



Serial No. 3

NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME
I, SWAPAN BANERJEE, duly appointed by the Government of
West Bengal as NOTARY and practising within the city of
Calcutta, Union of India do hereby certify that the Paper
Writings 'A' are presented before me by the Executant(s) An Agreement
between N.S.T. Housing Development Private Limited
having office at 20/1, Manindra Nath Mitra Rd,
Kolkata - 700009 (previously at 20/49/10, Biplobi St,
Eshwar Sarani - Kolkata - 67)

-AND-

M/S R.P.S. Tower Private Ltd, having its office
at G, Canal Street, 7th Floor, Kolkata - 700017

who has/have been properly identified, hereinafter
referred to as the Executant(s), this the

THE EXECUTANTS(S) having admitted the Execution of
the Paper Writings 'A' and being satisfied as to the identity of
the Executant(s) I have attested the Execution

IN FAITH AND TESTIMONY WHEREOF, I, SWAPAN
BANERJEE the Said NOTARY have hereunto subscribed my
name and affixed my Seal of Office on this the 24 FEB 2008

Swapan Banerjee
NOTARY

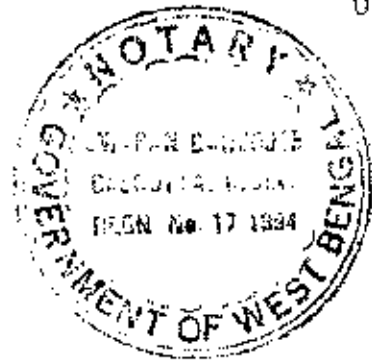


SWAPAN BANERJEE
Regn. No 17/1994
D-18/1, Karunamoyar Housing Estate,
Calcutta-700 091
Phone 359-0204



पश्चिम बंगाल WEST BENGAL

047380



THIS AGREEMENT made this 30th day of January Two Thousand and Six BETWEEN N.S.T. HOUSING DEVELOPMENT PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 and having its registered office at 20/1 Manindra Nath Mitra Row, Kolkata 700 009 (previously at 20/49/1E, Biplabi Barin Ghosh

Signature

15338 9 8 JAN 2006

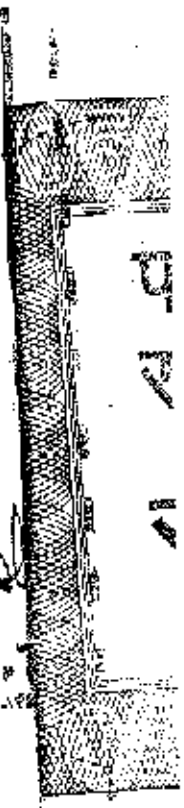
Arant Kumar Roy
ADVOCATE
10, KIRAN SHANKAR ROY ROAD
CALCUTTA - 700001

NAME
ADD
AMT 100/-

Certified that a single stamp of the value
of Rs. 100/- is required for the
Document for not available and the
number of Stamp which I can
Furnish so as to Make up the Required
Amount are as Follows.....

10/-	100
10/-	50
10/-	100
<hr/>	
30/-	160

[Signature]
ADVOCATE
CALCUTTA



চমবঙ্গ



पश्चिम बंगाल WEST BENGAL

007809



Sarani, Kolkata - 700 067) hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the **ONE PART AND M/S. RPS TOWER PRIVATE LTD.** a Company incorporated under the

Signature

18 JAN 2006

1938

NAME
ADD
CITY

Awani Kumar Roy
ADVOCATE
10, KIRAN SHANKAR ROY ROAD
CALCUTTA - 700001

500 Fifty only

Certified that the value of the value of Rs. 100/- is correct for the purpose of the stamp duty as per the amount of Rs. 100/- is correct for the purpose of the stamp duty as per the amount of Rs. 100/-

Rs. 100/-
Rs. 50/-
Rs. 10/-

Rs. 160/-

Signature

ANNEXURE 'A'



पश्चिम बंगाल WEST BENGAL

02AA 051757



Companies Act, 1956 and having its registered office at 6, Camac Street, 7th floor, Kolkata- 700 017 hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office) of the **OTHER PART**

Banno D.

19 JAN 2006

15836
NAME
ADD
CITY

Awani Kumar Roy
ADVOCATE
10, KIRAN BHANKAR ROY ROAD
CALCUTTA - 700001

Verified that the stamp of the value
of Rs. 100/- is affixed to the
document of A. K. Roy and that the
serial number of the stamp is
Furnished as follows:-
As per the following:-

100 - 108 ✓
100 - 52 ✓
100 - 102 ✓

300 - 160 ✓

[Signature]
10, KIRAN BHANKAR ROY ROAD
CALCUTTA - 700001



WHEREAS :

- A. One Sambhu Das Pyne was absolutely seized and possessed of or otherwise well and sufficiently entitled to amongst other the Premises No. 105/2A, Bidhan Nagar Road (formerly Ultadanga Main Road), Calcutta - 700 004, within Police Station Manicktola, more fully and particularly described and mentioned in the First Schedule hereunder written and hereinafter referred to "the said premises".
- B. The said Sambhu Das Pyne has died on 26th day of August, 1987, having duly published his last Will and Testament dated 22nd day of August, 1984 and a Codicil dated 27th day of May 1985.
- C. The said Sambhu Das Pyne by his said last Will and Testament dated 26th day of August, 1984, appointed his second son, Rabindra Nath Pyne, as the sole executor thereof.
- D. The said Sambhu Das Pyne, by his said Last Will and Testament dated 22nd day of August, 1984, gave devised and bequeathed the said premises to his two sons viz. Birendra

Birendra

Seena

Nath Pyne and Rajendra Nath Pyne absolutely in equal shares.



- E. The Said Rajendra Nath Pyne had filed an application being Letters of Administration Case NO. 162 of 1988 (Rajendra Nath Pyne - Vs - Amiya Nath Pyne & Others) in the City Civil Court at Calcutta for issuance of Letters of Administration, in respect of the said Last Will and Testament dated 22nd day of August 1984 and the said Codicil dated 27th day of May, 1985 of the said Sambhu Das Pyne.
- F. Letters of Administration of the said Last Will and Testament dated 22nd day of August 1984 and the said Codicil dated 27th day of May, 1985 of the said Sambhu Das Pyne, had been granted by Chief Judge, City Civil Court, on 10th day of January, 1996 in the said Letters of Administration Case No. 162 of 1988 to Sri G.C. Paul, Advocate and Sole Administrator.
- G. The said Rajendra Nath Pyne became absolutely seized and possessed of the said premises, having an undivided one half part or share therein.

S. R. S.

S. R. S.



- H. The said Birendra Nath Pyne became absolutely seized and possessed of the said premises, having an undivided one half part or share therein.
- I. The said Birendra Nath Pyne had died intestate on 13th day of January, 2000, leaving him surviving Smt. Suktara Pyne, his widow and Nripendra Nath Pyne, Nirendra Nath Pyne his two sons and Smt. Sumita Sen his daughter as his heirs and heiresses and legal representatives each one having undivided 1/8th share or interest in the said property.
- J. The said Rajendra Nath Pyne had died intestate on 29th day of June, 1999, leaving him surviving Smt. Manjushree Pyne, his widow and Rathindra Nath Pyne, Rajat Nath Pyne and Ramit Kumar Pyne his three sons as his heiresses and heirs and legal representatives each one having undivided 1/8th share or interest in the said property.
- K. By a registered Deed of Conveyance dated 29th January 2002 and made by and between Nripendra Nath Pyne therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No.

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1 Volume No. 1 Pages 1 to 29 Being No. 05367 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

- L. By another registered Deed of Conveyance dated 29th January 2002 and made by and between Smt. Sumita Sen therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 29 Being No. 05427 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

Sumita Sen

Secy

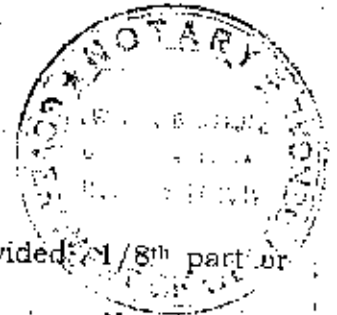


M. By another registered Deed of Conveyance dated 29th January 2002 and made by and between Smt. Suktara Pyne therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 29 Being No. 05366 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

N. By another registered Deed of Conveyance dated 29th January 2002 and made by and between Nirendra Nath Pyne therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 29 Being No. 05370 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the

Suktara Pyne

Suktara



Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

- O. By another registered Deed of Conveyance dated 31st January 2002 and made by and between Smt. Manjusree Pyne therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 13 Being No. 05935 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

- P. By another registered Deed of Conveyance dated 31st January 2002 and made by and between Rathindra Nath Pyne therein referred to as the Vendor of the One Part and

Rathindra Nath Pyne

S. S. Sanyal



N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 13 Being No. 05320 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

- Q. By another registered Deed of Conveyance dated 31st January 2002 and made by and between Rajat Nath Pyne therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 13 Being No. 05324 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven

Annexure

Signature



Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.

- R. By another registered Deed of Conveyance dated 31st January 2002 and made by and between Ramit Kumar Pyno therein referred to as the Vendor of the One Part and N.S.T. Housing Development Private Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 13 Being No. 05322 for the year 2003 the Vendor for the consideration and on the terms mention therein duly sold and conveyed to the Purchaser therein ALL THAT the undivided 1/8th part or share of the Vendor in the said Premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. morefully and particularly mention in the Schedule therein.
- S. By virtue of the aforesaid eight Deed of Conveyance the owner herein became the owner of ALL THAT the entirety of the said premises No. 105/2A, Bidhan Nagar Road, Kolkata measuring about four Bighas, Eleven Cottahs, Eleven Chittacks and Eleven Sq. ft. more fully and particularly described in the First Schedule hereunder written (hereinafter

Done this

Signature

referred to as the said property) free from all encumbrances charges liens and lispendenses.

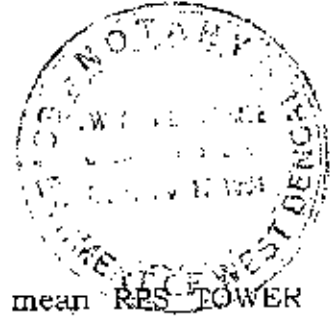


**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS :**

1. That in this agreement unless otherwise agreed upon the following expressions will have the following meaning :-
 - a) SAID PROPERTY shall mean all that piece and parcel of land measuring about 4 Bighas 11 Cottahs 11 Chittacks 11 Sq.ft. situated at and being the Premises No.105/2A Bidhan Nagar Road, Kolkata more fully and particularly described in the First Schedule hereunder written.
 - b) That BUILDING PLAN shall mean the existing sanctioned building permit No. 87(B-III) dated 13.08.2005 in respect of the said property for the proposed building prepared by the architect appointed by the Owner or any subsequent modifications and/or alteration and/or change in the said sanctioned plan if necessary by the Kolkata Municipal Corporation.
 - c) That OWNER shall mean N.S.T.HOUSING DEVELOPMENT PRIVATE LTD.

[Signature]

[Signature]



- d) That DEVELOPER/PROMOTER shall mean RES TOWER PRIVATE LIMITED carrying on business of promoting as defined under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, as amended and the Rules framed thereunder.
- e) That NEW BUILDING AND/OR MULTISTORIED BUILDING shall mean the building or buildings to be constructed at the said property by the Developer in accordance with the sanctioned building plan or subsequent modification thereof by the authorities concerned if necessary complete with water works, sanitary and plumbing, drainage, electrical etc.
- f) OWNER'S ALLOCATION shall mean 42% constructed area of the total sanctioned area of the proposed building to be constructed which is to be allocated to the owner and also proportionate share of the ultimate roof and open and covered car parking space of the proposed building together with 42% proportionate undivided share in land and all other easements and common facilities and/or amenities attached thereto more fully and particularly described in the Second Schedule hereunder written.

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- g) The DEVELOPER'S ALLOCATION shall mean the remaining 58% constructed area of the total sanctioned area of the proposed building together with proportionate share of the roof open and covered car parking space and/or other common amenities and/or facilities attached thereto together with 58% of the undivided share in the said property more fully and particularly described in the Third Schedule hereunder written.

2. On or before execution of this Agreement the owner has represented assured and covenanted with the Developer as follows:-

- i) That the owner has a clear marketable title in respect of the said property.
- ii) That the said property is free from all encumbrances, charges, mortgages, liens, lispendens, attachments, trusts whatsoever or howsoever but subject to one unauthorized occupation.
- iii) That there is no excess vacant land comprised in the said property within the meaning of the Urban Land (Ceiling & Regulation) Ac. 1976 nor there is any notice is issued in

Signature

Signature



respect of acquisition and/or requisition of any portion of the said property or any part or portion thereof.

- iv) The owner further declares that it has every right and/or authority to sell, dispose of, transfer and/or assign and/or to execute any agreement with any person and/or association and/or company for any purpose according to its own choice or discretion.
- v) On behalf of the owner a plan has been duly sanctioned by the Kolkata Municipal Corporation being Permit No.87(B-III) dated 13.08.2005 for construction of multistoried buildings complex in the said property.
- vi) That the Owner has not entered into any agreement for sale transfer and/or development in respect of the said property with any one else till date. The owner is however, entitled to deal with its owner's allocation area in terms of this Agreement.
- vii) That the owner agreed to co-operate and/or assist in all possible ways (except investments) to complete the work of construction and further agreed not to put any obstruction and/or objection during the period of construction. It is

[Signature]

[Signature]



further agreed and made clear that if the said construction is stopped or title is under challenge either at the instance of the owner or its men and agents or any one else in that event the owner would be solely liable and/or responsible to remove the encumber, claim and/or complication at its own cost and risk for which the Developer will have no liability and/or responsibility. In the event if the Developer suffers any loss and/or damages, the owner shall fully compensate the Developer including the loss of interest on the moneys invested by the Developer for the works undertaken on the said property.

3. The Developer/Promoter has represented that it is prime facie satisfied with regard to the marketable title of the owner in respect of the said property. However, the Developer will cause all necessary searches at its own costs with regard to the title of the property of the Vendor, the details of which are given in the Schedule hereunder.

4. That the owners hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer shall construct, erect and complete the Multi Storied building or buildings consisting of several flats and/or apartments on the said

Same as

See



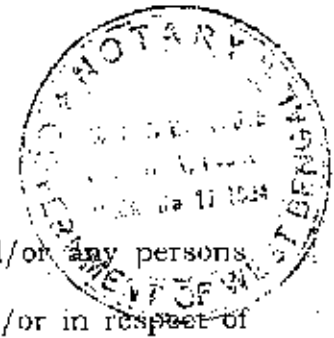
premises to be completed in all respects and in accordance with the building plan sanctioned by the Kolkata Municipal Corporation and/or any modification or variation therein and as per specification provided in the Fourth Schedule hereunder written.

5. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the owner and the Developer and in future consideration of the owner having agreed to grant the exclusive right of development of the said property to the Developer, it shall be the responsibility and obligations of the Developer to comply with the terms and conditions as follows:-

- a) To commence construction of the proposed building within four weeks from obtaining permission and certificate under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993 and shall complete the proposed building within 30 months from the date of such commencement subject however to extension of 6 (six) months thereafter on condition as stated hereinafter, provided however that in the event the building if not completed within the aforesaid extended period, the owners shall be at liberty to claim damages for incomplete work @ 1% per month provided however such delay shall not be

S. S. Das

S. S. Das



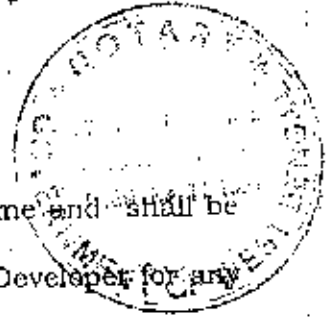
caused due to any act of the owner and/or any persons claiming any right against the owner and/or in respect of the said property.

- b) The owner shall execute necessary Deed of Conveyance in respect of the super built-up area together with the proportionate undivided impartible share or interest in the land underneath the proposed building concerning to the Developer's allocation in such part or portion as the Developer desire at any point of time even during construction or completion of the proposed building. The costs of registration and stamp duty and all charges and expenses in connection with the Developer's allocation shall be paid and borne by the Developer or its nominee or nominees. Provided, however, the Developer will be entitled to deliver the possession of the owner's allocation proportionately in the proposed building and will give notice in writing to the owner for taking such delivery of possession.

6. That the developer shall construct and complete the said multistoried building in accordance with the sanctioned plan and specification as per Fourth Schedule hereunder as have already agreed upon and shall undertakes full responsibility in this regard

Samir Singh

Yashwanth



and the owner shall not be responsible for the same and shall be saved and kept harmless and indemnified by the Developer for any accident or fatal accident which may occur in the said premises during the process of constructional activities and/or faculty design and/or any other anomaly or defect or default of whatsoever nature and the Developer shall keep the owner fully saved harmless and indemnified at all times against any loss of damages, suits, actions which the owner may be subject to and/or incur and/or sustain or any one else due to an accident during construction for any unauthorized construction in deviation of the sanctioned plan and/or due to any other cause of whatsoever nature.

7. In consideration of the Developer's construction the proposed building including the owner's allocation thereof at the cost and expenses of the Developer and in terms and conditions of this agreement Developer shall get the Developer's allocation in the Proposed building and will be entitled to deal with the same. Provided, however the Developer shall keep the owner fully indemnified against all consequences during the progress of construction of the proposed building.

8. That the Developer shall construct the proposed building of the aforesaid property by constructing several multi-storied building consisting of several flats and/or apartments thereon in

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accordance with the sanctioned building plan from the Kolkata Municipal Corporation, entirely at its own costs and expenses and efforts.

9. THE DEVELOPER FURTHER AGREES AND UNDERTAKES.

- a) To incur all costs, charges and expenses for planning modification and construction of the said multi-storied building or buildings consisting of several flats and/or apartments on the said property as per the specifications contained in the Fourth Schedule hereunder written including the payment of Architect's fees or any other fees that may be required for the proposed building by the Kolkata Municipal Corporation or any other statutory authority or authorities.
- b) To frame rules and regulations regarding the use of the respective allocations of the space of the owner and Developer or their nominee or nominees or to form the management Association and/or flat owner's society for the ultimate Owner or Owners of the proposed building only and/or otherwise Owner of the aforesaid building.

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- c) It has further been agreed by the Developer that immediately after execution of this Agreement in respect of the said property, the Developer shall duly demarcate the respective flats of the Owners to be allocated to the owners in the copy of the sanctioned building plan as stated hereinabove with proper colour and to be counter-signed by both the Developer and the Owner or their respective authorized signatories.
- d) That the Developer however agrees and undertakes to offer for delivery the for possession of the portion of the Owner's Allocation in the proposed buildings simultaneously delivery of possession of the Developer's Allocation of the proposed building. Be it specifically mentioned herein that if required the Developer shall be held liable to obtained the Registered promotion licence from the Government of West Bengal in respect of the Development of the Schedule property, before starting constructing thereon.
- e) That in consideration of this Agreement the Developer shall pay a sum of Rs.2,00,00,000/- (Rupees Two crores) only to the Owner as security money which is to be returned by the Owner to the Developer in the manner as follows :-

Devan Ran.

G/S no

24 FEB 2000

Dated



Swapan Banerjee

Advocate High Court, Calcutta

Bar Association

Room No. 2, Calcutta-700001

and NOTARY, CALCUTTA

Govt. of West Bengal

The Calcutta City Courts Bar Association

(2nd Floor) Calcutta-700 001

Residence:

D-18/1, KARUNAMOYEE HOUSING ESTATE

CALCUTTA-700 081

Phone : 358-0204



i) Rs.1,00,00,000/- (Rupees One Crore only) within seven days from the casting of the ultimate roof.

ii) Rs.50,00,000/- (Rupees Fifty lacs only) within seven days after marble flooring of the Owner's Allocation area.

iii) Rs.50,00,000/- (Rupees Fifty lacs only) within seven days of the receipt of the completion certificate.

9. **THE DEVELOPER SHALL BE ENTITLED :**

- a) To construct and complete the said multi-storied building or buildings in all respect and in terms of this Agreement and in accordance with the building plan sanctioned by the authorities concerned and as per the specifications mentioned in the Schedule "B" within the stipulated time of 30 months.
- b) To enjoy, negotiate and enter into Agreement for Sale with intending buyers and accept advance and/or consideration money for the disposal of Developer's Allocation as he may think fit and proper from all such person or persons he may desire without any interference from the owners.

Amma Am.

S. B. R.

**10. THE OWNER AGREES :**

- a) To sign and execute all necessary papers, undertakings, affidavits documents, declarations, deeds, modifications of plan which may be required for sanction of plan and modification of the sanctioned building plan in connection with the construction of the proposed building in terms of this Agreement.
- b) To Co-operate with the Developer for construction and completion of the proposed Multi-storied building or buildings at the said premises No.105/2A, Bidhan Nagar Road, Kolkata - 700054 within the limits of Kolkata Municipal Corporation.
- c) To handover the Original sanction building plan and other relevant paper in respect of the said property to the Developer.

11. THE OWNER HAS FURTHER AGREED AS FOLLOWS :-

- a) Not to cause any obstruction or interference in the bonafide and law full construction erection and completion of the proposed multi-storied building or buildings at the said property at any material point of time or construction.

[Signature]

[Signature]



- b) To deliver the possession of the said property on or before the day of the execution of this agreement to the Developer to enable the Developer to commence the constructional work on the proposed building or buildings in terms of this Agreement.
- c) To execute Power of Attorneys in favour of the Developer or its nominee or nominees for getting the modification of the existing sanctioned building plan and for construction and commercial exploitation of the said proposed building or buildings at the said premises No.105/2A, Bidhan Nagar Road, Kolkata, morefully and particularly mentioned and described in the First Schedule hereunder written and to authorize the said Developer to execute and register the sale deeds/Agreement for Sale or other documents and receive the consideration money in respect of the Developer's Allocation in the proposed building at the said property, to the prospective buyer or buyers and also to present such deed before the Appropriate Registering authority and also to admit the execution of the same in due form of law. The costs of stamp duty payable in such sale deeds, registration charges and other costs and charges payable in respect thereof shall be paid and borne by the Developer or his nominee/nominees or the intending prospective buyer.

[Signature]

[Signature]



- e) To pay all the arrears rates and taxes of the Kolkata Municipal Corporation and other outgoings in respect of the said premises upto the quarter immediately precedent to the date of delivery of possession of the said premises to the Developer by the owners for the said development. The Developer shall however pay and bear all the Municipal rates and taxes and other outgoings in respect of the said premises for the period from the date of delivery of possession of the premises by the owners to the Developer in terms of this Agreement till the period or time the Developer has offer for delivery of possession to the Owner's of owner's allocation of the super built up area in the proposed multi storied buildings.
- f) Not to induct any tenant or encumber the said premises and keep the said premises free from all encumbrances, charges, liens, attachments *dispendens* whatsoever.

12. **GENERAL :**

- a) The Developer shall not be treated in default if the work is delayed due to the reasons amounting to 'Force Majeure'. It is however specifically provided herein and agreed that enhancement in the price of building materials shall not in

Signature

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any way be constructed or considerable a ground for delay on the part of the Developer.

- b) Both the Developer and the Owners shall be entitled to deal with or to dispose of their respective shares of the constructional space in the proposed multi-storied building/buildings in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any terms and provisions of this Agreement.
- c) That in the event of any further F.A.R. being added to the present land the Developer shall be entitled to apply for and obtain the same and in the event of such additional F.A.R. being made available, the additional constructed area will also be apportioned and divided between the owner and the Developer in the aforesaid proportion. All costs and expenses in respect thereof shall however be paid and borne by the Developer.
- d) That the Developer hereby undertakes that during the constructional period upto the completion of the proposed Multi-storied Building, the developer shall make an arrangement for insurance of the materials and masons and the portion of construction already made and in that respect

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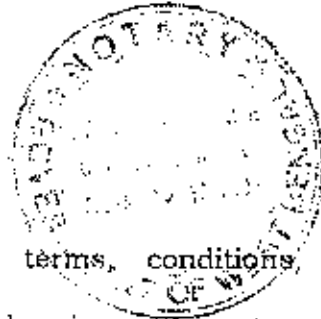
the cost and expenses to be incurred and borne by the Developer and the Developer further noted herein that after completion of the construction of the proposed building and handing over possession of the flats of the new building to the Owners and the nominee or nominees of the Developer, the Developer shall not be liable to pay the premium for insurance of the said building.

13. **MISCELLANEOUS :**

- i) For the purpose of sale and transfer of the respective allocation no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.
- ii) It shall be the responsibility of the Developer to obtain the maximum possible space within and in accordance with the bye-laws of the Kolkata Municipal Corporation and other authorities concerned for the maximum commercial exploitation of the value of the said property.
- iii) There is no need of seeking permission for selling the space of the Developer's allocation and this Agreement itself should be treated as consent of the owner provided that the Developer shall have and be responsible to fulfilled,

Bruno Th...

G. J. J.

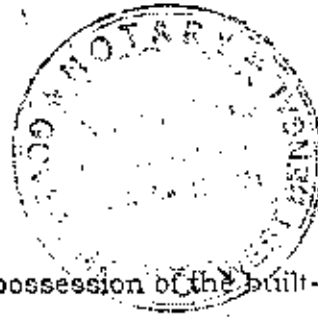


performed and discharges all the terms, conditions stipulations and covenants contained herein on his part.

- iv) It has been agreed that the name of the building shall be given as per mutual arrangement of the parties.
- v) That after such delivery of possession of the premises by the owner to the Developer in terms of this Agreement, the Developer shall not create any encumbrances and/or liens in respect of the said property provided, however, that the Developer's exclusive right for development of the property shall not in any way be affected.
- vi) On completion of the proposed building and delivery of the Owner's allocation as stated herein before the Developer shall also take necessary steps for formation of Association of the respective owners of the proposed building and shall make over the charge for maintenance of the said building to the said Association and shall further hand over all necessary charges and/or other documents to the said Association.
- vii) The Developer covenants with the owners that it will register its name as the promoter under the relevant State

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Laws of statutes and while delivering possession of the built-up area from its own allocation in the proposed multi-storied building to the proposed buyers shall duly comply with and confirm to the provisions of West Bengal Tax Acts, 1996 and the rules framed thereunder and hereby undertakes to keep the owner saved harmless and indemnified against all actions, suits, proceedings, costs, damages and expenses that the owner may be subjected to and/or sustain or incur arising therefrom or in connection therewith due to fault of Developer.

14. **ARBITRATION :**

- a) Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective terms and conditions herein contained or touching these presents or determination of any liability obligation and rights of parties during the subsistence of these presents or thereafter, the same shall be referred to the arbitration and the dispute shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other law for the time being in force and the decision of the said Arbitrator shall be final and binding upon the parties.

Arjun K.

C.S.S. 7/11



- b) The Arbitrator shall have summary power to give interim awards and/or directions.

15. **JURISDICTION :**

That appropriate Courts at Calcutta, alone shall have exclusive jurisdiction to entertain and by taking all actions, suits and proceedings arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT one storeyed brick built structure and shed, together with the piece or parcel of revenue redeemed land, thereunto belonging, containing by estimation four bighas, eleven cottahs, eleven chittacks and eleven Square feet, more or less situate, lying at and being Premises No. 105/2A, Bidhan Nagar Road (formerly known as Ultadanga Main Road), Calcutta-700 004 (formerly the demarcated and separated eastern portion of Premises No. 105/2, Ultadanga Main Road), included in Holding No. 26/175, Division 2, Sub-Division 10, Thana Manicktola, Sub-Registry Sealdah, in the District of Twenty Four Parganas (South) and butted and bounded in the manner following that is to say :

ON THE NORTH : Partly by Ultadanga Main Road, and Partly by C.I.T. required land of old 105/2, Ultadanga Main Road ;

Suman Ran.

S. S. S.



- ON THE EAST : By Premises No. 105/1, Ultadanga Main Road ;
- ON THE SOUTH : By the existing surface drain attached to and forming part of the said premises 105/2A, Bidhan Nagar Road (formerly Ultadanga Main Road) and by one which is premises 20/B, Murari Pukur Road and
- ON THE WEST : Partly by Premises 105/2B, Bidhan Nagar Road (formerly Ultadanga Main Road) and partly by the C.I.T. acquired land of the said premises 105/2, Ultadanga Main Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

[OWNER'S ALLOCATION]

ALL THAT 42% constructed area of the total sanctioned area of the proposed building to be constructed which is to be allocated to the owner and also proportionate share of the ultimate roof and open and covered car parking space of the proposed building together with 42% proportionate undivided share in land and all other easements and common facilities and/or amenities attached thereto

[Signature]

[Signature]



THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT the remaining 58% constructed area of the total sanctioned area of the proposed building together with proportionate share of the roof open and covered car parking space and/or other common amenities and/or facilities attached thereto together with 58% of the undivided share in the said property

THE FOURTH SCHEDULE ABOVE REFERRED TO

Common Areas, Facilities and Amenities

The Owner and Developer along with other co-owners of the land, occupiers, Society or Syndicate or Associations shall allow each other the following easement and quasi-easement right, privileges etc.

- a) Land appertaining to the New Building.
- b) All sides spaces, back spaces, path, passages, drain ways in the New Building.
- c) General Lighting of the common portions and spaces for installation of electric meters in general and separate.
- d) Drains and sewers from the New Building in the Municipal Connection drain and/or sewerage.

Signature

Signature



- e) Staircase and staircase landing.
- d) Lobbies in each floor.
- g) Common septic tank.
- h) Common Water Pump.
- i) Common Overhead and Underground Water Reservoir.
- j) Common Electric Line.
- k) Water and sewerage evacuation from the pipes of every unit, to drain and sewerage common to the New Building.
- l) Durwan's room and other areas and spaces of the new Building intended for common use.
- m) Automatic elevators/lifts of 6 passenger capacity each.

THE FIFTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS OF CONSTRUCTION

- 1. Super Structure : R.C.C. Frame structure.
- 2. Walls : Brick Masonry.
- 3. Elevation : Ornamental.

Signature

Signature



4. Stair Case : Marble.
5. Lobby : Italian Marble with wall paneling & spot lights.
6. Main Door : Flush door with teak veneer on both sides with lacquer polish.
7. Inside Doors : Flush Doors.
8. Windows : Aluminium Anodized.
9. Finish : Rooms - marble flooring, POP wall finish kitchen- marble flooring. Designer ceramic wall tiles, stainless steel sink, Hot & Cold water supply.

Bathrooms - Hot & Cold water supply in shower and basin, shower height tiles, ISI marked colour sanitary ware, Jaguar/ equivalent make fittings.
10. Electrical : Concealed copper wiring. A/c point in bed room/living-dining

Sumitran

Seena

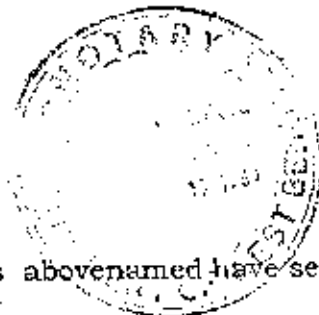


room, modular switches.

11. Telephone : The each bedroom/living-dining room.
12. TV Point : In each bedroom/living-dining room.
13. Lifts/Elevators : Make of 6 passenger capacity each.
14. Misc. protection : Effective Fire fighting equipment.
15. Water : Latest high capacity iron removal water filtration plant.
16. Generator : Capable of supplying 2 watt per flat.
17. Security : ECTV cameras at strategic points in the building with burglar/security alarm in each apartment.

S. S. Srinivas

S. S. Srinivas



IN WITNESS WHEREOF the parties abovenamed have set and subscribed their respective hands and seals on the day, month and year first above written.

For
NRI Housing Development Private Limited
Suparna Ghos.
Director

SIGNED, SEALED AND DELIVERED

by the OWNER in presence of :

Nani Gopal Kanda.

For
NRI Housing Development Private Limited
Amrita Bora Das.
Director

For
NRI Housing Development Private Limited
...
Director

For
NRI Housing Development Private Limited
Amundhata Dhar
Director

SIGNED, SEALED AND DELIVERED

by the DEVELOPER in presence of :

Hemant Kumar Ray
As

R P S TOWER PVT. LTD.
Sudhakar Ghose
Director

Identified by me
R. G. Gaudin
Advocate
Regn No. 48-B-8

24 FEB 2006

L.T.A.(S) Signature (S) of the
Subscribes attested by me on identification

Swapan Banerjee
SWAPAN BANERJEE
Attorney, Calcutta
Comm. of West Bengal
Regn No. 1726
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Developer the within mentioned sum of Rs.2,00,00,000.00 (Rupees Two crores) only being the consideration money as per memo given below :-



Rs.2,00,00,000.00

M E M O

- | | |
|---|------------------|
| 1. Cheque No.932954 dated 28.1.2006 drawn on ABN Amro Bank, Brabourne Road Branch, Kolkata in favour of the Owner. | Rs. 75,00,000.00 |
| 2. Cheque No.749203 dated 28.1.2006 drawn on Corporation Bank, Mookherjee House, Brabourne Road Branch, Kolkata in favour of the Owner. | Rs. 75,00,000.00 |
| 3. Cheque No.932955 dated 28.2.2006 drawn on ABN Amro Bank, Brabourne Road Branch, Kolkata in favour of the Owner. | Rs. 25,00,000.00 |
| 4. Cheque No.749204 dated 28.2.2006 drawn on Corporation Bank, Mookherjee House, Brabourne Road Branch, Kolkata in favour of the Owner. | Rs. 25,00,000.00 |

 Rs.2,00,00,000.00

(Rupees Two crores) only.

WITNESSES :

1. *Nani Gopal Kanda*
20/49/1E Bipbabi
Banshi Ghosh Sarani
Kat Kalā. 67

For

Not Housing Development Private Limited

Director

 OWNER

2.

DATED THIS 20th DAY OF January 201

BETWEEN

N. S. T. HOUSING DEVELOPMENT PRIVATE
LIMITED

AND

RPS TOWERS PRIVATE LIMITED

MEMORANDUM OF AGREEMENT

MR. AWANI KUMAR ROY

Advocate

10, Kiran Shankar Roy Road
Kolkata-700 001.