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Certified that the document is admitted to registration. The signature Sheet / Sheet's and the endorsement sheet / Sheet's attached with this document's are the part of this document

Registrar U/S 7(2)
District Sub Registrar II
24 Pgs (N) Barasat

22 SEP 2014

THIS DEVELOPMENT AGREEMENT made this the 1st day of April TWO THOUSAND AND FOURTEEN BETWEEN

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[Handwritten signature]

27 MAR 2014

Serial.....9094.....Date.....
 Name.....
 Address.....
 Rs.....1002.....
 A. K. PURKAYASTHA (Stamp Vendor)
 Alipore Police Court, Kôl-27

S. C. Mazumder
 (Advocate)
 Alipore Police Court
 Kolkata - 27

Santosh Kumar Dugar



2272

Santosh Kumar Dugar
 (SANTOSH KUMAR DUGAR)

For Anugraha Real Estate Pvt. Ltd.

Santosh Kumar Dugar

Director

K C MANUFACTURERS (INDIA) PRIVATE LIMITED

Santosh Kumar Dugar

Authorized Signatory/Director



For P.K.C. & Associates Pvt. Ltd.

Santosh Kumar Dugar

Director

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For P. S. Advertising & Mktg. Pvt. Ltd.

Santosh Kumar Dugar

DIRECTOR / Authorised Signatory

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22 AUG 2014

Roshni Sanyal Chatterjee
 1/11, Ananda Nagar
 Kolkata - 700032

(1) ANUGRAHA REAL ESTATE PVT. LTD. (2) K.C. MANUFACTURERS (INDIA) PVT. LTD. (3) LORD REAL ESTATE PVT. LTD., (4) P.K.C & ASSOCIATES PVT. LTD., (5) P.S. ADVERTISING & MKT. PVT. LTD., (6) P.S. BUILDCON PVT. LTD. all 6 (SIX) private limited companies incorporated under the Companies Act, 1956 having its respective registered office situated at 12C, Chakraberia Road (North), Kolkata - 700 020, (7) P.S. CONSTRUCTIONS, a partnership firm having its office at 12C, Chakraberia Road (North), Kolkata - 700 020, (8) PS GROUP REALTY LTD., a public limited company incorporated in accordance with the provisions of the Companies Act, 1956, (9) P.S. NIRMAN PVT. LTD., a private limited company incorporated under the companies act 1956 both 8 & 9 having their respective registered office situated at No. 83 Topsia Road (South), 3rd floor, Kolkata 700 046, (10) P.S. ENCLAVE PVT. LTD., (11) P.S. INNS PVT. LTD., (12) P.S. NIVAS & PROMOTING PVT. LTD., (14) SPANDAN ENCLAVE PVT. LTD., (15) SUMIT QUALITY MARBLES PVT. LTD. all 5 (five) private limited companies incorporated under the Companies Act, 1956 having its respective registered office situated at 12C, Chakraberia Road (North), Kolkata - 700 020, (13) RAINBOW ENCLAVE PVT. LTD., a private limited Company incorporated under the Companies Act, 1956 having its registered office at 226/1, A.J.C Bose Road, Kolkata- 700 020 (16) SANTOSH KUMAR DUGAR, (17) SURENDRA KUMAR DUGAR, both sons of Late J M Dugar, (18) MADHU DUGAR, wife of Mr. Surendra Kumar Dugar, (19) KANAK LATA DUGAR, wife of Mr. Santosh Kumar Dugar, (20) GAURAV DUGAR, (21) SAURAV DUGAR, both sons of Mr. Surendra Kumar Dugar, (22) RESHMI DEVI DUGAR, wife of Late J M Dugar, (23) PRADIP KUMAR CHOPRA, son of Late Motilal Chopra, (24) LAKSHMI CHOPRA, wife of Late Motilal Chopra, (25) RAVI KUMAR DUGAR, son of Mr. Santosh Kumar Dugar, (26) PRATITI CHOPRA, wife of Mr. Pradip Kumar Chopra all from Nos. 16 to 26 residing at 52/4/1, Ballygunge Circular Road, Kolkata - 700 019 (27) JEW RAJKA PLASTICS PVT. LTD. a private limited company incorporated under the Companies Act 1956, having its registered office at 12C, Chakraberia Road (North), Kolkata - 700 020, (28) GYANESWAR PROJECTS PVT LTD., (29) GYANESWAR ENCLAVE PVT LTD., both Nos 28 & 29 incorporated under the companies Act, 1956 having their respective registered office at 30, Chittaranjan Avenue, 2nd Floor, Kolkata-700012, (30) TEERATHDEO DEALER PVT LTD., a private limited company incorporated under the Companies Act 1956, having its registered office at 14, Netaji Subhash Road, 1st Floor, Kolkata-700001, (31) PRAVACHAN VINCOM PVT LTD., a private limited company incorporated under the Companies Act 1956, having its registered office at 83, Topsia Road (South), Kolkata - 700 046, (32) TOPSTAR CONCLAVE PVT LTD. and (33) TOPSTAR NIRMAN PVT LTD. both Nos 32 & 33 incorporated under the companies Act, 1956 having their respective registered office at 30, Chittaranjan Avenue, 2nd Floor, Kolkata-700012 (34) KAMRUP MARKETING PRIVATE LIMITED, a private limited company incorporated under the Companies Act 1956, at having its registered office at 10/4B, Elgin Road, 1st floor, Kolkata-700 020, (35) ELITE

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For P. S. Nirman Pvt. Ltd.

Santosh Kumar Dugar 2272

DIRECTOR / Authorised Signatory

For P. S. Enclave Pvt. Ltd.

Santosh Kumar Dugar

DIRECTOR / Authorised Signatory

PS INNS PRIVATE LIMITED

Santosh Kumar Dugar

Director / Authorised Signatory

For Sunil Lodging Services Pvt. Ltd.

Santosh Kumar Dugar

Director

For RAINBOW ENCLAVE PVT. LTD.

Santosh Kumar Dugar

Director

(SANTOSH KUMAR DUGAR)



2294

Surendra Kumar Dugar

(SURENDRA KUMAR DUGAR)

LORD REAL ESTATE PVT. LTD.

Surendra Kumar Dugar

Director

PS Group Realty Ltd.

Surendra Kumar Dugar

Managing Director

(SURENDRA KUMAR DUGAR)



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23 AUG 2014

CONSUMER GOODS PRIVATE LIMITED, a private limited company incorporated under the Companies Act 1956, having its registered office at having its registered office at 85, Prince Anwar Shah Road, City High, Tower - 3, Flat No. 14J, Kolkata - 700 033, (36) **TANVI RESIDENCY PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (37) **KAMRUP COMMERCIAL PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (38) **EXPRESS CONSUMER GOODS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (39) **SRIJAN REALTY PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (40) **NORTH EAST CONSUMER GOODS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (41) **SHIVAM RETAILERS PRIVATE LIMITED**, having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (42) **SHIVAM CONSUMER GOODS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at 9, Elgin Road, 4th floor, Kolkata-700 020, (43) **SATYALAXMI VINTRADE PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at 5, Rameshwar Malia Lane, Howrah - 711 101, (44) **SALASAR CONSUMER GOODS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (45) **BALGOPAL REALDEV PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (46) **ELITE COMMODITIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at Flat No-R-1, Block-P, 169 N S C Bose Road, Narendrapur, Kolkata-700 103, (47) **MURLIDHAR TRADING PRIVATE LIMITED**, having its registered office at 169, N. S. C. Bose Road, Narendrapur, Kolkata-700103, (48) **SUVRIDHI NIKETAN PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered office at 5, Rameshwar Malia Lane, Howrah - 711 101, (49) **NORTH EAST RETAILERS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (50) **BALAJI RETAILERS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at Flat No-R-1, Block-P, 169 N S C Bose Road, Narendrapur, Kolkata-700103, (51) **EXPRESS COMMODITIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956, having its registered

Part J



2273

Pradip
(PRADIP KUMAR CHOPRA)

For P S Buildcon Pvt. Ltd.

Pradip
DIRECTOR / Authorised Signatory

For P S Nivas & Promoting Pvt. Ltd.

Pradip
DIRECTOR / Authorised Signatory

PRAVACHAN VINCOM PVT. LTD.

Pradip
Director / Authorised Signatory

For P. S. Constructions

Pradip
(PRADIP KUMAR CHOPRA) Partner



2274

Gaurav Dugar
(GAURAV DUGAR)

For Spandan Enclave Pvt. Ltd.

Gaurav Dugar
DIRECTOR / Authorised Signatory
(GAURAV DUGAR)



2275

WRAJKA PLASTICS PVT. LTD.

Kamlesh Gandhi

Director

(KAMLESH GANDHI)

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13 AUG 2014

office at 5, Rameshwar Malia Lane, Howrah - 711 101, (52) **KAMRUP DISTRIBUTORS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (53) **SUVRIDHI NIWAS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 5, Rameshwar Malia Lane, Howrah - 711 101, (54) **SUVRIDHI COMMERCE PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 5, Rameshwar Malia Lane, Howrah - 711 101, (55) **ELECT CONSTRUCTION PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (56) **ADINATH INFRACON PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, (57) **BADRINATH INFRABUILD PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020, (58) **RAM NARESH AGARWAL** (59) **SHYAM SUNDER AGARWAL** (60) **PAWAN KUMAR AGARWAL**, all sons of Late Nand Kishore Agarwal, all residing at 135G, S. P. Mukherjee Road, Kolkata - 700 026, (61) **KIRAN AGARWAL**, wife of Shyam Sunder Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata - 700 026, (62) **ANITA AGARWAL**, daughter of Tarachand Agarwal, residing at 135G, S. P. Mukherjee Road, Kolkata - 700 026, (63) **MANISHA AGARWAL**, wife of Pawan Kumar Agarwal, residing at 135G, S. P. Mukherjee Road, Kolkata - 700 026, (64) **DINESH KUMAR AGARWAL**, son of Late Hansraj Bharuka, (65) **NEHA AGARWAL (NEE BHARUKA)**, daughter of Dinesh Kumar Agarwal, (66) **ABHISHEK BHARUKA**, son of Dinesh Kumar Agarwal, all residing at 85, Prince Anwar Shah Road, Kolkata - 700033, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context in the case of the individuals their respective heirs, legal representatives, executors, administrators and assigns and in the case of the Companies their respective successor and/or successors in office/interest and assigns) of the **ONE PART**

AND

PS SRIJAN REALVENTURE LLP, a limited liability partnership firm carrying on business at Trinity Tower, 83 Topsia Road (South) Kolkata 700 046, Police Station - Topsia, represented by **MR. PRADIP KUMAR CHOPRA**, son of Late Motilal Chopra, residing at 52/4/B, Ballygunge Circular Road, Kolkata - 700 019 one of the Directors of **PS Group Realty Ltd.**, being one of the Partners of PS Srijan Realventure LLP, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of PS Srijan



2276

Madhu Dugar
(MADHU DUGAR)



2277

Kanak Lata Dugar
(KANAK LATA DUGAR)

2278

Sundar

SAURAV DUGAR



2279

RESHMI DEVI DUGAR

(RESHMI DEVI DUGAR.)



2280

Lakshmi Chopra

(LAKSHMI CHOPRA)



2281

Ravi Kumar Dugar

(RAVI KUMAR DUGAR)



2282

GYANESHWAR PROJECTS PVT. LTD,
GYANESHWAR ENCLAVE PVT. LTD,
TOPSTAR NIRMAN PVT. LTD.

Ashish Bhura

Director

(ASHISH BHURA)



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Realventure LLP and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:-

- A) The Owners are presently absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the various pieces and parcels of land containing by estimation an area of **573.135 Decimals** (more or less) comprised in L.R. Dag Nos. 469, 476, 477, 478, 479, 480, 482, 483, 486, 487, 492, 493, 494, 495, 496, 547 and 543 in Mouza - Mahishbathan J.L. No.18 Touzi No. 145, Revenue Survey No. 109, Police Station - Electronic Complex in the District of 24 Parganas North (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY**).
- B) The details of land forming part of the said Property purchased and acquired by each of the Owners will appear from the **SECOND SCHEDULE** hereunder written).
- C) The Owners amongst themselves have agreed to cause the said Property to be developed and for the aforesaid purpose have appointed the Developer to undertake the development thereof which the Developer has agreed to undertake for the consideration and subject to the terms and conditions hereinafter appearing

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

ARTICLE I - DEFINITIONS

- 1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) **ARCHITECT** shall mean Design Cell of 2, Cooper Street, Kolkata - 700 019 appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project.
 - ii) **ADVOCATE** shall mean Mr. R.L. Gaggar, Solicitor and Advocate of No. 6 Old Post Office Street, Kolkata 700 001 being the Advocate of the Developer.
 - iii) **ASSOCIATION** shall mean any Association or Registered Society that may be formed by the Developer upon completion of the said Project for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary but not inconsistent with the provisions and covenants herein contained.

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2283

Teerathdeo Dealer Pvt. Ltd.

[Signature]
Director / Authorised Signatory
(HEMANTA KUMAR JHA)



2284

TOPSTAR CONCLAVE PVT. LTD.

Jitendra Kr. Bothra.
Director
(JITENDRA KUMAR BOTHRA)

~~KAMRUP MARKETING PVT. LTD.
SHIVAM CONSUMER GOODS PVT. LTD
MURLI CHAR TRADING PVT. LTD.~~

~~Director / Authorised Signatory~~



[Signature] 2285.
(Pawan Kumar Anand)

ELITE CONSUMER GOODS PVT. LTD

[Signature]
Director / Authorised Signatory
(Pawan Kumar Anand)

[Signature]

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- iv) **BLOCKS** shall mean the various blocks and/or buildings to be constructed erected and completed at the said Property in accordance with the Plan to be sanctioned by the authorities concerned and to comprise in the said Housing Project with such modifications and/or alterations as may be deemed necessary by the Architect of the said project Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other, each block and/or buildings comprising of various self contained flats units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis
- v) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out development, completion, use and occupation of the New Building and/or Buildings.
- vi) **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the buildings, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the buildings in the said housing project.
- vii) **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the intending purchasers and all other expenses for the Common Purpose including those to be contributed, borne, paid and shared by the intending purchasers of the said housing project. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- viii) **COMMENCEMENT OF CONSTRUCTION**- shall mean the date of the commencement of construction of the Housing Project after obtaining necessary approvals and sanctions from the Municipal authorities as per terms and conditions of sanctions, permits and approvals.

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2286

Anand Bhanu

Yanvi Residency Private Limited

SATYALAKSHMI VINTRADE (P) LTD.

Anand Bhanu

Director / Authorised Signatory

(ANAND BHANU)



2287

Ram Nath Agarwal

KAMRUP DISTRIBUTORS PVT. LTD.
EXPRESS COMMODITIES PVT. LTD.

BALAJI RETAILERS PVT. LTD.

KAMRUP COMMERCIAL PVT. LTD.
EXPRESS CONSUMER GOODS PVT. LTD.

For SRIJAN REALTY PRIVATE LIMITED
NORTH EAST CONSUMER GOODS PVT. LTD.

SHIVAM RETAILERS PVT. LTD.

BALGOPAL REALDEV PVT. LTD.

ELITE COMMODITIES PVT. LTD.

Suvridhi Niketan Pvt. Ltd.

NORTH EAST RETAILERS PVT. LTD.

ELECT CONSTRUCTION PVT. LTD.

ADINATH INFRACON PVT. LTD.

Ram Nath Agarwal
Director / Authorised Signatory

BADRINATH INFRABUILD PVT. LTD.

Ram Nath Agarwal
Director / Authorised Signatory

SUVRIDHI COMMERCE (P) LTD.

Ram Nath Agarwal
Director / Authorised Signatory

Suvridhi Niwas Private Limited

Ram Nath Agarwal
Director / Auth. Signatory



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23 AUG 2014

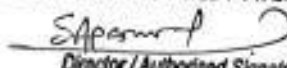
- ix) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- x) **DEVELOPER** shall mean the said **PS SRIJAN REALVENTURE LLP** and shall mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of **PS SRIJAN REALVENTURE LLP** and their respective heirs, legal representatives, executors, administrators and assigns.
- xi) **FLATS/UNITS/APARTMENTS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the various blocks and/or buildings and to be substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis.
- xii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.
- xiii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis.
- xiv) **NET SALE PROCEEDS** shall mean the net sales proceeds accruing from sale and transfer of the various flats units apartments constructed spaces and car parking spaces in the said premises forming part of the development after providing for brokerage and other incidental expenses from the gross sale proceeds.
- xv) **OWNERS** shall mean the various companies and/or persons and shall include their respective heirs, legal representatives, executors, administrators and assigns in the case of the individuals and in the case of the companies their respective successor and/or successors in office/interest and assigns.
- xvi) **PLAN** shall mean all the Plans to be sanctioned by the authorities conceived and shall include such modifications and/or alterations as may be necessary and/or required from time to time.
- xvii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or

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 2288

SALASAR CONSUMER GOODS PVT. LTD.

BADRINATH INFRABUILD PVT. LTD


Director / Authorised Signatory
(SUNIL AGARWAL)

 2289

Anita Agarwal

 2290

Neha Agarwal

 2291

Hanshe Agarwal


 2292

Kiran Agarwal

 2293

Shyam Agarwal




Registrar U/S 7(2)
District Sub. Registrar II
24 Pgs (N) Bagnoot

23 AUG 2014

Ratna Suman Pancharia
S/o Sri Bhakumajee Pancharia
1/11, Arkhinda Nopon
Kolkata-700032
Service

such other professional engaged and/or contracted by the Developer from time to time.

- xviii) **PROPERTY** shall mean the Property described in the **SECOND SCHEDULE** hereunder written.
- xix) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.
- xx) **REVENUE SHARING** shall mean the net sale proceeds accruing from sale of the development of the said premises and to be shared between the Owners and the Developer in the ratio as hereinafter appearing.
- xxi) **START DATE** shall mean the date of sanction of the Plan.
- xxii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **FOURTH SCHEDULE** annexed hereto) or such other specifications as may be varied and/or modified from time to time as may be recommended by the Architect and consented to by both parties namely the Owners and the Developer. However, such specifications may be varied and/or be modified from time to time as may be mutually agreed upon by both the parties.
- xxiii) **SERVICES** shall mean the supply to and installation on the property of electricity, water, gas, telecommunications, drainage and other services.
- xxiv) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article VI hereinafter.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.

Ray



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Dipesh Kumar Agrawal

POP BIJAY (UNIONED) BIOUS PVT. LTD
Dipesh Kumar Agrawal

Director/Authorised Signatory

KAMRUP MARKETTING PVT. LTD.

Dipesh Kumar Agrawal

Director/Authorised Signatory

MURLICHAR TRADING PVT. LTD.

Dipesh Kumar Agrawal

Director/Authorised Signatory



2558

Rabir Chopra

IDENTIFIED By ME:-

Ramesh Sujan Pancharia

RADHESHYAM PANCHARIA.

S/O SRI BHAWANLAL
PANCHARIA.

1/11 Anandinda Nagar
Kot-32

Service.



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- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III - REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 3.1 At or before execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows:
- i) That the Owners are the owners of the said Property each one of them being entitled to an independent and distinct piece and parcel of land forming part of the said property
 - ii) That the said Property is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever
 - iii) That the Owners have a marketable title in respect of the said Property
 - iv) That the Owners are in khas possession of the said Property without any right on the part of any other person and/or persons

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- v) That all rates, taxes, khazana and other outgoings including electricity charges payable in respect of the said Property has been paid and/or shall be paid by the Owners upto the date of sanction of the Plan
- vi) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property
- vii) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor have created any interest of any third party into or upon the said Property or any part or portion thereof

3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this joint venture agreement and to undertake development in the said property subject to the terms and conditions hereinafter appearing.

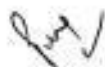
ARTICLE IV – COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from ____ day of _____ 2014 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE V – GRANT OF DEVELOPMENT RIGHT

5.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake development of the said Property and to incur all costs charges and expenses in connection therewith (hereinafter referred to as the **CONSTRUCTION COSTS**) subject to the Developer entering into development agreements to enable the Developer to undertake development of the said Property the Owners have agreed to grant the exclusive right of development to the extent of their undivided share into or upon the said Property unto and in favour of the Developer herein and in order to enable the Developer to undertake development of the said Property by constructing, erecting and completing new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall be entitled to:-

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property.





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- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property or any adjoining or neighboring Property and which need to be diverted for undertaking the development work.
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains.
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipality or other authorities affecting the Property or the development.



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- x) take all necessary steps and /or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) make proper provision for security of the said Property during the course of development.
- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof.
- xiv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building.
- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xvi) The Developer shall be entitled to create a charge and/or lien without depositing the Title Deed of the said Property and the Owners agree and undertake to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the Owners shall in no way be responsible and/or liable for repayment of the said loan amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from.

ARTICLE VI - TOTAL DEVELOPMENT COSTS

- 6.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:



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- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development

6.2 In addition to the amounts incurred by the Developer for the purpose of undertaking development of the said Premises the Developer has agreed to make payment of the amounts incurred by P. S. Srijan Conclave, (such amount to be determined by the Parties hereto by a separate writing) who at one time had entered into an agreement and/or arrangement with the Owners of the said Premises for the purpose of undertaking development of the said Premises and the Developer shall make payment of the said amount to the said P. S. Srijan Conclave within a period of four months from the date of execution of this agreement.

ARTICLE VII - PLAN

7.1 Immediately after the execution of this Agreement the Developer shall be entitled to cause a map or plan to be prepared for being submitted to the authorities concerned in the name of the Owners for sanction.

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7.2 The said Plan shall be prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) and the said Plan shall be prepared by the Architect who may be engaged by the Developer.

7.3 It shall be the obligation and responsibility of the Developer to make payment of the fees of the Architects and sanction fee and in no event the Owners shall be liable to contribute any amount.

7.4 The Developer shall apply and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of a building meant substantially for residential purposes and the Owners and each one of them hereby agree and undertake to sign and execute all such plan and/or other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan

7.5 The Developer in consultation with the Owners shall be entitled to have the said Plan revised and/or modified as and when required by the Architect or the authorities concerned.

ARTICLE VIII - REPRESENTATIVES

8.1 APPOINTMENT OF OWNERS' REPRESENTATIVE

8.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Gaurav Dugar, one of the Owners shall be deemed to be the authorized representative for and on behalf of all of the Owners for the following purposes:-

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Owners in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

8.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

8.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Arun Kumar Sancheti shall be deemed to be the authorized representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development



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- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

8.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorized representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE IX - CONSTRUCTION AND COMPLETION

9.1 The Owners hereby covenants with the Developer that the owners are presently in complete vacant possession of the entirety of the said Property.

9.2 Immediately after the execution of this agreement the Owners shall allow the Developer to enter upon the said Property as a Licensee of the Owners for the purpose of undertaking preliminary works such as:

- i) Carrying out survey of the said Property which shall be done in the presence of the authorised representatives of the Owners.
- ii) To have the soil tested
- iii) To undertake all other preliminary work for the purpose of undertaking development of the said Property.

9.3 The Owners have agreed to grant a limited power to the Developer to enter upon the said Property as licensee only for enabling them to develop the said Property in accordance with the plan. It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961.

9.4 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall -

- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the **THIRD SCHEDULE** annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect
- iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or

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required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

ARTICLE X - DEVELOPMENT

- 10.1 For the purpose of development of the said property the Developer has agreed:
- i) To appoint the professional team for undertaking development of the said Property
 - ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
 - iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
 - iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,
 - v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
 - vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

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ARTICLE XI - CONSTRUCTION AND COMPLETION

- 11.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of **48 (forty eight) months** from the date of sanction of the said Plan with a Grace Period of **6 (six) months** (hereinafter referred to as the **COMPLETION DATE**).
- 11.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 11.3 The Developer shall be authorized in the name of the owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer from time to time.
- 11.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 11.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 11.6 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 11.7 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or for any defect therein.

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
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- 11.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claims thereof or therefrom.
- 11.9 The Developer has further agreed to complete the said new building in all respects with top of the line building materials such as vitrified flooring, heavy duty aluminium windows, automatic stainless steel body lift, reputed brand sanitary and bathroom fittings, concealed copper wiring, Hi Speed Passenger lifts in the building and with such amenities like Community Hall, Children's play Area, Gymnasium, Yoga Room, Swimming Pool, Indoor Games Room, Mini Theater, Karoke Room, Car Room, Adda Zone and two guests rooms and other amenities and/or facilities which are provided in a first class residential complex .

ARTICLE XII - REVENUE SHARING

- 12.1 Taking into account the marketing expertise which the Developer possesses It has been agreed by and between the parties hereto that the total constructed area forming part of the Developer of the remaining area shall be sold and marketing by the Developer and in this regard the Developer shall be entitled to and is hereby authorized to enter into agreement for sale and transfer in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the Developer and the Owners agree to be parties to such agreements.
- 12.2 In consideration of the mutual covenants herein contained and in further consideration of the Owners have agreed to provide the said Property for the purpose of undertaking development thereof and in further consideration of the Developer having agreed to undertake development of the said Property it has been agreed by and between the parties hereto that the net revenue generated consequent to the sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the new buildings to be constructed on the said Property will be shared between the parties hereto in the proportion as hereinafter appearing and the amount which may become payable and/or receivable by the Owners is hereinafter referred to as the Owner's Share and the amount which is to be retained by the Developer in terms of this Agreement is hereinafter referred to as the Developer's Share.
- 12.3 The Developer from time to time will enter into agreement for sale and transfer of the various flats units apartments constructed spaces and car parking spaces of the new buildings to be constructed on the said Property and to receive realize and collect all amounts which may become receivable from the





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Intending Purchasers in its own name and the amount of consideration and other amounts paid by the said intending purchasers to the Developer shall be a complete and valid discharge on the part of the intending purchasers to make payment of the same.

- 12.4 After the completion of the project, the Owners shall execute a Deed or Deeds of Conveyance for the undivided proportionate share of land attributable of the said Property in favour of the intending buyers or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees.
- 12.5 After adjusting and appropriating any amount which may become payable on account of marketing, publicity advertisement and the amount which may become payable to brokers the net sales proceeds will be shared in the manner following:-

Sl. No.	Name	on 100%
1	Anugraha Real Estate Pvt. Ltd.	0.20%
2	K.C. Manufacturers (I) Pvt. Ltd	0.40%
3	Lord Real Estate Pvt. Ltd.	0.20%
4	P.K.C & Associates Pvt. Ltd	0.20%
5	P.S. Advertising & Mkt Pvt. Ltd.	0.20%
6	P S Buildcon Pvt. Ltd	0.40%
7	P.S. Constructions	0.40%
8	P.S. Enclave Pvt Ltd.	0.20%
9	PS Group Realty Ltd.	0.20%
10	P.S. Inns Pvt. Ltd.	0.40%
11	P S Nirman Pvt. Ltd	0.20%
12	P S Nivas & Promoting Pvt. Ltd.	0.20%
13	Rainbow Enclave Pvt. Ltd.	0.20%
14	Spandan Enclave Pvt. Ltd.	0.20%
15	Sumit Quality Marbles Pvt Ltd.	0.20%
16	Santosh Kumar Dugar	0.20%
17	Surendra Kumar Dugar	0.20%
18	Madhu Dugar	0.20%
19	Kanaklata Dugar	0.20%
20	Gaurav Dugar	0.20%
21	Pradip Kumar Chopra	0.20%
22	Saurav Dugar	0.20%
23	Reshmi Devi Dugar	0.20%
24	Lakshmi Chopra	0.20%
25	Ravi Dugar	0.20%
26	Pratiti Chopra	0.20%
27	Gyaneswar Projects Pvt Ltd	0.15%
28	Gyaneswar Enclave Pvt Ltd	0.15%
29	Teerath Deo Dealers Pvt Ltd	0.20%
30	Pravachan Vincom Pvt Ltd.,	0.30%
31	Topstar Conclave Pvt Ltd	0.30%

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32	Topstar Nirman Pvt Ltd.	0.25%
33	Jewrajka Plastics Pvt. Ltd.	0.30%
34	Kamrup Marketing Private Limited	0.20%
35	Elite Consumer Goods Private Limited	0.40%
36	Tanvi Residency Private Limited	0.20%
37	Kamrup Commercial Private Limited	0.20%
38	Express Consumer Goods Private Limited	0.20%
39	Srijan Realty Private Limited	0.40%
40	North East Consumer Goods Private Limited	0.35%
41	Shivam Retailers Private Limited	0.20%
42	Shivam Consumer Goods Private Limited	0.40%
43	Satyalaxmi Vintrade Private Limited	0.20%
44	Salasar Consumer Goods Private Limited	0.20%
45	Balgopal Realdev Private Limited	0.20%
46	Elite Commodities Private Limited	0.20%
47	Murlidhar Trading Private Limited	0.20%
48	Suvridhi Niketan Private Limited	0.20%
49	North East Retailers Private Limited	0.20%
50	Balaji Retailers Private Limited	0.20%
51	Express Commodities Private Limited	0.20%
52	Kamrup Distributors Private Limited	0.20%
53	Suvridhi Niwas Private Limited	0.20%
54	Suvridhi Commerce Private Limited	0.20%
55	Elect Construction Private Limited	0.20%
56	Adinath Infracon Private Limited	0.20%
57	Badrinath Infrabuild Private Limited	0.20%
58	Ram Naresh Agarwal	0.20%
59	Shyam Sunder Agarwal	0.20%
60	Pawan Kumar Agarwal	0.15%
61	Kiran Agarwal	0.15%
62	Anita Agarwal	0.20%
63	Manisha Agarwal	0.25%
64	Dinesh Kumar Agarwal	0.25%
65	Neha Agarwal (Nee Bharuka)	0.25%
66	Abhishek Bharuka	0.15%
	TOTAL	15.00%

12.6 The Developer shall be entitled to and is hereby authorized to

- i) appoint brokers and other agents for promoting the sale and transfer of the various flats units apartments constructed spaces and car parking spaces to form part of the Development in respect of the said Property.
- ii) To work out the strategy for promoting sale of the development in consultation with the owners.
- iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the said Property in the said Project at such

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price and on such terms and conditions as the Developer in its absolute discretion shall deem fit and proper.

- 12.7 It is hereby expressly agreed and declared by and between the parties hereto that all amounts received by the Developer on account of Advances and Deposit will be held by the Developer and kept in a separate account and will not be taken into account for the purpose of determining the revenue sharing and the same shall be continued to be held by the Developer.
- 12.8 The parties hereto from time to time hold periodical meetings at such intervals as may be agreed upon for the purpose of monitoring the development and also for the price to be fixed for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the Development.
- 12.9 Depending upon sale and transfer of the various flats units apartments constructed space and car parking spaces and the market conditions in the event of there being any surplus the parties may mutually decide to disburse the same in the proportion as aforesaid.

ARTICLE XIII - DOCUMENTATION

- 13.1 The parties hereto shall jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalisation of the agreements for sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers

ARTICLE XIV - CONTRIBUTION OF CHARGES & DEPOSITS AND ADVANCES

- 14.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said housing project whether forming part of the Owners' Share or the Developer's Share shall provide for making payment of the following amounts and the Developer alone shall receive such amounts from the intending purchasers:
- i. proportionate share of **WBSEDCL/WBSEB** Transformer charges/HT Services
 - ii. proportionate share of Generator connection to the flat
 - iii. proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the flat owners.
 - iv. Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder.



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v. Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners.

vi. By way of maintenance charges estimated for one year

14.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser

14.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agreed and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.

14.4 **SINKING FUND** - In addition to the above and in order to maintain decency of the said new building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit with the Developer such amount which may be required to be paid as and by way of Sinking Fund.

14.5 As and when the Developer enters into any agreement for sale and transfer of the flats, units, apartments, constructed spaces and car parking spaces it shall receive the payment of the aforesaid amount as stated in Clause 14.2 and 14.4, to be paid by the intending purchasers who in its turn after adjusting and appropriating the amount due and payable shall make over the balance to the Holding Organisation upon its formation.

**ARTICLE XV - MAINTENANCE OF THE COMMON PARTS AND PORTIONS
FORMING PART OF THE SAID PROJECT**

15.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organisation is formed.

ARTICLE XVI - FORCE MAJEURE



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16.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:-

- i) Fire
- ii) Natural calamity
- iii) Tempest
- iv) Local problem and/or local disturbance.
- v) Any prohibitory order from the court Municipality and/or any other statutory authorities.
- vi) All other unavoidable circumstances beyond control of the Developer.

16.2 The Developer shall intimate to the Owner's representative in case of development works stopped due to any condition under Force Majeure which may affect the completion date of the project.

ARTICLE XVII - HOLDING ORGANISATION

17.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organisation.

17.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally, agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XVIII - OWNERS'S OBLIGATIONS

18.1 The Owners have agreed:

- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be

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necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan

- ii) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
 - a) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
 - b) To appoint Architect, Engineers, Contractors and other Agents.
 - c) Do all acts deeds and things for the purpose of giving effect to this agreement.
 - d) To execute the Deed of conveyance in respect of the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces in the said Property SUBJECT HOWEVER to what is hereinafter appearing

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall keep the owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

18.2 **TITLE DEEDS** - It has been agreed by and between the parties hereto that the Owners shall hold the said Title Deed in respect of the said Property shall be held in the joint custody of the Owners and the Developer and shall be kept deposited in a locker to be operated upon the owners and the Developer and the Owners shall not part with nor create any interest of any third party by deposit thereof and after completion of the project the same will be delivered and/or made over to the Holding Organisation or such other authority as the parties may mutually agree upon PROVIDED that each party shall be entitled, as and when required, to take inspection of such title deeds and to make excerpts thereof.

18.4 The Owners have agreed and have covenanted with the Developer that during the continuance of this agreement they will not create any interest of any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owners to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved





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harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

- 18.5 The Owners and each one of them agree that they will not transfer or assign the benefit of this agreement to any other person and/or persons without the consent of the Developer in writing.

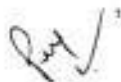
ARTICLE XIX- (DEVELOPER'S INDEMNITY)

- 19.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the owner against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.
- 19.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said Building and/or for any defect therein.
- 19.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 19.4 The Developer hereby undertakes that without prior written permission of the Owners and the other co-Owner, the Developer shall not assign and/or transfer this Development Agreement to any one whatsoever.

ARTICLE XX- BREACHES

- 20.1 The Owners acknowledge that the Developer will be incurring a huge amount for causing the plan to be prepared, sanctioned and also for the purpose of undertaking various preliminary works for the purpose of undertaking development of the said property and as such it has been agreed that none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any breach on the part of any of the parties hereto all such disputes and differences shall be referred to Arbitration as hereinafter appearing and none of the parties shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration and the Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.

ARTICLE XXI- MUTUAL COVENANTS





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- 21.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.

ARTICLE XXII- MISCELLANEOUS

- 22.1 **BORROWING:** The Developer shall be entitled to obtaining bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the aforesaid purpose shall be entitled to create a charge and/or mortgage over and in respect of the right title interest of the Developer under this Agreement without depositing the title deeds of the said Property and the Owners hereby agrees and undertakes to sign and execute all deeds documents instruments and papers as may be necessary and/or required from time to time IT BEING EXPRESSLY AGREED AND DECLARED that in no event the Owners shall assume any liability and/or responsibility in respect of such loans and/or finances availed by the Developer and the Developer has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- 22.2. **RELATIONSHIP OF THE PARTIES** - This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties and the rights and obligations of the parties shall be governed by the terms and conditions of this agreement.
- 22.3. If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement. Notwithstanding the other provisions of this agreement the power to make such amendments/modifications as may become necessary shall vest with the Board of Directors/Partners which power shall be exercised reasonably in the best interest of the companies/firm concerned and their shareholders/partners and which power can be exercised at any time.





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- 22.4. **NON WAIVER** - any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 22.5. **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 22.6. **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place of receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- 22.7. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 22.8. Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 22.9. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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- 22.10. Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 22.11. All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the **RATES & TAXES**, payable in respect of the said Property upto the date of sanction of the Plan shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer till completion of the Housing Project.
- 22.12. The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 22.13. This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 22.14. In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 22.15. Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXIII - ARBITRATION

- 23.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved after execution of the Development Agreement with the other co-owners then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three

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persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two persons appointed by the parties

23.2 The Tribunal shall:-

- i) Proceed summarily and need not give any reasons for its award
- ii) Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or directions by the parties
- iii) Fix the venue at Kolkata only.
- iv) Use English as the language for the proceedings
- v) Conduct the proceedings from day to deay and for atleast 5 hours per day if the same is acceptable to all parties
- vi) Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum
- vii) Make and publish their Award within a period of six months from the date of entering upon the reference
- viii) Award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal
- ix) The award of the Tribunal shall be final and binding

23.3 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

ALL THAT piece and parcel of **LAND** measuring **573.135 Decimal**, more or less, comprised in several Dag under various Khatian Nos. in Mouza – Mahishbathan, J. L. No. 18, Touzi No. 145, Revenue Survey No. 109, within the municipal limits of Bidhannagar Municipality, under Police Station – Electronic Complex, in the District – North 24 Parganas, within the jurisdiction of the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DETAILS OF LAND PURCHASED BY EACH OWNER)

Sl. No.	Name of the Owner	LR Khatian No.	LR Dag No.	Land Area held [Decimal]
1	K. C. Manufacturers [India] Private Limited	1625	478,479,482,492	6.210
2	P. S. Enclave Private Limited	1634	480,483,493,548	9.250
3	P. S. Inns Private Limited	1357	469,477,479,482,	8.494



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			492	
4	Sumit Quality Marble Private Limited	1358	469,477	8.545
5	P S Advertising & Mkt. Private Limited	1361	495	6.500
6	Anugraha Real Estate Private Limited	1365	487,494	10.000
7	P S Nirman Private Limited	1374	496	7.313
8	P. K. C. & Associates Private Limited	1630	478,479,482,492, 547	6.000
9	Rainbow Enclave Private Limited	1364	487,494	10.000
10	Lord Real Estate Private Limited	1629	478,479,482,492, 547	6.000
11	P S Nivas & Promoting Private Limited,	1370	476	10.000
12	PS Group Realty Limited	1367	486	10.750
13	P S Buildcon Private Limited	1616	495	10.555
14	Pravachan Vincom Private Limited	1620	492,547	9.000
15	Spandan Enclave Private Limited	1369	486	8.063
16	PS Constructions	1624	478,479,482,492	6.210
17	Gyaneswar Projects Private Limited	1611	469,492,495	9.860
18	Gyaneswar Enclave Private Limited	1613	548	9.800
19	Topstar Conclave Private Limited	1622	464,478	9.986
20	Topstar Nirman Private Limited	1632	478,479,482,492, 547	8.750
21	Teerathdeo Dealer Private Limited	1614	478,479,482,493, 547	9.115
22	Jewrajka Plastics Private Limited	1323	480, 482	8.000
23	Pradip Kumar Chopra	1600	477,492,493	8.280
24	Pratiti Chopra	1618	479,480,483,494, 495	10.115
25	Lakshmi Chopra	1605	547	9.513
26	Santosh Kumar Dugar	1377	486,496	9.703
27	Surendra Kumar Dugar	1593	478,479,482,483, 486, 492,493,547	9.894
28	Reshmi Devi Dugar	1603	547	9.688
29	Madhu Dugar	1592	482,496	9.800
30	Kanak Lata Dugar	1594	478,479,480,482, 483	9.829
31	Saurav Dugar	1601	478,492,493,547	9.428

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32	Gaurav Dugar	1596	469,478,479,482	7.112
33	Ravi Kumar Dugar	1607	492,547	9.850
34	Kamrup Marketing Private Limited	1373	469,477	7.313
35	Elite Consumer Goods Private Limited	1355	469,477,479,482,492	8.494
36	Tanvi Residency Private Limited	1627	478,479,482,492	6.210
37	Kamrup Commercial Private Limited	1356	469,477	8.545
38	Express Consumer Goods Private Limited	1362	469	8.750
39	Srijan Realty Private Limited	1366	486	10.750
40	North East Consumer Goods Private Limited	1354	493	6.750
41	Shivam Retailers Private Limited	1631	478,479,482,492,547	6.000
42	Shivam Consumer Goods Private Limited	1628	478,479,482,492,547	6.000
43	Satyaxmi Vintrade Private Limited	1610	469,492,496	9.860
44	Salasar Consumer Goods Private Limited	1619	479,480,482,495,496	10.115
45	Balgopal Realdev Private Limited	1617	495	10.555
46	Elite Commodities Private Limited	1363	487,494	10.000
47	Murlidhar Trading Private Limited	1376	496	7.313
48	Suvidhi Niketan Private Limited	1626	478,479,482,492	6.210
49	North East Retailers Private Limited	1633/1360	480,483,495,548	9.000
50	Balaji Retailers Private Limited	1368	486	8.063
51	Express Commodities Private Limited	1362	487,494	10.000
52	Kamrup Distributors Private Limited	1372	469	8.750
53	Suvidhi Niwas Private Limited	1615	478,479,482,492,547	9.115
54	Suvidhi Commerce Private Limited	1612	548	9.800
55	Elect Construction Private Limited	1621	478,479,482	7.400
56	Adinath Infracon Private	1623	464,478	9.986
57	Badrinath Infrabuild Private Limited	1609	478,479,482,492,547	8.750
58	Ram Naresh Agarwal	1378	486,496	9.703
59	Shyam Sunder Agarwal	1597	482,483,492,493,547	7.430
60	Pawan Kumar Agarwal	1598	478,479,482,492,493	9.701

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23 Pgs. Ny. Baruaat

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61	Kiran Agarwal	1594	480,482,483	4.297
62	Anita Agarwal	1599	478,479,482,486	8.187
63	Manisha Agarwal	1602	478,492,493,547	9.428
64	Dinesh Kumar Agarwal	1608	492,547	9.850
65	Neha Agarwal (Nee Bharuka)	1604	547	9.688
66	Abhishek Bharuka	1606	547	9.513
			TOTAL	573.135

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

Living Room / Dining Area	
Flooring	: Vitrified tiles DC (600mm x 600mm)
Wall	: Wall Putty (Ready to Paint)
Ceiling	: Wall Putty (Ready to Paint)
Door & windows	
Main door	: Sal wood frames & flush doors with provision for video door phones
Balcony	: Aluminum sliding door with full glazing
Windows/ Glazing	: UPVC/ Powder coated aluminum windows with open able & fix combination
Electrical	: Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring
Master Bedroom	
Flooring	: Vitrified tiles (600mm X 600mm)
Wall	: Wall Putty (Ready to Paint)
Ceiling	: Wall Putty (Ready to Paint)
Door & windows	
Door frame	: Sal wood frames
Shutter	: Flush doors
Windows/ Glazing	: UPVC/ Powder coated aluminum windows open able & fix combination
Electrical	: Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring
Other Bedroom	
Flooring	: Vitrified tiles (600mm X 600mm)
Wall	: Wall Putty (Ready to Paint)
Ceiling	: Wall Putty (Ready to Paint)
Door & windows	
Door frame	: Sal wood frames
Shutter	: Flush Doors
Windows/ Glazing	: UPVC/ Powder coated aluminum windows open able & fix combination
Electrical	: Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring
Kitchen	
Flooring	: Anti-skid Ceramic tiles
Wall	: Ceramic tiles up to 2Ft height above kitchen counter
Ceiling	: Wall Putty (Ready to Paint)

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Counter	:	Granite slab
Door & windows		
Shutter	:	Flush doors
Plumbing	:	Hot & cold line provisions
Electrical		
	:	Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring
Toilets		
Flooring	:	Anti-skid Ceramic tiles
Wall	:	Ceramic Tiles up to 7 ft Height
Ceiling	:	Wall Putty (Ready to Paint)
Door		
Door frame	:	Sal wood frames
Shutter	:	Flush doors
Windows/ Glazing	:	UPVC/ Powder coated aluminum windows
Sanitary ware & CP	:	Sanitary ware Kohler/Roca (White colour) or equivalent Brand with Jaquar/ESS ESS/Kohler CP Fittings or equivalent brand
Others	:	Under counter basin in 2 toilets incl. of masters toilet, with provision for exhaust fan
Utility		
Flooring	:	Anti-skid tiles
Wall	:	Wall Putty (Ready to Paint)
Ceiling	:	Wall Putty (Ready to Paint)
Balcony		
Flooring	:	Anti skid tiles
Wall	:	Painted to match the exterior elevation
Ceiling	:	Paint with lights installed
Door		
Frame with shutter	:	UPVC/ Powder coated aluminum type
Windows/ Glazing	:	Aluminum/ UPVC
Railing	:	MS Railing designed to match the exterior
Interior		
Ground floor		
Lobby		
Ceiling	:	POP with false ceiling
Lift Facia	:	Imported Marble
Walls	:	Tiles/Imported marble/Paint
Typical lobby		
Ceiling	:	POP Ceiling
Lift Facia	:	Granite/ Designer tiles
Walls	:	Vitrified tiles & paint combination
Stairs		
Main stairs	:	Kota stones
Service stairs	:	Kota stones
Additional Facility		
Inter com system	:	Apartment to apartment & all service areas
Security system	:	CCTV camera surveillance
Power back up	:	For common areas only

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Registrar (S) 7(2)
District Surety Registrar II
24 Parganas Barisal

23 AUG 2014

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED SEALED AND DELIVERED by
ANUGRAHA REAL ESTATE PVT LTD.

in the presence of:-

1. Manoj Sr. Chindalia
MANOJ KUMAR CHINDALIA
71, Ram Lal Agarwala Lane
Kolkata - 700050

2. Ratan Sugam Bancharia
1/11, Ashwini Dasgupta
Kolkata. 700032

ANUGRAHA REAL ESTATE PVT. LTD.

Santosh Kumar Dey
Director/Authorised Signatory

SIGNED SEALED AND DELIVERED by
K.C. MANUFACTURERS (INDIA) PVT
LTD. in the presence of:-

1. Manoj Sr. Chindalia

2. Ratan Sugam Bancharia

K.C. MANUFACTURERS (INDIA) PRIVATE LIMITED

Santosh Kumar Dey
Authorised Signatory/Director

SIGNED SEALED AND DELIVERED by
LORD REAL ESTATE PVT LTD. in the
presence of:-

1. Manoj Sr. Chindalia

2. Ratan Sugam Bancharia

LORD REAL ESTATE PVT. LTD.

Santosh Kumar Dey
Director



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Registrar (S 7(2))
District Sub-Registrar II
23 Pughly Barraat

23 AUG 2011

SIGNED SEALED AND DELIVERED by
P.K.C & ASSOCIATES PVT LTD. in the
presence of:-

1. Manoj Kr Chindale

2. Ramesh Suresh Pancharia

For P.K.C. & Associates Pvt. Ltd.

Santosh Kumar Sanyal
Director

SIGNED SEALED AND DELIVERED by
P.S. ADVERTISING & MKT. PVT LTD.
in the presence of:-

1. Manoj Kr Chindale

2. Ramesh Suresh Pancharia

For P. S. Advertising & Mktg. Pvt. Ltd.

Santosh Kumar Sanyal
DIRECTOR/ Authorised Signatory

SIGNED SEALED AND DELIVERED by
P.S. BUILDCON PVT LTD. in the
presence of:-

1. Manoj Kr. Chindale

2. Ramesh Suresh Pancharia

For P S Buildcon Pvt. Ltd.

Pradip Kumar Chandra
DIRECTOR/ Authorised Signatory
(PRADIP KUMAR CHOPRA)

SIGNED SEALED AND DELIVERED by
P.S. CONSTRUCTIONS in the presence
of:-

1. Manoj Kr. Chindale

2. Ramesh Suresh Pancharia

FOR P. S. CONSTRUCTIONS

Pradip Kumar Chandra
Partner
(PRADIP KUMAR CHOPRA)



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Registrar (S 7(2))
District Sub-Registrar II
24 Parganas Barasat

23 AUG 2014

SIGNED SEALED AND DELIVERED by
PS GROUP REALTY LTD. in the
presence of:-

1. Manoj Kr. Chindale
2. Radhe Sujan Banchani

PS Group Realty Ltd.

Manoj Kumar Singh
Managing Director

SIGNED SEALED AND DELIVERED by
P. S. NIRMAN PVT. LTD. in the
presence of:-

1. Manoj Kr. Chindale
2. Radhe Sujan Banchani

For P. S. Nirman Pvt. Ltd.

Santosh Kumar Singh
DIRECTOR / Authorised Signatory

SIGNED SEALED AND DELIVERED by
P. S. ENCLAVE PVT. LTD. in the
presence of:-

1. Manoj Kr. Chindale
2. Radhe Sujan Banchani

For P. S. Enclave Pvt. Ltd.

Santosh Kumar Singh
DIRECTOR / Authorised Signatory

SIGNED SEALED AND DELIVERED by
P. S. INNS PVT. LTD. in the presence
of:-

1. Manoj Kr. Chindale
2. Radhe Sujan Banchani

PS INNS PRIVATE LIMITED

Santosh Kumar Singh
Director / Authorised Signatory



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Registrar (S 7(2))
District Sub-Registrar II
23 Pq. N. B. Barooat

23 AUG 2014

SIGNED SEALED AND DELIVERED by
P.S. NIVAS & PROMOTING PVT. LTD.
in the presence of:-

1. Manoj Kr Chindolia

2. Ramesh Sujan Pancharia

SIGNED SEALED AND DELIVERED by
SPANDAN ENCLAVE PVT. LTD. in the
presence of:-

1. Manoj Kr Chindolia

2. Ramesh Sujan Pancharia

SIGNED SEALED AND DELIVERED by
SUMIT QUALITY MARBLES PVT. LTD.
in the presence of:-

1. Manoj Kr Chindolia


2. Ramesh Sujan Pancharia

SIGNED SEALED AND DELIVERED by
RAINBOW ENCLAVE PVT. LTD. in the
presence of:-

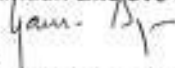
1. Manoj Kr Chindolia

2. Ramesh Sujan Pancharia

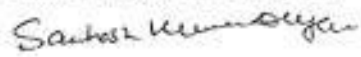
For P S Nivas & Promoting Pvt. Ltd.

DIRECTOR/ 
Authorised Signatory
(PRADIP KUMAR CHOPRA)

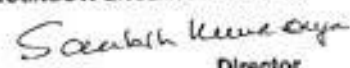
For Spandan Enclave Pvt. Ltd.

DIRECTOR/ 
Authorised Signatory

For Sumit Quality Marbles Pvt. Ltd.


Director

For RAINBOW ENCLAVE PVT. LTD.


Director



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REGISTRAR IS 7(2)
District Sub-Registrar II
24 Parganas Barasat

23 AUG 2014

SIGNED SEALED AND DELIVERED by
SANTOSH KUMAR DUGAR in the
presence of:-

Santosh Kumar Dugar

1. Manoj Kr Chindale
2. Radha Sanyam Pancharani

SIGNED SEALED AND DELIVERED by
SURENDRA KUMAR DUGAR in the
presence of:-

Surendra Kumar Dugar

1. Manoj Kr. Chindale
2. Radha Sanyam Pancharani

SIGNED SEALED AND DELIVERED by
MADHU DUGAR in the presence of:-

Madhu Dugar

1. Manoj Kr. Chindale
2. Radha Sanyam Pancharani

SIGNED SEALED AND DELIVERED by
KANAK LATA DUGAR in the presence
of:-

Kanak Lata Dugar

1. Manoj Kr. Chindale
2. Radha Sanyam Pancharani



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Registrar (IS 7(2))
District Sub-Registrar (I)
North 24 Parganas, Barasat

23 AUG 2014

SIGNED SEALED AND DELIVERED by
GAURAV DUGAR in the presence of:-

Gaurav Dg
(GAURAV DUGAR)

1. Manoj Kr Chindalia
2. Ramesh Suresh Pancharia

SIGNED SEALED AND DELIVERED by
SAURAV DUGAR in the presence of:-

Saurav Dg
(SAURAV DUGAR)

1. Manoj Kr Chindalia
2. Ramesh Suresh Pancharia

SIGNED SEALED AND DELIVERED by
RESHMI DEVI DUGAR in the presence
of:-

रेश्मी देवी दुग्गड़
(RESHMI DEVI DUGAR)

1. Manoj Kr Chindalia
2. Ramesh Suresh Pancharia

SIGNED SEALED AND DELIVERED by
PRADIP KUMAR CHOPRA in the
presence of:-

Pradip
(PRADIP KUMAR CHOPRA)

1. Manoj Kr Chindalia
2. Ramesh Suresh Pancharia

SIGNED SEALED AND DELIVERED by
LAKSHMI CHOPRA in the presence of:-

Lakshmi chopra
(LAKSHMI CHOPRA)

1. Manoj Kr Chindalia
2. Ramesh Suresh Pancharia



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Registrar (IS 7(2))
District Sub-Registrar II
23 Piyani Bazaar

23 AUG 2014

SIGNED SEALED AND DELIVERED by
RAVI KUMAR DUGAR in the presence
of:-

Ravi kumar Dugar

1. Manoj Kr Choudhary
2. Ratan Singh Pancharia

SIGNED SEALED AND DELIVERED by
PRATITI CHOPRA in the presence of:-

Pratiti Chopra

1. Manoj Kr Choudhary
2. Ratan Singh Pancharia

SIGNED SEALED AND DELIVERED by
JEW RAJKA PLASTICS PVT. LTD in
the presence of:-

For JEWRAJKA PLASTICS PVT. LTD,

Kamlesh Gandhi

1. Manoj Kr Choudhary
2. Ratan Singh Pancharia

[KAMLESH ^{Director} GANDHI]

SIGNED SEALED AND DELIVERED by
GYANESWAR PROJECTS PVT LTD. in
the presence of:-

GYANESHWAR PROJECTS PVT. LTD,

Ashish Bhura

Director

1. Manoj Kr Choudhary
2. Ratan Singh Pancharia

(ASHISH BHURA)

SIGNED SEALED AND DELIVERED by
GYANESWAR ENCLAVE PVT LTD. in
the presence of:-

GYANESHINAR ENCLAVE PVT. LTD,

Ashish Bhura

Director

1. Manoj Kr Choudhary
2. Ratan Singh Pancharia

(ASHISH BHURA)



[Handwritten signature]

Registrar (S 7(2))
District Sub. Registrar II
23, P. G. B. Bazar

23 AUG 2014

SIGNED SEALED AND DELIVERED by
TEERATH DEO DEALERS PVT LTD.
in the presence of:-

1. Manoj Kr. Chindalia

2. Ratan Sujan Pancharia

SIGNED SEALED AND DELIVERED by
PRAVACHAN VINCOM PVT LTD. in
the presence of:-

1. Manoj Kr Chindalia

2. Ratan Sujan Pancharia

SIGNED SEALED AND DELIVERED by
TOPSTAR CONCLAVE PVT LTD. in the
presence of:-

1. Manoj Kr. Chindalia


2. Ratan Sujan Pancharia

SIGNED SEALED AND DELIVERED by
TOPSTAR NIRMAN PVT LTD. in the
presence of:-


1. Manoj Kr. Chindalia

2. Ratan Sujan Pancharia

Teerathdeo Dealer Pvt. Ltd.


Director / Authorised Signatory
(HEMANTA KUMAR JHA)

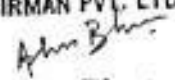
PRAVACHAN VINCOM PVT. LTD.


Director Authorised Signatory
(PRADIP KUMAR CHOPRA)

TOPSTAR CONCLAVE PVT. LTD.

Jitendra Kr. Bhatia
Director

TOPSTAR NIRMAN PVT. LTD.


Director
(ASHISH BHURA)



[Handwritten signature]

Registrar U/S 7(2)
District Sub-Registrar II
21 Poushik Barabati

23 AUG 2014

SIGNED SEALED AND DELIVERED by
KAMRUP MARKETING PRIVATE
LIMITED in the presence of:-

KAMRUP MARKETING PVT. LTD.
Suresh Kumar Agarwal
Director/Authorised Signatory

1. Manoj Kr. Choudhary
2. Ratan Singh Pancharia

SIGNED SEALED AND DELIVERED by
ELITE CONSUMER GOODS PRIVATE
LIMITED in the presence of:-

ELITE CONSUMER GOODS PVT. LTD.
P. U. Agarwal
Director/Authorised Signatory

1. Manoj Kr. Choudhary
2. Ratan Singh Pancharia

SIGNED SEALED AND DELIVERED by
TANVI RESIDENCY GOODS PRIVATE
LIMITED in the presence of:-

Tanvi Residency Private Limited
Abhishek Sharma
Director/Authorised Signatory

1. Manoj Kr. Choudhary
2. Ratan Singh Pancharia

SIGNED SEALED AND DELIVERED by
KAMRUP COMMERCIAL PRIVATE
LIMITED in the presence of:-

For KAMRUP COMMERCIAL PVT. LTD.
Ravi Nandan Singh
Director/Authorised Signatory

1. Manoj Kr. Choudhary
2. Ratan Singh Pancharia



[Handwritten signature]

Registrar (S 7(2))
District Sub. Registrar II
21 Paganjy Barsoat

23 AUG 2014

SIGNED SEALED AND DELIVERED by
EXPRESS CONSUMER GOODS
PRIVATE LIMITED in the presence of:-

1. Manoj Kr Choudhary
2. Radhe Sujan Pancharia

EXPRESS CONSUMER GOODS PVT. LTD

Ram Narain Agnihotri
Director/Authorized Signatory

SIGNED SEALED AND DELIVERED by
SRIJAN REALTY PRIVATE LIMITED
in the presence of:-

1. Manoj Kr Choudhary
2. Radhe Sujan Pancharia

FOR SRIJAN REALTY PRIVATE LIMITED

Ram Narain Agnihotri
Director/Authorized Signatory

SIGNED SEALED AND DELIVERED by
NORTH EAST CONSUMER GOODS
PRIVATE LIMITED in the presence of:-

1. Manoj Kr Choudhary
2. Radhe Sujan Pancharia

NORTH EAST CONSUMER GOODS PVT. LTD

Ram Narain Agnihotri
Director/Authorized Signatory

SIGNED SEALED AND DELIVERED by
SHIVAM RETAILERS PRIVATE
LIMITED in the presence of:-

1. Manoj Kr Choudhary
2. Radhe Sujan Pancharia

SHIVAM RETAILERS PVT. LTD

Ram Narain Agnihotri
Director/Authorized Signatory



[Handwritten signature]

Registrar (S 7(2))
District Sub. Registrar II
23 P. Govind Baruah

23 AUG 2014

SIGNED SEALED AND DELIVERED by
SHIVAM CONSUMER GOODS
PRIVATE LIMITED in the presence of:-

1. Manoj Kr Choudhary

2. Radhe Sujan Pancharia

for SHIVAM CONSUMER GOODS PVT. LTD.
Abhishek Sharma
Director / Authorized Signatory

SIGNED SEALED AND DELIVERED by
SATYALAXMI VINTRADE PRIVATE
LIMITED in the presence of:-

1. Manoj Kr Choudhary

2. Radhe Sujan Pancharia

SATYALAXMI VINTRADE PVT. LTD.
Abhishek Sharma
DIRECTOR / AUTHORIZED SIGNATORY

SIGNED SEALED AND DELIVERED by
SALASAR CONSUMER GOODS
PRIVATE LIMITED in the presence of:-

1. Manoj Kr Choudhary

2. Radhe Sujan Pancharia

SALASAR CONSUMER GOODS PVT LTD
SAPARWAL
Director / Authorized Signatory

(SUNIL ASARWAL)

SIGNED SEALED AND DELIVERED by
HALGOPAL REALDEV PRIVATE
LIMITED in the presence of:-

1. Manoj Kr Choudhary

2. Radhe Sujan Pancharia

for Halgopal Realdev Private Limited

Ram Narain Singh
Director / Authorized Signatory



[Handwritten signature]

Registrar (S-7(2))
District Sub-Registrar II
North 24 Parganas, Barasat

23 AUG 2014