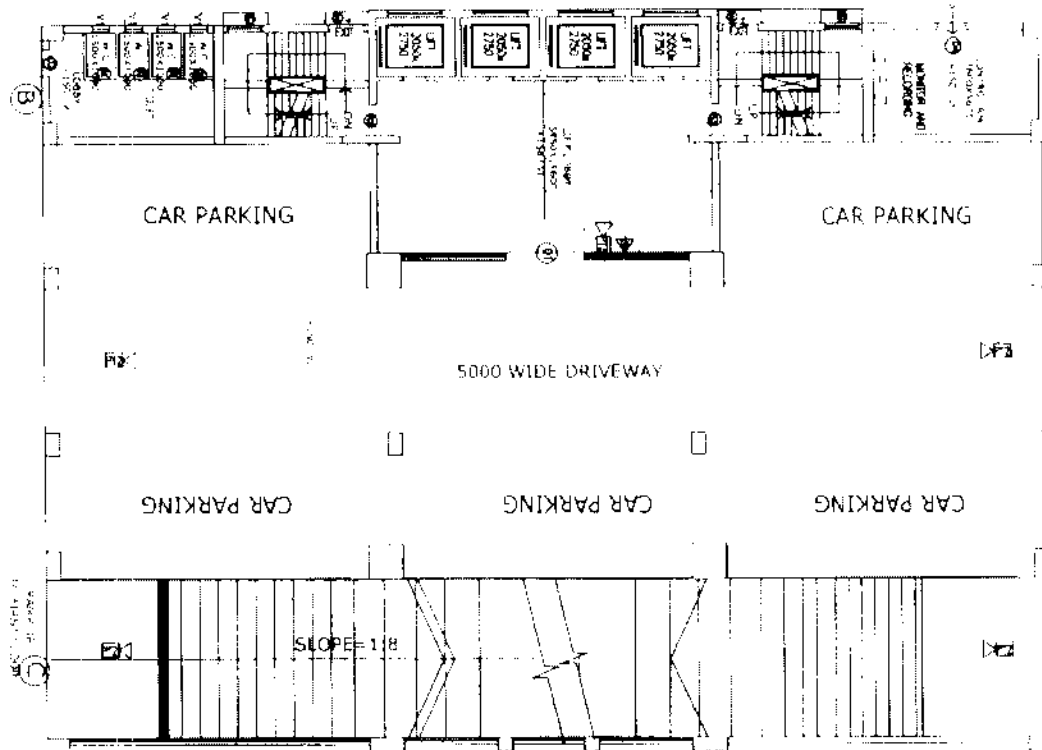
SECTIONAL VIEW OF MAIN BUILDING

SCALE

DATE



1974



FOR JAMES GLENDY & CO. PVT. LTD.

Director / Authorised Signatory

Sandhu

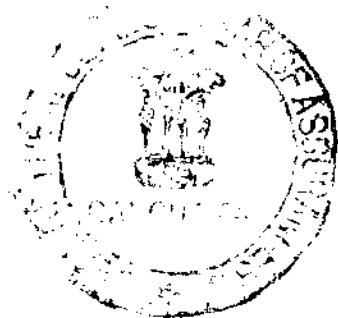
TITLE
GROUND FLOOR PLAN

PROPOSED R+G+XVIII MAIN BUILDING AT
PREMISES NO-6 JAWAHARLAL NEHRU ROAD,
WARD NO-46, BOROUGH NO-VI,
KOLKATA-700013

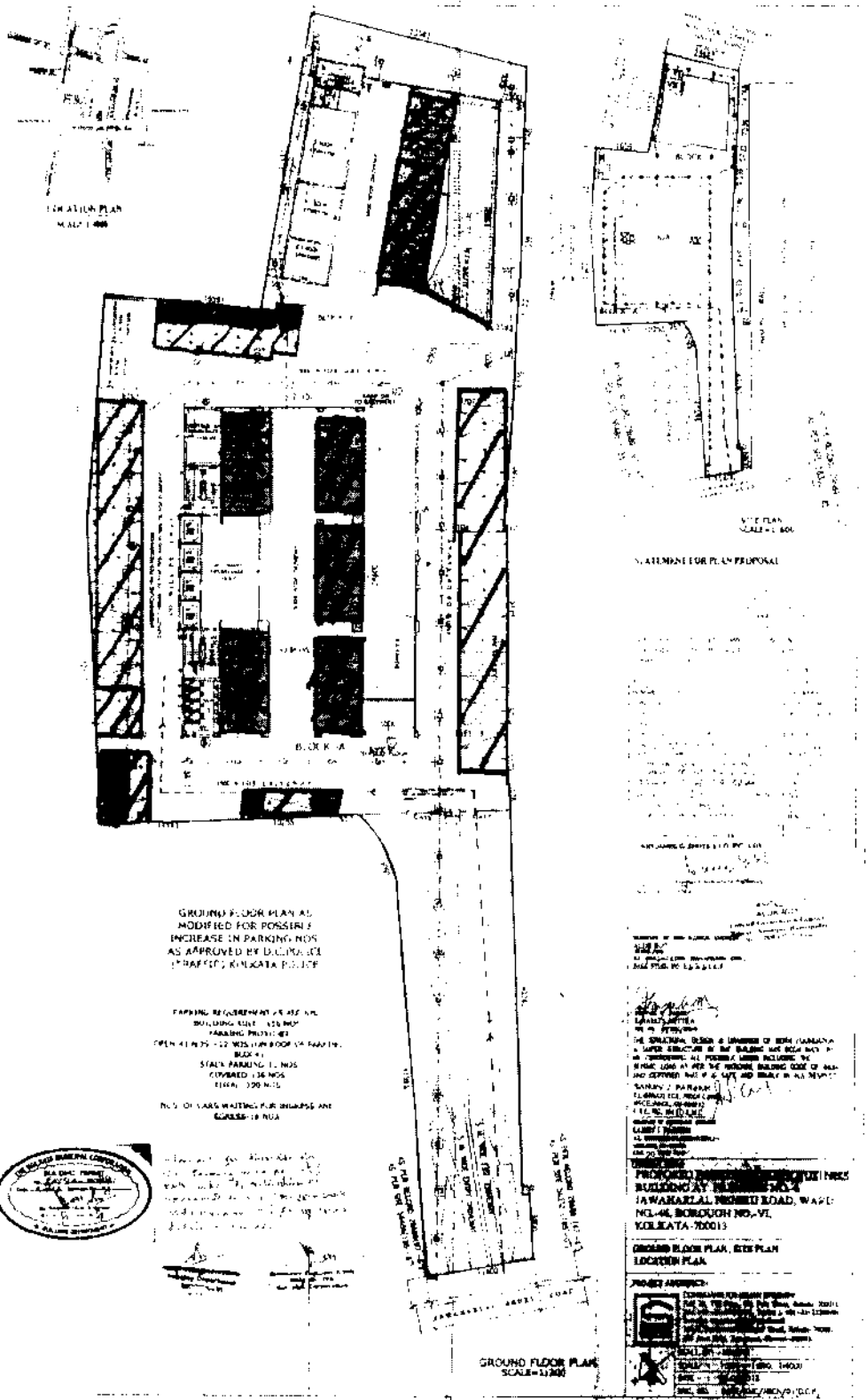
LEGEND
EXCLUSIVE FOR
DEVELOPER
COMMON
PORTION



PLAN - C



10 SEP 2008

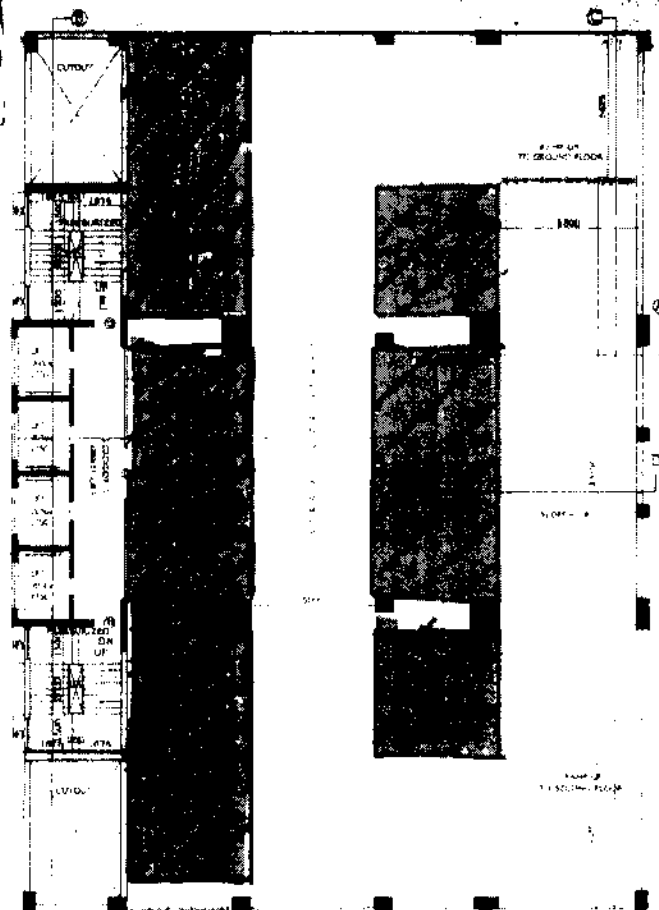


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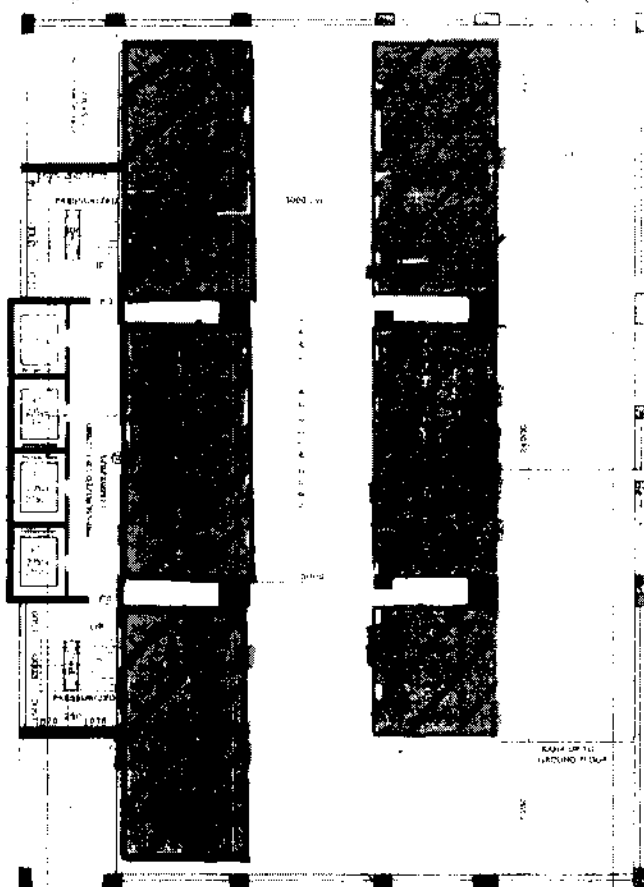
- - OPEN
- - COVERED
- - STACK

- - DEVELOPER'S ALLOCATION
- - LESSEES' ALLOCATION





FIRST FLOOR PLAN



BASEMENT FLOOR PLAN

SCHEDULE OF DOORS

TYPE	MASSWORK LIFTING	REMARKS
WIDTH	HEIGHT	
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR
1.00	2.10	DOOR TO GROUND FLOOR

SCHEDULE OF WINDOWS

TYPE	MASSWORK LIFTING	REMARKS
WIDTH	HEIGHT	
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR
1.00	1.50	WINDOW TO GROUND FLOOR

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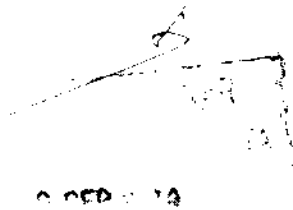
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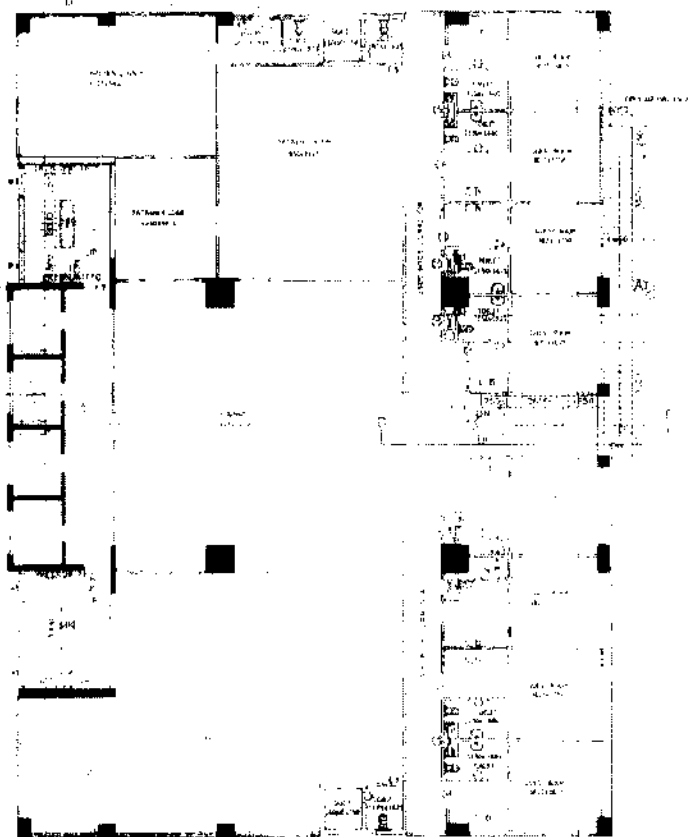
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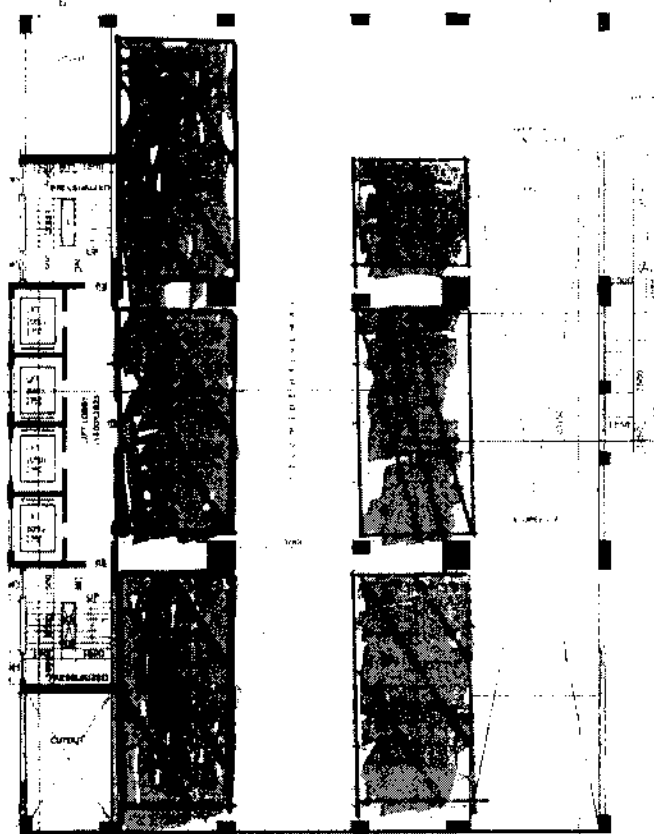
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THIRD FLOOR PLAN



SECOND FLOOR PLAN

Scale: 1/4" = 1'-0"

SCHEDULE OF WINDOWS

TYPE	WIDTH	HEIGHT	REMARKS
1	4'-0"	6'-0"	1
2	4'-0"	6'-0"	1
3	4'-0"	6'-0"	1
4	4'-0"	6'-0"	1
5	4'-0"	6'-0"	1
6	4'-0"	6'-0"	1
7	4'-0"	6'-0"	1
8	4'-0"	6'-0"	1
9	4'-0"	6'-0"	1
10	4'-0"	6'-0"	1
11	4'-0"	6'-0"	1
12	4'-0"	6'-0"	1
13	4'-0"	6'-0"	1
14	4'-0"	6'-0"	1
15	4'-0"	6'-0"	1
16	4'-0"	6'-0"	1
17	4'-0"	6'-0"	1
18	4'-0"	6'-0"	1
19	4'-0"	6'-0"	1
20	4'-0"	6'-0"	1
21	4'-0"	6'-0"	1
22	4'-0"	6'-0"	1
23	4'-0"	6'-0"	1
24	4'-0"	6'-0"	1
25	4'-0"	6'-0"	1
26	4'-0"	6'-0"	1
27	4'-0"	6'-0"	1
28	4'-0"	6'-0"	1
29	4'-0"	6'-0"	1
30	4'-0"	6'-0"	1
31	4'-0"	6'-0"	1
32	4'-0"	6'-0"	1
33	4'-0"	6'-0"	1
34	4'-0"	6'-0"	1
35	4'-0"	6'-0"	1
36	4'-0"	6'-0"	1
37	4'-0"	6'-0"	1
38	4'-0"	6'-0"	1
39	4'-0"	6'-0"	1
40	4'-0"	6'-0"	1
41	4'-0"	6'-0"	1
42	4'-0"	6'-0"	1
43	4'-0"	6'-0"	1
44	4'-0"	6'-0"	1
45	4'-0"	6'-0"	1
46	4'-0"	6'-0"	1
47	4'-0"	6'-0"	1
48	4'-0"	6'-0"	1
49	4'-0"	6'-0"	1
50	4'-0"	6'-0"	1
51	4'-0"	6'-0"	1
52	4'-0"	6'-0"	1
53	4'-0"	6'-0"	1
54	4'-0"	6'-0"	1
55	4'-0"	6'-0"	1
56	4'-0"	6'-0"	1
57	4'-0"	6'-0"	1
58	4'-0"	6'-0"	1
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62	4'-0"	6'-0"	1
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64	4'-0"	6'-0"	1
65	4'-0"	6'-0"	1
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74	4'-0"	6'-0"	1
75	4'-0"	6'-0"	1
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78	4'-0"	6'-0"	1
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80	4'-0"	6'-0"	1
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94	4'-0"	6'-0"	1
95	4'-0"	6'-0"	1
96	4'-0"	6'-0"	1
97	4'-0"	6'-0"	1
98	4'-0"	6'-0"	1
99	4'-0"	6'-0"	1
100	4'-0"	6'-0"	1

FOR JAMES GLENDY & CO. PVT. LTD.

SHOW THE IN GROUND
ALONG RUN

Signature
SAUGATA MITTA
20/01/2018

THE STRUCTURAL DESIGN & DRAWING
FOUNDATION & SUPER-STRUCTURE
WITH SLOPE BY THE ENGINEERING
DESIGNING AND DRAWING
GENERAL DESIGN & DRAWING
AND THE DESIGN

SANJIV J. PANDIT
20/01/2018
PRICE AND ANNOTATION
FLOORING AND LAMINATE
SANDY J. PANDIT
20/01/2018
PRICE AND ANNOTATION
FLOORING AND LAMINATE

PROPOSED B+C+XVIII
BUSINESS BUILDING AT
PREMISES NO. 6 JAWAHARLAL NEHRU
ROAD, WARD NO. 46, BOROUBI NO. VI
KOLKATA - 700013

BLOCK - A
SECOND FLOOR AND THIRD FLOOR PLAN

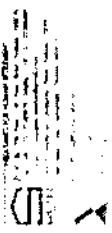
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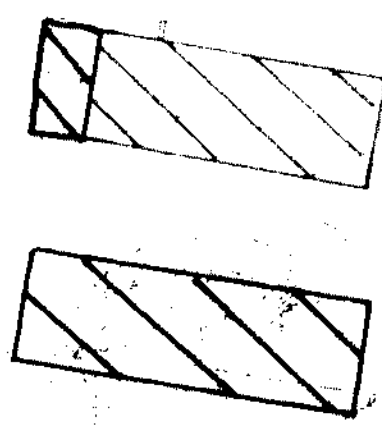
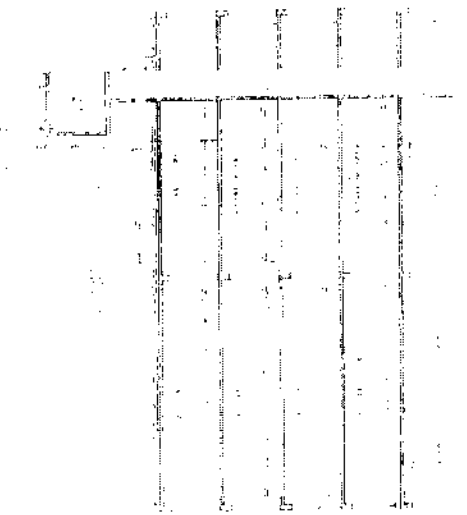
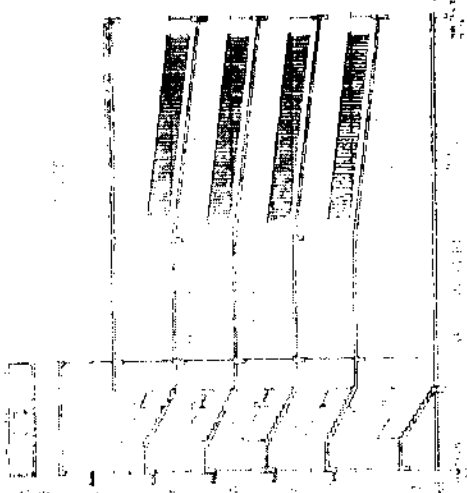


PLAN

COMPASSED BY: J. K. KUMAR
BY: J. K. KUMAR
BUILDING AT: PRAJAPATI NO. 4
M. A. H. ROAD, AL. ROAD, ROAD
WARD NO. 40, BOROMI, CHING, VI
3rd FLOOR, 10000
FLOOR PLANS & SECTIONS
J. K. KUMAR
J. K. KUMAR



SECTION



FOR JAMES GLENDY & CO. PVT. LTD.

Sanalau
Authorised Signatory

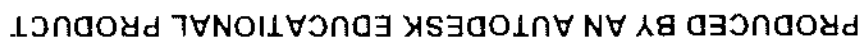
James
Director / Authorised Signatory

FOURTH FLOOR PLAN

FOURTH FLOOR PLAN



10 SEP 2014



1000

Director / Authorised Signatory

50

PROPOSED B&O VALUATION SUBJECT
AT PREMISES 6140 W. 13TH AVE.
NEHIKI ROAD WARDEN
BOROUGH OF ELLERRE

FULL

|||, $\frac{1}{2}$ |||,

[illegible]



10 SEP 1994

SPECIMEN FORM TEN FINGER PRINTS

Signature of the
executants and/or
purchaser
Presentants



Sam A. Iain



Sam A. Iain

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little
Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



Dated this 8th day of September, 2014

Between

James Glendye & Company Private Limited
... Lessee

And

Siddha Real Estate Development Private Limited
... Developer

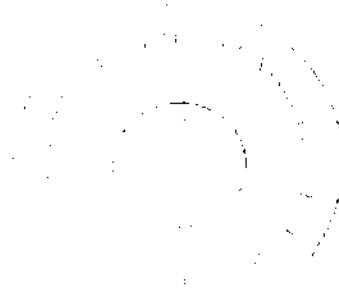
DEVELOPMENT AGREEMENT

Premises No.6, Jawaharlal Nehru Road
Police Station New Market
Kolkata-700013

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

page 100 any rule 6.9.

1. The first part of the
document is the "Introduction"
which is dated 10/10/14.
The second part is the "Goal 1911"



1. The first part of the document is dated 10/10/14
2. The second part of the document is dated 10/10/14
3. The third part of the document is dated 10/10/14
4. The fourth part of the document is dated 10/10/14