

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

P 610125

AGREEMENT

This Co-Owners' Co-operation Agreement made this 8th day of August 2014 by and between

1. Siddha Real Estate Development Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (PAN AAJCS6830L) represented by its authorised representative Shri Parasmall Jain, S/o Late Pushraj Jain working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

AND

(Lead Co-Owner, includes successors- in-interest)

Nome.

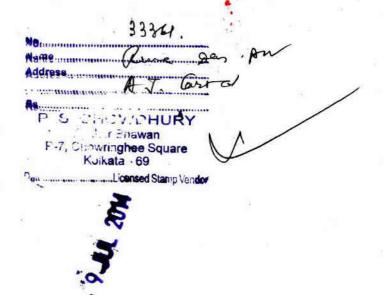
NOTARY GOVT. OF INDIA Regit, No.2700/04 C.M.M's, Court 2 & 3 Bankshall Street

Kolkata-700 001

0 8 AUG 2014

Rhouse.

mue Rhine



- 2. Pradyumna Complex Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCP8978B) represented by its Director Mr. Ganesh Biswas, \$70. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 3. Pradyumna Hirise Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCP8977Q) Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 4. Pradyumna Builders Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCP8966K) Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 5. Pradyumna Buildcon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCP8969G) Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 6. Pradyumna Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCP8976R) represented by its Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

NOTARY GOVT. OF INDIA

Regd. No.2 Coord panies Act, 1956, having its registered office at 2nd Floor, 109, Park C.M.W'S. Court

2 & 3 Banksn Street, Kolkata-700016, Police Station Park Street (PAN AAGCP8971J) Kolkata-700 001

represented by its Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

Rhurer

Remer Ren Rhomer Rhomer

Menne.

g. ghati's

0 8 AUG 2014

- 9. Shivpariwar Complex Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS3157K) represented by its Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 10. Shivpariwar Hirise Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS3165K) represented by its Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 11. Shivpariwar Residency Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS3158G) represented by its Director Mr. Ganesh Biswas, S/o. Ramendra Nath Biswas, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 12. Shivbhakti 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 (PAN AASCS6856K) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 13. Shivbhakti 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 (PAN AASCS6857J) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal

B. Bhatia B. Bhatia NOTARY GOVT, OF INDIA Regd. No.2700/04 C.M.M's, Court 2 & 3 Bankshall Street Kolkata 700 001

0 8 AUG 2014

5999999

Remer. Rhurer. Rhurer

Runer

Runer

Rhuner. Rhuner

Renner.

Nema,

Reme

Remer

Rhune

Verma, working for gain at 'Siddha Park', 99A, 700016

- 14. Shivbhakti Heights Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2ndFloor, 101, Park Street, Kolkata-700016, Police Station Park Street (PAN AASCS6845C) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 15. Shivbhakti 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 (PAN AASCS6853N) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 16. Shivbhakti 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 (PAN AASCS6844D) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- Neuma. 17. Shivbhakti 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 (PAN AASCS6847A) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- New 18. Shivbhakti 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 (PAN AASCS6855L) represented by its Director Mrs. Bhumi Bhatia, W/o. Jitendra Bhatia, Working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
 - Roserise 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 (PAN AAGCR2770M)

g. shatia

KAMAL KUMAR PAUL NOTARY GOVT, OF INDIA Rege, No.3700/04 C.M.M's. Court 2 & 3 Bankshall Street Kolkata-709 001

0 8 AUG 2014

represented by its Director Mrs. Bhumi Bhatia, W/o. Jitendra Bhatia working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

- 20. Roserise Properties Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, No.1, Park Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2769E) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 21. Roserise 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 (PAN AAGCR2765J) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016
- 22. Roserise 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 (PAN AAGCR2762R) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

Kumer.

23. Roserise Housing Private Limited, a company incorporated under the Rema. Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Reuna. Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2767L) Remo. represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Neuma. Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

Remuer.

Venne. Roserise Heights Private Limited, a company incorporated under the Kumar. Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Rema. Street, Kolkata-700016, Police Station Park Street (PAN AAGCR2764K) Nemer. represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016 Remo.

Rema.

Neuro, 25. Roserise Enclave Private Limited, a company incorporated under the

Companies Act, 1956, having its registered office at 2nd Floor, 101, Park

B. Bratia

NOTARY GOVT. OF HIDIA Regd. No.2700/04 C.M.M's. Court 2 & 3 Bankshall Street Colkata-700 001

AUG 2014

Street, Kolkata-700016, Police Station Park Street (PAN AAGCR27630) represented by its Director Mr. Ram Niranjan Verma, 570. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

26. Shivbhakti 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 (PAN AASCS6860P) represented by its Director Mr. Ram Niranjan Verma, S/o. Parmeshwar Lal Verma, working for gain at 'Siddha Park', 99A, Park Street, Kolkata-700016

(Sl. Nos. 2 to 26, collectively **Other Co-Owners**, includes successors-in-interest).

(Lead Co-Owner and Other Co-Owners collectively Parties and individually Party and the expression unless repugnant to the subject or context shall include their respective official liquidator, nominees, successors, successors in office or permitted assigns).

A. DEFINITIONS

Rhum

Rower

Rhuer

R/we.

Rhemer.

- a) "Premise" shall mean Municipal Premises No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas which is more fully and particularly described in the **First Schedule** hereinafter written and more particularly delineated in the map annexed hereto.
- News.

 b) "Buildings" shall mean one G+12 storied building (Building A) and one G+2 storied building (Building B) to be constructed at the said Premise.
- (c) "Sanctioned Building Plan" shall mean the plan for construction of the building sanctioned by the Kolkata Municipal Corporation on 03/10/2013 vide No. 2013080072 and will also include the revised plan that may be sanctioned by the Kolkata Municipal Corporation and wherever the context so permits or News. intends, shall include modification thereof and/or alternation thereto as may be caused or to be made from time to time.

8.Bhatia 8.Bhatia KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Regd. No.2700/04 C.M.M's. Court 2 & 3 Bankshall Street Kolkata-700 901

0 8 AUG 2014

- d) "Common Areas" shall mean and include the areas for common use of the owners and/or the occupiers of the units in the Buildings.
- e) "Commons Installations" shall mean and include the installations and facilities for common use of the owners and the occupiers of the units in the Buildings.
- f) "Units" shall mean the independent and self-contained flats/units/spaces to comprise in the Buildings for residential and/or commercial purposes.
- g) "Parking Spaces" shall mean the open and covered spaces at the said Premise or located within the Buildings for parking of Motor Cars and/or 2 Wheeler Vehicles.
- h) "Architect" shall mean such architect as shall be appointed by the parties hereto as the Architect for construction of Buildings in the said Premise.
- i) "Co-Owners" shall mean the parties hereto, being the Lead Co-Owner and the Other Co-Owners and/or their respective nominees or liquidators or successors in interest.

B. WHEREAS the Parties hereto being the Co-Owners; by two separate Deed of Conveyances have jointly and/ or severally purchased the said Premise, more particularly described in the First Schedule hereunder written. The said Premise is presently owned by the Co-Owners herein and each Co-Owner is having definite but undivided ownership rights, title and interest in the said Premise.

AND WHEREAS By a Deed of Conveyance, dated 17th December 2012, registered News. in the office of the District Sub Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 23, Pages from 1311 to 1333, being No. 11337, for the year 2012, 50% (fifty percent) share in the said Premise was acquired and/or otherwise purchased by the companies in serial number 2 to 11 of the Other Co-Owners from its erstwhile owners, Shri Ashok Kumar Paul and others AND by another Deed of Conveyance, dated 4th July 2014, registered in the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 14, Pages from 2122 to 2146, being No. 06141, for the year 2014, the balance 50% (fifty percent) share in the said Premise was acquired and/or otherwise purchased by the Lead Co-Owner serial number 1 and the companies in serial

B. Bhatia B. Bhatia

Numer.

KAMAL KUMAR PAUL NOTARY GOVT. OF HIOMA Regd. No.2700/04 C.M.M's. Court 2 & 3 Benkshall Street Kolkata-700 001

B AUG 2014

by 6
he 6
4, 9
se 6
ial

number 12 to 26 of the Other Co-Owners from its erstwhile owners Smith Sunanda Bose and others, together with the benefit of the Sanctioned Building Plan. As per the Sanctioned Building Plan owners of the said Premise are entitled to construct the Buildings on and at the said Premise consisting of 23 independent units in Building A and 3 independent units in Building B. The Co-Owners herein are desirous of owning / holding one residential/commercial flat/unit/space each in the proposed new building which they have agreed to develop and construct in accordance with the Sanctioned Building Plan.

AND WEHREAS for the time being, till the measurements of the units in the Buildings are finalized after ensuing revision and /or modification of the Sanctioned Building Plan, the Co-Owners have mutually, in terms of their investments in the said Premise, have proportionately allotted and allocated spaces in the Building. Such allotment /allocation of spaces amongst the Co-Owners are described in the chart set out in the Second Schedule hereunder written. Later on, upon finalization of the measurements of the units in the Buildings in terms of revised /modified Sanctioned Building Plan, the Co-Owners by draw of lots amongst themselves would allot and allocate one unit and one car parking space each. It is mutually agreed by and between the parties that upon completion of the construction of the Buildings each of the Co-Owners shall own and hold a unit and a car parking space as would be allotted and assigned to each of them in conformity with the final allotment /allocation.

AND WEHREAS the parties hereto being the Co-Owners of the said Premise have agreed to develop the said Premise by constructing the Buildings consisting of 23 independent units in Building A and 3 independent units in Building B at the cost and expenses to be borne, paid and shared by the Co-Owenrs in the proportionate manner and intent to own and hold the respective units, car parking spaces to each co-owner separately and also intent to own and hold the common areas, spaces, amenities, installations and other rights pertaining to the Buildings and the said premise on co-ownership basis.

AND WHEREAS to maintain the clarity of conduct between the parties during the period of construction as also upon the completion of the Buildings and for the purpose of proper and efficient management of the affairs, concerning development and construction of the Buildings and also maintaining proper accounts relating to the Buildings to be constructed; the parties hereto have agreed on the following terms and conditions.

B. Bhatia

Rhue.

Mue.

Rhuer.

Rleman.

Rleme.

Demer

Rhue.

Reno.

Remer.

Reman.

Reme.

Numer

Duner.

KAMAL KUMAR PAUL NOTARY GOVT, OF INDIA Regd. No.2700/04 C.M.M's. Court 2 & 3 Bankshall Sweet Kolkata-700 001 0 8

8 AUG 2014

for

- The parties who are the Co-Owners of the Premise, more particularly 1) described in the First Schedule hereunder written, have agreed to construct the building as per the specification mutually agreed, and in accordance with the Sanctioned Building Plan or in accordance with building plan as may be revised /modified by the sanctioning authority from time to time.
- 2) It is hereby agreed that the parties hereto shall be jointly responsible for obtaining revision of the Sanctioned Building Plan for construction of the Buildings and the same shall be obtained in the names of the Co-Owners. The development and construction of the Buildings shall be at the cost and risk of all the Co-Owners. However, for the purpose of convenience and to effectuate and implement the construction of the building in proper, expedient and efficient manner, the "Lead Co-Owner" shall be vested with the following rights; obligations and responsibilities.
- i) To have prepared by the Architect the revised /modified plans if any for construction of the Buildings and to submit the same to Kolkata Municipal Corporation and to deal with the Kolkata Municipal Corporation and all other concerned State Government and Municipal Authorities in all manner concerning sanction of building plans and to have the revised /modified plans sanctioned or modified.
- To supervise, manage and look-after the day-to-day affairs of erection and ii) construction of the building and every part thereof. The Lead Co-Owner if so deems fit and proper may cause the specifications of the building modified.
- To keep and maintain proper records for accounting of the receipts and iii) consumption of all materials and services used in the construction of the Runer. building.
 - To apply for and obtain on behalf of the Co-Owenrs all permissions, iv) certificates, approvals, licenses and No Objection Certificates as may be necessary for obtaining modifications and/or alterations of the sanctioned building plan and/or for procuring connection for Water, electricity, gas,

B.Bhatia

Rhiver,

Rhue.

Rhue,

Rhure,

Rhuer.

Rhue,

Rhura.

Rhue.

Runa.

Remo.

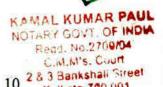
Neure.

Rhuner.

KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Regd. No.2760/04 C.M.M's. Court & 3 Bankshall Street Kolkata-700 001

telephone, drainage, sewerage and any other utilities from the concerne Authorities of the Govt. Departments.

- To procure either in its own name or in the name of the Co-Owners building and construction materials, fittings, fixtures, common installations etc and construction equipments for carrying out construction of the Buildings.
- To float either in its own name or in the name of the Co-Owners the tenders or place orders take estimates, obtain bills, invoices, challans, receipts, papers and instruments relating to payments and out-goings for or in relation to construction of the Buildings. Similarly, to give receipts and acknowledgements for acceptance of any goods, materials or refund of any item or material or any for any excess payment and other receipts in the course of construction of the Buildings.
- vii) To protect the Site and the Buildings and other material and to take all steps for safety and security thereof and to deal with all matters of theft, robbery, burglary, violence, etc with all persons and authorities.
- To appoint and employ either in its own name or in the name of the Coviii) Owners as the Lead Co-Owner may decide in its sole discretion, contractors, sub-contractors, engineers, mistries, labourers, supervisors, care-takers, security agencies, staff, guards, office assistants, accountants and other staff and employees at such remuneration and on such terms and conditions as deemed necessary and to revoke their appointments from time to time.
- To incur pay or disburse wages, salaries, remuneration and all other amounts and benefits at periodic intervals to all persons employed, engaged or appointed for the purposes of construction of building and to keep proper account in respect thereof and comply with statutory rules and regulations concerning their appointment or employment.
- To keep and maintain accounts of all receipts and payments relating to purchase of construction materials, fittings, fixtures, common installations and Reme, all other out-goings incurred in relation to construction of the Buildings.
- To take all necessary actions and decisions with regard to appointment Khine, xi) and dismissal of all persons except the Architect and with regard to all payments



Rune. Rhuo.

Rhue. Rhuee

Rome.

Remer

Nemer,

Rhune.

Rhuner,

Ruma.

and refunds and in general to do all such acts, deeds and things as may considered expedient or necessary or desirable by the Lead Co-Owner expeditious and efficient carrying on of the construction of the Buildings.

To deal with Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act 1976, the authorized officer under the West Bengal (Regulation of Promotion of Construction and transfer by Promoters) Act 1993, Police Authorities, CESC and also all such statutory local and municipal authorities and/or Central or State Government Department and or its officers and all such other persons in all manner and for all purposes connected with or concerning the construction of the Buildings.

- 3. The Lead Co-Owner will have in its own name and on behalf of the Co-Owners, all such powers and authority as may be necessary for doing and carrying out the responsibilities concerning and relating to construction and completion of the Buildings and the Co-Owners agree to execute such additional papers, documents, plans and powers and do such other acts and things as may be mutually considered necessary by the parties.
- 4. It is agreed by and between the parties that all payments concerning development, construction and completion of the Buildings in all respect shall jointly and proportionately be borne by the Co-Owners but through and in the Rhame of the Lead Co-Owner.
 - Effective from the date of Sanctioned Building Plan till completion of the Buildings, the Lead Co-Owner alone shall be in the custody of the original Sanctioned Building Plan and the original title documents and also other original documents concerning permissions obtained from various authorities and Government Departments relating to the Buildings.
 - The Co-Owners (including the Lead Co-Owner) shall from time to time contribute the requisite funds for enabling the Lead Co-Owner to make necessary disbursements for carrying out construction of the Buildings. It is expressly agreed by and between the parties that ultimately the cost, expenses and out-goings relating to construction of the Buildings shall be shared by and between the Co-Owners on pro-rata basis.

B. Bhatia

Rhuner

Rhuner

Rung

Rome.

Ruma.

Rune.

Rlema,

Reme

Remer.

Reme.

Rema,

Rhuw.

KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Regd. No.2700/04 M.M's. Court 2 & 3 Bankshall Street Kolkata-700 001

- 7. The Lead Co-Owner shall submit to the Co-Owners complete accounts relating to all transactions concerning and relating to construction of the Buildings on quarterly basis. Accordingly statement of account shall be drawn up by the Lead Co-Owner for each quarter ending on 31st March, 30th June, 30th September & 31st December each calendar year and copy thereof shall be provided to the Co-Owners. It is further agreed that the Lead Co-Owner shall prepare Annual Financial Statement of Receipts & Payments relating to the construction of the Buildings and the same shall be furnished to the Co-Owners within 31st of May of each calendar year.
- 8. It is expressly agreed that the Co-Owners shall at all times have full and free access and will have liberty to inspect the books of account maintained by the Lead Co-Owner pertaining to all transactions and relating to construction of the Buildings.
- 9. It is expressly agreed by the parties that the Lead Co-Owner shall comply with the Rules and Regulations concerning deduction of taxes at source as provided under the Income Tax Act 1961 while disbursing moneys or making payments in respect of construction of the Buildings. The Lead Co-Owner shall accordingly deduct appropriate taxes as required under the Income Tax Act 1961 on behalf and on account of the Co-Owners. It is further agreed that the Lead Co-Owner shall obtain the necessary registration for furnishing of returns under the Income Tax Act relating to deduction of taxes at source. The necessary returns and documents will be filed in the name of the Lead Co-Owner. It is further agreed by the parties that the Lead Co-Owner shall also obtain registration under any other Central Revenue Acts as maybe required and will comply with the statutory Rules and Regulations on behalf of the Co-Owners. It is however agreed that the Co-Owners shall reimburse to the Lead Co-owner their proportionate share of taxes, duties, etc. which the Lead Co-Owner has disbursed and/or paid.
- 10. Upon furnishing of the Annual Accounts by the Lead Co-Owner, the Co-Owners, shall calculate share of Debits & Credits and shall make necessary accounting entries in their respective books of account. Unless otherwise mutually agreed; till completion of the construction of the Buildings, any amount lying to the credit of the other party shall be carried forward to the next year.

B. Bhatia

Romer

Rhuner.

Runer.

Rhuner.

Runer

Rhuma.

Runer

Rema.

Reme.

Numer.

Rema.

KAMAL KUMAR PAUL NOTARY SOVT. OF INDIA Rege. No.2700/04 C.M.M's. Court 28 3 Rankshall Street Kolkata-700 001

8 AUG 2014 Ku

11. After satisfactory fulfillment of this Agreement or at such other times as the parties may mutually agree, the final accounts pertaining to this agreement shall be drawn up and finalized by and between the Co-Owners. On taking such accounts if any funds are found available with the Lead Co-Owner, then the same shall be paid over to the Co-Owners and / or vice versa.

12. It is hereby expressly agreed and understood by the Parties that nothing contained in this agreement shall constitute as an agreement whereunder the Lead Co-Owner agrees to act as Contractor or as an Agent of the Co-Owners. It is expressly agreed and understood by the parties hereto that the present agreement between the parties is entered on Principal to Principal basis and in their capacity as the Co-Owners of the premise. Accordingly the agreement between the parties will not constitute either as "Association of Person" or "Partnership" by and between the Co-Owners.

It is expressly agreed and understood by the Co-Owners (including the

- Lead Co-Owner) that the Lead Co-Owner shall seek only the reimbursement of the expenses actually incurred being cost, expenses & overheads expended on developing and constructing the Buldings. Accordingly the Lead Co-Owner shall seek reimbursement of all expenses incurred by it from the Co-Owners in the proportion of the flat and car parking area coming to the allocation of each individual Co-Owner and the amount claimed as reimbursement will not have any element of income. It is further agreed by the Co-Owners that if necessary the Lead Co-Owner shall borrow monies for meeting the cost of construction either from the Bank, Institutions or private parties on such terms as the Lead Co-Owner may decide in its absolute discretion. If necessary the Co-Owners shall permit and allow creation of charge over the title of the said Premise and for that purpose will agree to pledge the titled documents in respect of the Premise with the Lenders. It is further agreed that if any interest or finance costs are incurred by the Lead Co-Owner then such interest will also form part of the cost of developing Buildings and will be shared by all the Co-Owners (including the Lead Co-Owner) on pro-rata basis as aforesaid.
- Number 14. It is hereby expressly agreed by the Parties that upon completion of the Rumber Buildings each of the Co-Owners shall own and hold its respective flat/unit and Rumber Car parking space in its individual right to the exclusion of the other Co-Owners. The parties hereto further mutually agree and declare that upon completion of the new building the parties hereto shall execute an appropriate Deed of

B. Bhatia

13.

Reme.

Demer.

Neuve.

Neuve,

Rhuner

Remer,

Remo.

Rume.

Ruma.

KAMAL KUMAR PAUL NOTARY GOVT, OF INDIA Regd. No.2700/04 C.M.Mrs. Court 2 & 3 Sankshall Street Kolkata-700 001

S PM

Declaration either registered or otherwise in which individual owners' allocation Each individual Co-Owner shall shall be clearly demarcated and declared. thereafter be free to deal with his individual allocation in any manner of its own choice. It is further agreed that pursuant to such Deed of Declaration the Co-Owners shall be entitled to obtain the mutation of their respective allocation in the records of the Kolkata Municipal Corporation in their individual names.

That any disputes arising by and between the parties in connection with interpretation of this Agreement or in any manner touching upon the terms and conditions of this Agreement or in any manner or relating to development and construction of the new building at the said premise shall be referred to Arbitration of Shri Avik Saha, Advocate of 3A/1, 7C Kiran Shankar Roay Road, 3rd Floor, Kolkata- 700 001 and the same shall be construed to be referred for Arbitration under the Provisions of Arbitration and Conciliation Act 1996. The Arbitrator will have summary powers the award including interim awards by the Arbitrator shall be final and binding.

In witness whereof the parties hereto have hereunto set & subscribed their respective hands on the day, month & year first above written.

First Schedule

(Said Property)

Muse. ALL THAT piece and parcel of Land measuring 25 (twenty five) cottah and 4 Reuse. (four) chittack (more or less), situate & lying at and being Municipal Premises Rhua. No.39 (formed by amalgamation of 39 and 39/1), Paddapukur Road, Kolkata-مسلا، 700020, Police Station Ballygunge, within Ward No.69 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, Mune, delineated on the Plan annexed hereto and bordered in colour Red thereon and Rhurer, butted and bounded as follows:

Mure. Muner,

Munia.

Ruma,

On the North

By Municipal Road

On the East Partly by Premises No.38, Paddapukur Road,

Kolkata and partly by Municipal Road known

as Paddapukur Road

On the South By Premises and Buildings belonging to Other

Owners

By Land belonging to Other Owners On the West

KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Regd. No.2700/04 C.M.M's. Court 2 & 3 Wankshall Stre Kolkata-700 001

Second Schedule (Area Allocation)

Name of Company

		The second of
1	Pradyumna Builders Private Limited	2030
2	Pradyumna Hirise Private Limited	2030
3	Pradyumna Complex Private Limited	2030
4	Pradyumna Buildcon Private Limited	2030
5	Pradyumna Enclave Private Limited	2030
6	Pradyumna Nirman Private Limited	2030
7	Pradyumna Residency Private Limited	2030
8	Shivpariwar Complex Private Limited	2030
9	Shivpariwar Hirise Private Limited	2030
10	Shivpariwar Residency Private Limited	2030
11	Siddha Real Estate Development Pvt Ltd	2030
12	Shivbhakti Real Estate Private Limited	1965
13	Shivbhakti Complex Private Limited	1965
14	Shivbhakti Housing Private Limited	1965
15	Shivbhakti Heights Private Limited	1965
16	Shivbhakti Enclave Private Limited	1965
17	Shivbhakti Nirman Private Limited	1965
18	Shivbhakti Infracon Private Limited	1965
19	Shivbhakti Projects Private Limited	1965
20	Roserise Builders Private Limited	1965
21	Roserise Properties Private Limited	1965
22	Roserise Developers Private Limited	1965
23	Roserise Complex Private Limited	1835
24	Roserise Housing Private Limited	909
25	Roserise Heights Private Limited	902
26	Roserise Enclave Private Limited	902

Number, In addition to the above said area allocation each co-owner is entitled to get one Number, car parking space within the said Premise.

Siddha Real Estate Development Private Limited Povan wall Jam

Authorised Signatory

Siddha Real Estate Development Private Limited

[Lead Co-Owner]

B. Bhatia

Numer.

Romer.

Ruma.

Nemues.

Nemer,

Roma,

Dune.

Armer.

Moures,

Nemer.

Sl No

KAMAL KUMAR PAUL NOTARY COVT. OF INDIA Rega. No.2700/04 C.M.M's. Court 2 & 3 Bankshall Street

8 AUS 2014

Pradyumna Hiri Director/Authorised Signatory Director/Authorised Signatory

Director/Authorised Signatory

Pradyumna Builders Private Limited DYUMNA BUJADERS PRIVATE LIMITED

Hisms

Director/Authorised Staneton

Pradyumna Enclave Private Limited PRADYUMNA ENCLAVE PRIVATE LIMITED

Director/Authorised Signatory

Pradyumna Nirman

Director/Authorised Signatory

Pradyumna Residency Private Limited

PRADYUMNA RESIDENCY PRIVATE LIMITED

mender Jan

Director/Authorised Signators

Shivpariwar Complex Private Limited

Director/Authorised Signatory

Shivpariwar Hirise Private Limited

IJRISE PRIVATE LIMITED

Director/Authorised Signatory

Shivpariwar Residency Private Limited
SHIVPARIWAR RESIDENCY PRIVATE LIMITED RESIDENCY PRIVATE LIMITED

Director/Authorised Signatory

Shivbhakti Complex Private Limited

SHIVBHAKTI COMPLEX PRIVATE LIMITED

Ram Nivaryon Venna.

Director / Authorised Signatory

Shivbhakti Housing Private Limited

SHIVBHAKTI HOUSING PRIVATE LIMITED

Kam Hisranjan Vuma. Director / Authorised Signatory

Shivbhakti Heights Private Limited
SHIVBHAKTI HEIGHTS PRIVATE LIMITED

Shivbhakti Enclave Private Limited SHIVBHAKTI ENCLAVE PRIVATE LIMITED

Historian Venner. Director / Authorised Signatory

Shivbhakti Nirman Private Limited

SHIVBHAKTI NIRMAN PRIVATE LIMITED Alisanjan Vumb

Director Authorised Signatory

Shivbhakti Infracon Private Limited SHIVBHAKTI INFRACON PRIVATE LIMITED

Misrayin Venna

KAMAL KUMAR PAUL NOTARY GOVT, OF INDIA Regd. No.2700/04

2 8 16 Court Kolksta-/00 001

0 8 AUG 2014

Director / Authorised Signatory

Shivbhakti Projects Private Limited SHIVBHAKTI PROJECTS PRIVATE LIM'IL Kam Misranjan Venner. Director / Authorised Signalo.

Roserise Builders Private Limited Ram POSERICE BUILDERS PAYING TAKE Director / Authorised Signatory

Roserise Properties Private Limited

ROSERISE PROPERTIES PRIVATE LE Kom Niberyon Venner ctor/Authorised Signals, y Roserise Developers Private Limited

ROSERISE DEVELOPERS PRIVATE LIMITED disteryin Director Authorised Signat 9

Roserise Complex Private Limited ROSERISE COMPLEX PRIVATE LIMITED Kam Missayan Venna. Director / Authorised Signatory

Bhumi Bhatia Roserise Heights Private Limited ROSERISE HEIGHTS PRIVATE LIMITED Bhatia

Roserise Housing Private Limited ROSERISE HOUSING PRIVATE LIMITED

Director / Authorised Signatory

Bhumi Bhatia Roserise Enclave Private Limited ROSERISE ENCLAVE PRIVATE LIMITED Bhatia

> Director / Authorised Signatory SHIVBHAKTI REALESTATE PRIVATE LIM.)

Director / Authorised Signatory

Roun Misconjon Vernon

Director/Authorised Signatory
Shivbhakti Realestate Private Limited

[Co-Owners]

Witnesses:

Signature Rahal Kedia

Signature Strey Propo

Name RAHUL KEDIA

Name _ SHREY GUSTA

Father's Name KAMESH KEDIA Father's Name ACHOK KUNDAR GUPTA

Address 99A PARK STREET Address 21, RANDLA MULHERIEE LANGE HOWRAM - 711106.

MENTIFIED BY M COURT M.M.

KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Regs. No.2700/04 C.M M's. Court 2 & 3 if mishall Street Koikata-700 001

Signature Attested Only on Identification of Ld. Advocate KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Kolkata, West Bengal ;

U 8 AUG 2014