

12337/2014

12618/14



अभिषेक पश्चिम बंगाल WEST BENGAL

9-29487/14
10-10,03,08,49/-



Addl. Registrar of Assurances
Kolkata

Certified that the Document is admitted to
Registration, Stamp Sheet and the
endorsement sheets attached to this document
are the part of this Document.

Additional Registrar
of Assurances-II, Kolkata

DEVELOPMENT AGREEMENT

1. Date: 30th September, 2014
2. Place: Kolkata
3. Parties:

[Signature]

[Signature]

[Signature]

[Signature]

25 JUL 2014

SL. NO. 20511 DATE.....
NAME.....
ADD.....
AMT 1001 ✓



Tanuja Saha



e-7619

SHIVRATRI PROMOTERS PRIVATE LIMITED
SHIVPAWAN INFRACON PRIVATE LIMITED
BLOCKDEAL NIRMAN PRIVATE LIMITED
PANCHMURTI COMPLEX PRIVATE LIMITED
PANCHMURTI HIRISE PRIVATE LIMITED
RUDRAMUKHI RESIDENCY PRIVATE LIMITED
RUDRAMUKHI PROMOTERS PRIVATE LIMITED
POWER POINT TRACOM PVT. LTD.
COOLHUT INFRASTRUCTURE PRIVATE LIMITED
COOLHUT PROMOTERS PRIVATE LIMITED
COOLHUT REALITY PRIVATE LIMITED
SUN VIEW INFRACON PVT. LTD.
TROPEX VANIJYA PRIVATE LIMITED
Adharseela Tie-up Private Limited
DEVPUJAN HIRISE PRIVATE LIMITED
DEVPUJAN ENCLAVE PRIVATE LIMITED
COOLHUT HOUSING PRIVATE LIMITED
Power Point Builders Private Limited
PAWANSATHI RESIDENCY PRIVATE LIMITED
SHIVPAWAN DEVELOPERS PRIVATE LIMITED
RUDRAMUKHI HIRISE PRIVATE LIMITED
DEVPUJAN REAL ESTATE PRIVATE LIMITED
COOLHUT PROPERTIES PRIVATE LIMITED
RUDRAMUKHI CONSTRUCTIONS PRIVATE LIMITED
BLOCKDEAL HIRISE PRIVATE LIMITED
PAWANSHIV HOUSING PRIVATE LIMITED
Paramount Trexim Private Limited
PANCHMURTI PROMOTERS PRIVATE LIMITED
COOLHUT BUILDCON PRIVATE LIMITED

Phosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Swapan Kan



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

Endorsement For Deed Number : I - 12618 of 2014
(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

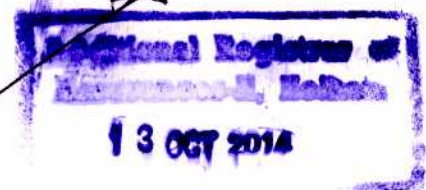
On 30/09/2014

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

Presented for registration at 15.47 hrs on :30/09/2014, at the Private residence by Taniya Saha
,Executant.

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

Execution is admitted on 30/09/2014 by



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 7



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

Endorsement For Deed Number : I - 12618 of 2014
(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

1. Taniya Saha

Authorised Signatory, Blockdeal Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Blockdeal Nirman Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Vostro Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Blockdeal Infracon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Promoters Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Blockdeal Residency Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Nirman Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Infracon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Properties Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

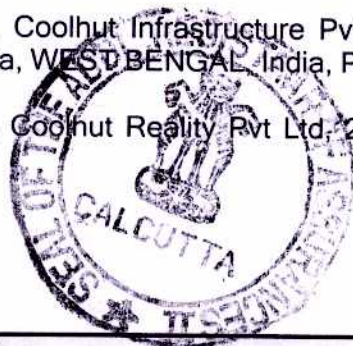
Authorised Signatory, Coolhut Builders Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Buildcon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Residency Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Infrastructure Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Reality Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100





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

Endorsement For Deed Number : I - 12618 of 2014
(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Projects Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Panchmurti Infracon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Panchmurti Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Panchmurti Promoters Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Panchmurti Constructions Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Panchmurti Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawansathi Builders Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawansathi Enclave Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawansathi Buildcon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawansathi Residency Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

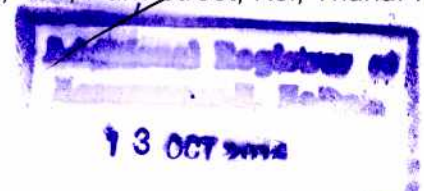
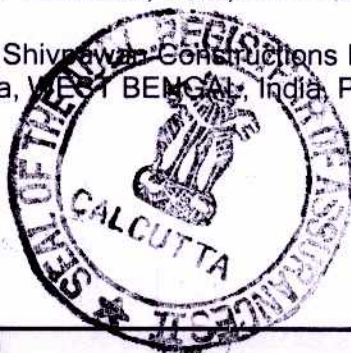
Authorised Signatory, Pawansathi Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Devpujan Realestate Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Megapix Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivpawan Enclave Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivpawan Constructions Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 12618 of 2014

(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

Authorised Signatory, Shivpawan Developers Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivpawan Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivpawan Housing Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivpawan Heights Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivratri Nirman Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Paramount Trexim Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Power Point Tracom Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Tropex Vanijya Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Wonder Vyapaar Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Enclave Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Coolhut Housing Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Power Point Buildcon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Power Point Dealers Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Sun View Infracon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Aadharseeela Dealers Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Power Point Realty Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.



(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 4 of 7



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

Endorsement For Deed Number : I - 12618 of 2014
(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

Authorised Signatory, Aadharseela Tie Up Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Power Point Tie Up Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivpawan Infracon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawanshiv Enclave Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawanshiv Griha Nirman Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawanshiv Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Pawanshiv Housing Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Rudramukhi Residency Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Rudramukhi Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Devpujan Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Rudramukhi Promoters Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Rudramukhi Constructions Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Rudramukhi Complex Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Devpujan Residency Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Devpujan Hirise Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Devpujan Enclave Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 12618 of 2014
(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Devpujan Infracon Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street,
 District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Shivratri Promoters Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street,
 District:-Kolkata, WEST BENGAL, India, Pin :-700016.

, By Profession : Others

2. Raghwendra Mishra
 Authorised Signatory, Siddha Waterfront L L P, 6th Floor, Siddha Park, 99 A, Park Street, Kol,
 Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
 , By Profession : Others

Identified By Swapan Kar, son of R N Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kol,
 District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Dinabandhu Roy)
 ADDL. REGISTRAR OF ASSURANCES-II

On 08/10/2014

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.-8,03,06,349/-

Certified that the required stamp duty of this document is Rs.- 75070 /- and the Stamp duty paid as:
 Impresive Rs.- 100/-

(Dinabandhu Roy)
 ADDL. REGISTRAR OF ASSURANCES-II

On 13/10/2014

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 : 48(d), 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 112.00/-, on 13/10/2014

(Under Article : ,E = 28/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 13/10/2014)

Deficit stamp duty

Deficit stamp duty Rs. 75070/- is paid by the draft number 219597, Draft Date 13/10/2014, Bank :
 State Bank of India, DALHOUSIE SQUARE, received on 13/10/2014



(Dulal chandraSaha)
 ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 12618 of 2014
(Serial No. 12337 of 2014 and Query No. 1902L000029457 of 2014)

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



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 7 of 7

- 3.1 **Blockdeal Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.2 **Blockdeal Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.3 **Vostro Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.4 **Blockdeal Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.5 **Coolhut Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.6 **Blockdeal Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.7 **Coolhut Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.8 **Coolhut Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.9 **Coolhut Properties Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.10 **Coolhut Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.11 **Coolhut Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.12 **Coolhut Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.13 **Coolhut Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street




BLOCKDEAL RESIDENCY PRIVATE LIMITED

PAWANSATHI ENCLAVE PRIVATE LIMITED

PAWANSHIV ENCLAVE PRIVATE LIMITED

COOLHUT COMPLEX PRIVATE LIMITED

PAWANSATHI BUILDCON PRIVATE LIMITED

COOLHUT INFRACON PRIVATE LIMITED

COOLHUT RESIDENCY PRIVATE LIMITED

SHIVPAWAN ENCLAVE PRIVATE LIMITED

COOLHUT ENCLAVE PRIVATE LIMITED

SHIVPAWAN COMPLEX PRIVATE LIMITED

PANCHMURTI INFRACON PRIVATE LIMITED

COOLHUT HIRISE PRIVATE LIMITED

PAWANSATHI HIRISE PRIVATE LIMITED

VOSTRO COMPLEX PRIVATE LIMITED

DEVPUJAN RESIDENCY PRIVATE LIMITED

Power Point Reality Private Limited

COOLHUT PROJECTS PRIVATE LIMITED

SHIVPAWAN HEIGHTS PRIVATE LIMITED

POWER POINT TIE UP PVT. LTD.

COOLHUT BUILDERS PRIVATE LIMITED

PAWANSHIV HIRISE PRIVATE LIMITED

DEVPUJAN COMPLEX PRIVATE LIMITED

RUDRAMUKHI COMPLEX PRIVATE LIMITED

SHIVRATRI NIRMAL PRIVATE LIMITED

SHIVPAWAN CONSTRUCTIONS PRIVATE LIMITED

DEVPUJAN INFRACON PRIVATE LIMITED

PAWANSHIV GRIHA NIRMAL PRIVATE LIMITED

PANCHMURTI CONSTRUCTIONS PRIVATE LIMITED

Power Point Dealers Private Limited

COOLHUT NIRMAL PRIVATE LIMITED

BLOCKDEAL INFRACON PRIVATE LIMITED

PAWANSATHI BUILDERS PRIVATE LIMITED

MEGAPIX COMPLEX PRIVATE LIMITED

SHIVPAWAN HOUSING PRIVATE LIMITED

Aadharseela Dealers Pvt Limited

SIDDHA WATERFRONT LLP

Tanuja Saha
Designated Partner.

Director / Authorised Signatory

Shweta K.



- 3.14 **Coolhut Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.15 **Coolhut Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.16 **Coolhut Reality Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.17 **Coolhut Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.18 **Panchmurti Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.19 **Panchmurti Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.20 **Panchmurti Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.21 **Panchmurti Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.22 **Panchmurti Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.23 **Pawansathi Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.24 **Pawansathi Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.25 **Pawansathi Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.26 **Pawansathi Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street





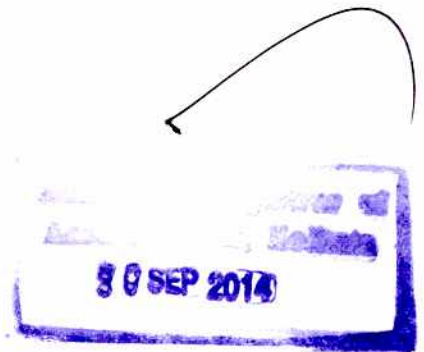

c-7620

SIDDHA WATERFRONT LLP

Ramesh

Director / Authorised Signatory

Swapan Kar
S/o R.N. Kar
7c. K. S. Roy Road
Kolkali, Talooat
Service



- 3.27 **Pawansathi Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.28 **Devpujan Realestate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.29 **Megapix Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.30 **Shivpawan Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.31 **Shivpawan Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.32 **Shivpawan Developers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.33 **Shivpawan Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.34 **Shivpawan Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.35 **Shivpawan Heights Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.36 **Shivratri Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.37 **Paramount Trexim Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.38 **Power Point Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.39 **Tropex Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street



30 SEP 2010

- 3.40 **Wonder Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.41 **Coolhut Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.42 **Coolhut Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.43 **Power Point Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.44 **Power Point Dealers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.45 **Sun View Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.46 **Aadharseela Dealers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.47 **Power Point Realty Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.48 **Aadharseela Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.49 **Power Point Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.50 **Shivpawan Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.51 **Pawanshiv Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street.
- 3.52 **Pawanshiv Griha Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street

B





- 3.53 **Pawanshiv Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.54 **Pawanshiv Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.55 **Rudramukhi Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street.
- 3.56 **Rudramukhi Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.57 **Devpujan Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.58 **Rudramukhi Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.59 **Rudramukhi Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.60 **Rudramukhi Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.61 **Devpujan Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.62 **Devpujan Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.63 **Devpujan Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.64 **Devpujan Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street
- 3.65 **Shivratri Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Kolkata-700016, Police Station Park Street






all jointly represented by their authorized signatory, **Taniya Saha**, daughter of Babulal Saha, working for gain at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

(collectively **Owners**, includes successors-in-interest)

And

- 3.66 **Siddha Waterfront LLP** (formerly known as Siddha Town Khardah LLP), a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 6th Floor, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN ACJFS0719H**), represented by its authorized signatory, **Raghwendra Mishra**, son of Ajit Kumar Mishra, working for gain at Siddha Park, 99A Park Street, Kolkata-700 016, Police Station Park Street

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

Owners and Developer individually **Party** and collectively **Parties**.

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

4. Background

- 4.1 **Ownership of Said Property:** The Owners are the absolute and undisputed owners and possessor of land measuring 557.683 (five hundred and fifty seven point six eight three) decimal, [equivalent to 337.99 (three hundred and thirty seven point nine nine) *cottah*] more or less, comprised in R.S. *Dag* Nos. 696, 697, 698, 699, 700, 737, 743, 744, 749, 750 and 754, corresponding to L.R. *Dag* Nos. 1595, 1596, 1597, 1590, 1598, 1599, 1661, 1702, 1635, 1704, 1703 and 1705, recorded in L.R. *Khatian* Nos. 3635, 3641, 3642, 3643, 3811, 3810, 3640, 3664, 3644, 3756, 3757, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3758, 3652, 3799, 3653, 3654, 3655, 3656, 3657, 3812, 3809, 3808, 3828, 3825, 3826, 3827, 3823, 3824, 3833, 3754, 3636, 3755, 3637, 3638, 3639, 3801, 3802, 3803, 3807, 3804, 3805, 3806, 3858, 3655, 3659, 3660, 3759, 3760, 3761, 3661, 3762, 3764, 3763, 3765, 3663, 3766 and 3762, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of *inter alia* Patulia Gram Panchayet (**PGP**), Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas, as described in the **Schedule** below, free from all encumbrances.
- 4.2 **Owners' Representations:** The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens* (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or entity (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have full right, power and authority to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder



and/or restrict the appointment and grant of rights to the Developer under this Agreement.

4.3 **Developer's Representations:** The Developer has represented and warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer has and/or shall enter into several agreements with the owners of contiguous and other properties near the Said Property (collectively **Adjacent Owners**) for composite development of such contiguous and other properties near the Said Property (collectively **Adjacent Properties**) (3) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (4) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

4.4 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new residential buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the sanctioned building plans (**Sanctioned Plans**, which includes all sanctioned/permissible modifications to be made thereto by the Developer, if any, from time to time) from PGP and other concern authorities (collectively **Planning Authorities**) and prepared by Messieurs Agrawal & Agrawal, Architects (**Architect**).

4.5 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

5. **Appointment and Commencement**

5.1 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.

5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

6. **Sanction and Construction**

6.1 **Sanctioned Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction and/or modification and/or extension and/or addition of the Sanctioned Plans to ensure that full potential of FAR of the Said Property is utilized for construction of the New Buildings. It is clarified that the Developer shall be responsible for obtaining all approvals of any nature whatsoever needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate).

6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision



charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

- 6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.
- 6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings, common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). It is clarified that the Adjacent Properties/any other adjacent or contiguous properties if developed by the Developer may be notionally or actually integrated or added to the Said Property in so far as sharing of common amenities and facilities are concerned such as club, roads, passages, green areas, gates, water connection, water reservoirs, sewage connection, lighting of streets, generator, transformer etc. The Owners confirm that they have no objection to this and the Developer shall be free to do anything that the Developer deems fit and proper in this regard.
- 6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotation, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 6.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operation that may be necessary for successful completion of the Project.

7. Possession

- 7.1 **Possession of Said Property:** At or before the execution of this Agreement, the Owners have delivered vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.

8. Powers and Authorities

- 8.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its nominees necessary Power of Attorney (1) for the purpose of getting the Plans sanctioned/revalidated/modified/alterd/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) for construction of the New Buildings and booking and sale of the flats and spaces in the New Buildings (collectively **Units**) to prospective purchasers (collectively **Intending Purchasers**).






- 8.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

9. Owners' Consideration

- 9.1 **Owners' Allocation:** In consideration of the Owners granting development right of the Said Property to the Developer in the manner mentioned herein, the Developer shall allot the built up area in the Project, as per the chart mentioned below (collectively **Owners' Allocation**). The Developer shall be entitled to the balance of the Built up area in the Project.

Sl. No.	Owners' Name	Built-up area (in sq.ft)
1	Shivratri Nirman Private Limited	770
2	Shivratri Promoters Private Limited	770
3	Pawanshiv Enclave Private Limited	2140
4	Tropex Vanijya Private Limited	2140
5	Wonder Vyapaar Private Limited	2140
6	Aadharseela Dealers Private Limited	1970
7	Devpujan Complex Private Limited	2140
8	Devpujan Enclave Private Limited	2140
9	Devpujan Hirise Private Limited	2140
10	Devpujan Residency Private Limited	2140
11	Pawanshiv Griha Nirman Private Limited	2140
12	Pawanshiv Hirise Private Limited	2140
13	Pawanshiv Housing Private Limited	2140
14	Power Point Dealers Private Limited	1970
15	Power Point Tracom Private Limited	2140
16	Rudramukhi Complex Private Limited	2140
17	Rudramukhi Constructions Private Limited	2140
18	Rudramukhi Hirise Private Limited	2140
19	Rudramukhi Promoters Private Limited	2140
20	Rudramukhi Residency Private Limited	2140
21	Sun View Infracon Private Limited	1970
22	Aadharseela Tie Up Private Limited	1970
23	Paramount Trexim Private Limited	2140
24	Power Point Realty Private Limited	1970
25	Power Point Tie Up Private Limited	1970
26	Coolhut Promoters Private Limited	2370
27	Coolhut Enclave Private Limited	2140
28	Coolhut Housing Private Limited	2140
29	Coolhut Infrastructure Private Limited	2140
30	Coolhut Projects Private Limited	2140
31	Coolhut Properties Private Limited	2140



30 SEP 2014

32	Coolhut Reality Private Limited	2140
33	Coolhut Residency Private Limited	2140
34	Panchmurti Complex Private Limited	2140
35	Panchmurti Constructions Private Limited	2140
36	Panchmurti Hirise Private Limited	2140
37	Panchmurti Infracon Private Limited	2140
38	Panchmurti Promoters Private Limited	2140
39	Pawansathi Buildcon Private Limited	2140
40	Pawansathi Builders Private Limited	2140
41	Pawansathi Enclave Private Limited	2140
42	Pawansathi Residency Private Limited	2140
43	Vostro Complex Private Limited	2210
44	Pawansathi Hirise Private Limited	1900
45	Blockdeal Residency Private Limited	2140
46	Coolhut Buildcon Private Limited	2140
47	Coolhut Builders Private Limited	2140
48	Coolhut Complex Private Limited	2140
49	Coolhut Hirise Private Limited	2140
50	Power Point Buildcon Private Limited	1970
51	Blockdeal Infracon Private Limited	2210
52	Blockdeal Nirman Private Limited	2210
53	Coolhut Nirman Private Limited	2690
54	Coolhut Infracon Private Limited	2690
55	Devpujan Infracon Private Limited	950
56	Blockdeal Hirise Private Limited	1190
57	Megapix Complex Private Limited	2200
58	Devpujan Real Estate Private Limited	1330
59	Shivpawan Complex Private Limited	2480
60	Shivpawan Constructions Private Limited	2480
61	Shivpawan Developers Private Limited	2380
62	Shivpawan Enclave Private Limited	3070
63	Shivpawan Heights Private Limited	2480
64	Shivpawan Housing Private Limited	2480
65	Shivpawan Infracon Private Limited	2540

- 9.2 **Entitlement of Developer:** In consideration of the Developer agreeing to provide the Owners' Allocation to the Owners, the Developer shall be entitled to develop the Said Property in the manner mentioned in this Agreement and shall be entitled to sell, transfer, encumber or otherwise alienate or dispose off the Said Property and/or any Unit in the Project to any third party at the sole discretion of the Developer and in the manner as may be deemed fit by the Developer and to appropriate the entire consideration therefor without any claim of any nature whatsoever of the Owners.






10. Obligations of Developer

- 10.1 **Compliance with Laws:** The development shall commence as per the Sanctioned Plans, schemes, rules, regulations, by-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such development and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 10.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.

11. Obligations of Owners

- 11.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 11.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 11.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documents and information relating to the Said Property as may be required by the Developer from time to time.
- 11.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 11.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.6 **No Dealing with Said Property:** The Owners hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Said Property or any portions thereof, without the express consent and confirmation of the Developer.
- 11.7 **Execution of Sale Agreements, Conveyances etc.:** The Owners hereby covenant that the Owners, at the request of the Developer, shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the New Buildings in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.






- 11.8 **No Objection to the Developer and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Said Property/Units:** The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.
12. **Miscellaneous**
- 12.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its 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.
- 12.2 **Essence of the Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 12.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 12.5 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract 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.
- 12.6 **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.
- 12.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 12.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 12.9 **Name of Project:** The name of the Project shall be "*Siddha Waterfront*".
- 12.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.



- 12.11 **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.

13. Defaults

- 13.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

14. Force Majeure

- 14.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 14.2 **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, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

15. Counterparts

- 15.1 **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. The copy retained by the Developer shall be the property of the Developer.

16. Severance

- 16.1 **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 circumstance 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.

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

- 16.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors 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.

17. Reservation of Rights

- 17.1 **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.

- 17.2 **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.

18. Notice

- 18.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Director of the Owners.

19. Arbitration

- 19.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

- 19.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.






- 19.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:
- 19.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed by the Owners.
- 19.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.
- 19.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.
- 19.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:
- 19.4.1 **Place:** The place of arbitration shall be Kolkata only.
- 19.4.2 **Language:** The language of the arbitration shall be English.
- 19.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
- 19.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.
- 19.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.
20. **Jurisdiction**
- 20.1 **District Judge, Barasat:** In connection with the aforesaid arbitration proceedings, only the District Judge of the district in which the Said Property is situated shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Schedule (Said Property)

Land measuring 557.683 (five hundred and fifty seven point six eight three) decimal, [equivalent to 337.99 (three hundred and thirty seven point nine nine) *cottah*] more or less, comprised in R.S. *Dag* Nos. 696, 697, 698, 699, 700, 737, 743, 744, 749, 750 and 754, corresponding to L.R. *Dag* Nos. 1595, 1596, 1597, 1590, 1598, 1599, 1661, 1702, 1635, 1704, 1703 and 1705, recorded in L.R. *Khatian* Nos. 3635, 3641, 3642, 3643, 3811, 3810, 3640, 3664, 3644, 3756, 3757, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3758, 3652, 3799, 3653, 3654, 3655, 3656, 3657, 3812, 3809, 3808, 3828, 3825, 3826, 3827, 3823, 3824, 3833, 3754, 3636, 3755, 3637, 3638, 3639, 3801, 3802, 3803, 3807, 3804, 3805, 3806, 3858, 3655, 3659, 3660, 3759, 3760, 3761, 3661, 3762, 3764, 3763, 3765, 3663, 3766 and 3762, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of *Inter alia* Patulia Gram Panchayet, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas and butted and bounded as follows:



- On the North** : By R.S. *Dag* Nos. 744(P), 702/930, 696(P), 762, 737/1663 and 737/1661
- On the East** : By R.S. *Dag* Nos. 762, 761, 760, 756, 755, 753 and 751
- On the South** : By R.S. *Dag* Nos. 742, 740, 751, 753 and 737/1799
- On the West** : By R.S. *Dag* Nos. 737/1661, 744, 745, 702/930, 701/1654, 693 and Road

The details of the Said Property are tabulated in the chart below:

R.S. <i>Dag</i> No.	L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> Nos.	Area Allotted as per Deed (Decimal)
696	1595	3635, 3641, 3642, 3643, 3811, 3810,	5
697	1596	3640, 3664, 3644, 3756, 3757, 3645,	28
698	1597	3646, 3647, 3648, 3649, 3650, 3651,	26
699	1590	3758, 3652, 3799, 3653, 3654, 3655,	7
700	1598	3656, 3657, 3812, 3809, 3808, 3828,	162
700	1599	3825, 3826, 3827, 3823, 3824, 3833,	8
743	1702	3754, 3636, 3755, 3637, 3638, 3639,	50
744	1635	3801, 3802, 3803, 3807, 3804, 3805,	6.483
749	1704	3806, 3858, 3655, 3659, 3660, 3759,	61
750	1703	3760, 3761, 3661, 3762, 3764, 3763,	63
754	1705	3765, 3663, 3766 and 3762	121
737	1661		20.2



21. Execution and Delivery

21.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

Blockdeal Hirise Private Limited
Blockdeal Nirman Private Limited
Vostro Complex Private Limited
Blockdeal Infracon Private Limited
Coolhut Promoters Private Limited
Blockdeal Residency Private Limited
Coolhut Nirman Private Limited
Coolhut Infracon Private Limited
Coolhut Properties Private Limited
Coolhut Hirise Private Limited
Coolhut Complex Private Limited
Coolhut Builders Private Limited
Coolhut Buildcon Private Limited
Coolhut Residency Private Limited
Coolhut Infrastructure Private Limited
Coolhut Reality Private Limited
Coolhut Projects Private Limited
Panchmurti Infracon Private Limited
Panchmurti Complex Private Limited
Panchmurti Promoters Private Limited
Panchmurti Constructions Private Limited
Panchmurti Hirise Private Limited
Pawansathi Builders Private Limited
Pawansathi Enclave Private Limited
Pawansathi Buildcon Private Limited
Pawansathi Residency Private Limited
Pawansathi Hirise Private Limited
Devpujan Realestate Private Limited
Megapix Complex Private Limited
Shivpawan Enclave Private Limited
Shivpawan Constructions Private Limited
Shivpawan Developers Private Limited
Shivpawan Complex Private Limited
Shivpawan Housing Private Limited
Shivpawan Heights Private Limited
Shivratri Nirman Private Limited
Paramount Trexim Private Limited
Power Point Tracom Private Limited
Tropex Vanijya Private Limited
Wonder Vyapaar Private Limited
Coolhut Enclave Private Limited
Coolhut Housing Private Limited
Power Point Buildcon Private Limited
Power Point Dealers Private Limited
Sun View Infracon Private Limited
Aadharseela Dealers Private Limited
Power Point Realty Private Limited


[Authorized Signatory]
[Owners]



Aadharseela Tie Up Private Limited
 Power Point Tie Up Private Limited
 Shivpawan Infracon Private Limited
 Pawanshiv Enclave Private Limited
 Pawanshiv Griha Nirman Private Limited
 Pawanshiv Hirise Private Limited
 Pawanshiv Housing Private Limited
 Rudramukhi Residency Private Limited
 Rudramukhi Hirise Private Limited
 Devpujan Complex Private Limited
 Rudramukhi Promoters Private Limited
 Rudramukhi Constructions Private
 Limited
 Rudramukhi Complex Private Limited
 Devpujan Residency Private Limited
 Devpujan Hirise Private Limited
 Devpujan Enclave Private Limited
 Devpujan Infracon Private Limited
 Shivratri Promoters Private Limited

SIDDHA WATERFRONT LLP

Ramesh

Designated Partner.

[Developer]

Drafted by
Saha & Ray
Witnesses:

Signature

Swapan

Name

Swapan Kar

Father's Name

R. N. Kar

Address

7C, K.S. Roy Road
Kolkata - 700001

Signature

S. Sardar

Name

Subrata Sardar

Father's Name























G. Sardar

Address

7C, K.S. Roy Road
Kolkata - 700001



SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
 Tanviya Saha						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
 Romishm						
		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



5-10-10

10-10-10

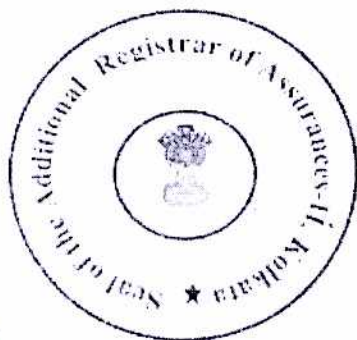
10-10-10


10-10-10

10-10-10

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 62
Page from 1810 to 1840
being No 12618 for the year 2014.




Goutam Chandra Sahay 16-October-2014
ADDITIONAL REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

Dated 30th day of September, 2014

Between

**Blockdeal Hirise Private Limited & Ors.
... Owners**

And

**Siddha Waterfront LLP
... Developer**

DEVELOPMENT AGREEMENT

Siddha Waterfront
Mouza Patulia
Police Station Khardah
District North 24 Parganas

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