5176/2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

VC 138/15

T 990793

B-249537/15

Tot Rs 27,19,02,757/-

Certified that the document is admitted to registration
Registration
Endorsement
as the part of this document

Additional Registrar
of Assurances, Kolkata

2-7-15

THIS DEVELOPMENT AGREEMENT made this the 26th day of May **TWO THOUSAND AND FIFTEEN**

29524

22 MAY 2015

No.....Rs. 100/- Date.....

Name:-.....

Address:-.....

Vendor-.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol - 27

BAPI DAS

Advocate

Alipore Police Court

Calcutta-700027

Jayanta Pandit -

S/o Gour hari Pandit -

Chowkhetti (Netaji Bhawan)

Kol - 700149.

See here.

ADDITIONAL REGISTRAR

16 JUN 2015

BETWEEN

(1) CLARITY BARTER PRIVATE LIMITED (INCOME TAX PAN: AACCC7448M), (2) ANURAG ENCLAVE PRIVATE LIMITED (INCOME TAX PAN AAFCA5886L), both private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, represented by their Director **Mr. Gaurav Dugar, [INCOME TAX PAN: AGRPD3020C].** son of Sri Surendra Kumar Dugar, residing as 28, Dover Road, Police Station – Ballygunge, Post Office – Ballygunge, Kolkata – 700 019 **(3) RISHI ENCLAVE PRIVATE LIMITED (INCOME TAX PAN: AADCR2221C), (4) RISHI COMPLEX PRIVATE LIMITED (INCOME TAX PAN: AADCR2222B),** both private limited companies incorporated under the provisions of the Companies Act, 2012, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, represented by their Authorised Signatory **Mr. Gaurav Dugar, [INCOME TAX PAN: AGRPD3020C],** son of Sri Surendra Kumar Dugar, residing as 28, Dover Road, Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 019 vide Board Resolution dated 02/05/2015, **(5) HIMADRI TIEUP PRIVATE LIMITED (INCOME TAX PAN NO: AABCH6469G), (6) KALINDI AGENCY PRIVATE LIMITED (INCOME TAX PAN: AACCK7324C), (7) ANURAG HIRISE PRIVATE LIMITED (INCOME TAX PAN: AAFCA5885K), (8) GURUKUL CONSULTANT PRIVATE LIMITED (INCOME TAX PAN: AACCG5115B),** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, represented by their Director **Mr. Manoj Kumar Chindalia [INCOME TAX PAN: AFXPC9213P],** son of Shri Khiwkaran Chindalia, residing as 71, Ramlal Agarwala Lane, 3rd floor, Ghosh Para, Sinthee More, Police Station – Baranagar, Post Office – Sinthi, Kolkata – 700 050, **(9) MATRIBHUMI TIEUP PRIVATE LIMITED (INCOME TAX PAN: AAECM5200F),** , a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, represented by its Director **Mr. Tapan Kumar Patra [INCOME TAX PAN: AMJPP5425D],** son of Sri Khagendra Nath Patra, residing as 36, Tiljala Road, 2nd floor, Police Station – Tiljala, Post Office – Tiljala, Kolkata – 700 039 **(10) UPLINK COMMERCIAL PRIVATE LIMITED (INCOME TAX PAN: AAACU7944G), (11) UMABALA HIRISE PRIVATE LIMITED (INCOME TAX PAN: AAACU7946E), (12) UMABALA INFRASTRUCTURE PRIVATE LIMITED (INCOME TAX PAN: AAACU7945H),** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 83, Topsia Road (S), Police Station – Topsia , Post Office – Gobindo Khatick Road, Kolkata – 700 046, represented by their Director **Mr. Tapan Kumar Patra [INCOME TAX PAN: AMJPP5425D],** son of Sri Khagendra Nath Patra, residing as 36, Tiljala Road, 2nd floor, Police Station – Tiljala, Post Office – Tiljala, Kolkata – 700 039, **(13) SIDDHARTH**

ADDITIONAL REGISTRAR
OF ...
1 6 JUN 2015

ADVISORY SERVICES PRIVATE LIMITED (INCOME TAX PAN: AAJCS5765L), a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, represented by its Director **Mr. Gautam Das, [INCOME TAX PAN: APDPD2620R]**, son of Late Lalit Mohan Das, residing as 100, Tollygunge Road, Police Station – Tollygunge, Post Office – Sahanagar, Kolkata – 700 026, **(14) (15) KHAZANA TIEUP PRIVATE LIMITED (INCOME TAX PAN: AACCK7523K), (16) SHREE VINAYAK VILLA PRIVATE LIMITED (INCOME TAX PAN: AAJCS6568H)**, both private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 8 Camac Street, 5th Floor, Room No. 3A, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata – 700 017, represented by their Director **Mr. Prakash Sharma [INCOME TAX PAN: BBMPS4725A]**, son of Mr. Hrishikesh Sharma, residing at 40 DumDum Road, Police Station and Post Office – DumDum, Kolkata – 700074, **(17) KYAL PROMOTERS PRIVATE LIMITED (INCOME TAX PAN: AACCK7325D), (18) KYAL HIRISE PRIVATE LIMITED (INCOME TAX PAN: AACCK7326A), (19) KYAL REALESTATE PRIVATE LIMITED (INCOME TAX PAN: AACCK7327B), (20) KYAL RESIDENCY PRIVATE LIMITED (INCOME TAX PAN: AACCK7525R), (21) KYAL COMPLEX PRIVATE LIMITED (INCOME TAX PAN: AACCK7526N), (22) KYAL REALTORS PRIVATE LIMITED (INCOME TAX PAN: AACCK7524Q), (23) LAKSHYA DISTRIBUTORS PRIVATE LIMITED (INCOME TAX PAN: AABCL1583F), (24) SHEROWALI DISTRIBUTORS PRIVATE LIMITED (INCOME TAX PAN: AAJCS5764M), (25) PARMATMA TIEUP PRIVATE LIMITED (INCOME TAX PAN: AADCP8133D), (26) STEADFAST TIEUP PRIVATE LIMITED (INCOME TAX PAN: AAJCS6570K), (27) LIBERAL BARTER PRIVATE LIMITED (INCOME TAX PAN: AABCL1585D), (28) SITARA BARTER PRIVATE LIMITED (INCOME TAX PAN: AAJCS6571J), (29) LILY ADVISORY SERVICES PRIVATE LIMITED (INCOME TAX PAN: AABCL1584C), (30) SNEHSIL ADVISORY PRIVATE LIMITED (INCOME TAX PAN: AAJCS6569G), (31) KYAL HOUSING PRIVATE LIMITED (INCOME TAX PAN: AACCK7328Q)**, all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at No.36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020, all are represented by their Authorised Signatory **Mr. Prakash Kumar Bhimrajka (INCOME TAX PAN: ADGPB7657M)**, son of Late Bajrang Lal Bhimrajka, residing at Flat No.2A, 2nd floor, 131/9, N. S. C. Bose Road, Police Station – Regent Park, Post Office – Regent Park, Kolkata – 700 040 vide Board Resolution dated 28/04/2015, all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 12C, Chakraberia Road North, Kolkata – 700 020, **(33) AANCHAL BARTER PRIVATE LIMITED (INCOME TAX PAN: AAFCA4798K), (34) ADARSH GOODS PRIVATE LIMITED (INCOME TAX PAN: AAFCA4797F), (35) ANUBHAV SALES PRIVATE LIMITED (INCOME TAX PAN: AAFCA4795E), (36) NAWYA COMMERCIAL PRIVATE LIMITED (INCOME TAX PAN: AACCN2104K), (37) PIYUSH**

VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AADCP7443G), (38) PRAKASH VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AADCP7440F), (39) SPARSH VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AAJCS4641M), all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by their Director **Mr. Manoj Gupta [INCOME TAX PAN: AGRPG1199B]**, son of Mr. Kundanlal Gupta, residing at 36H, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053 vide Board Resolution dated 20/04/2015, **(40) AKRITI GOODS PRIVATE LIMITED (INCOME TAX PAN: AAFCA4793C),** a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by its Authorized Signatory **Mr. Mayank Agarwal [INCOME TAX PAN: AGPBA6924G]**, son of Mr. Vijay Kumar Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053 vide Board Resolution dated 20/04/2015 **(41) ANMOL BARTER PRIVATE LIMITED (INCOME TAX PAN: AAFCA4797G), (42) ASTHA BARTER PRIVATE LIMITED (INCOME TAX PAN: AAFCA4796H), (43) MEGAMART MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AAECM7661A),** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by their Director **Mr. Mayank Agarwal [INCOME TAX PAN: AGPBA6924G]**, son of Mr. Vijay Kumar Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, **(44) PRINCIPLE VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AADCP9869Q), (45) SARVOTTAM GOODS PRIVATE LIMITED (INCOME TAX PAN: AAJCS4644Q), (46) SHELTER TIE-UP PRIVATE LIMITED (INCOME TAX PAN: AAKCS1403J), (47) UPWARD MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AAACU8435G),** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by their Director **Mr. Rachit Agarwal [INCOME TAX PAN: AFRPA2182H]**, son of Mr. Vijay Kumar Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, **(48) COMPARE VANIJYA PRIVATE LIMITED (INCOME TAX PAN: AACCC8834F), (49) GURUKUL VYAPPAR PRIVATE LIMITED (INCOME TAX PAN: AACCG6536E), (50) MANTRA VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AAECM7660B), (51) PROBAL MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AADCP9867A), (52) ROCKET VANIJYA PRIVATE LIMITED (INCOME TAX PAN: AADCR3739F), (53) CREEK VANIJYA PRIVATE LIMITED (INCOME TAX PAN: AACCC8832D), (54) INNOVATIVE VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AABCI5600C),** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 105, Park Street, Police Station – Park

Street, Post Office – Park Street, Kolkata - 700 016, represented by their Authorized Signatory **Mr. Kamlesh Agarwal [INCOME TAX PAN: ADCPA9884D]**, son of Mr. Shyamlal Agarwal, residing at P-547, Block – N, New Alipore, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, vide Board Resolution dated 20/04/2015 **(55) MUMPEE MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AAECM7662D), (56) SAMPARK VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AAJCS4642J), (57) VERTICAL VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AACCV3057F), (58), (59) SAMAY BARTER PRIVATE LIMITED (INCOME TAX PAN: AAJCS4643K),** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by their Authorised Signatory **Mr. Murari Lal Agarwal [INCOME TAX PAN: AFAPA1959B]**, son of Mr. Jagannath Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, vide Board Resolution dated 20/04/2015 **(60) PRAMAAN DISTRIUTORS PRIVATE LIMITED (INCOME TAX PAN: AADCP7441E), (61) PRAVAAH VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AADCP7442H), (62) SENSITIVE VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AAKCS1399B), (63) HAMRAHI CONSULTANTS PRIVATE LIMITED (INCOME TAX PAN: AABCH7378G), (** all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by their Director **Mr. Murari Lal Agarwal [INCOME TAX PAN: AFAPA1959B]**, son of Mr. Jagannath Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, (61) **P. S. INNS PRIVATE LIMITED (INCOME TAX PAN: AABCP4805C)**, a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, represented by its Director **Mr. Pradip Kumar Chopra, [INCOME TAX PAN: ACAPC9922B]**, son of Late Motilal Chopra, residing as 52/4/1, Ballygunge Circular Road, Police Station – Ballygunge, Post Office – Ballygunge, Kolkata – 700 019(62) **UDAY INFOTECH PRIVATE LIMITED (PAN NO: AABCU0640C)**, a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at No.36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata – 700 020, represented by its Authorised Signatory **Mr. Prakash Kumar Bhimrajka (INCOME TAX PAN: ADGPB7657M)**, son of Late Bajrang Lal Bhimrajka, residing at Flat No.2A, 2nd floor, 131/9, N. S. C. Bose Road, Police Station – Regent Park, Post Office – Regent Park, Kolkata – 700 040 vide Board Resolution dated 28/04/2015, (63) **SHAILJA INFRASTRUCTURE DEVELOPERS PRIVATE LIMITED (INCOME TAX PAN: AAMCS0788E)**, a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata – 700 016, represented by its Authorised Signatory **Mr. Murari Lal Agarwal [INCOME TAX PAN: AFAPA1959B]**, son

of Mr. Jagannath Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, vide Board Resolution dated 20/04/2015, **(64) SHAILJA DEVELOPERS PRIVATE LIMITED (INCOME TAX PAN: AAMCS0789F),** a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by its Director **Mr. Murari Lal Agarwal [INCOME TAX PAN: AFAPA1959B],** son of Mr. Jagannath Agarwal, residing at 97, Tollygunge Circular Road, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, all aforesaid parties No. 1 to 64 hereinafter collectively referred to as the **PART I OWNERS** [which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successor or successors-in-office/interest and/or assigns] of the **FIRST PART**

AND

(65) SNOWFALL VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AALCS9691P), (66) IMROVE SUPPLIERS PRIVATE LIMITED (INCOME TAX PAN: AABCI8878A), both private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 48A, Park Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata – 700 016, represented by their Director **Mr. Vikash Agarwal, [INCOME TAX PAN: ADCPA9855E],** son of Sri Niranjan Lal Agarwal, residing at P-547, Block – N, New Alipore, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, **(67) PREMIUM AGENCIES PRIVATE LIMITED (INCOME TAX PAN: AAECP6703A), (68) ALANKAR VINTRADE PRIVATE LIMITED (INCOME TAX PAN: AAHCA0465D),** both private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 48A, Park Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016, represented by their Director **Mr. Vishal Agarwal, [INCOME TAX PAN: ADCPA9882F],** son of Sri Niranjan Lal Agarwal, residing at P-547, Block – N, New Alipore, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, **(69) GREENLINE TIE-UP PRIVATE LIMITED (INCOME TAX PAN: AADCG1555C),** a private limited company incorporated under the provisions of the Companies Act, 2012, having its registered office at 48A, Park Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016, represented by its Director **Mr. Bimal Kumar Agarwal, [INCOME TAX PAN: ACLPA2250P],** son of Sri Niranjan Lal Agarwal, residing at P-547, Block – N, New Alipore, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053 **[70] FAIRPLAN MARKETING PRIVATE LIMITED (INCOME TAX PAN: AABCF2287L),** a Private Limited Company incorporated under the Companies Act, 2012, having their Registered Office at 48A, Park Street, Police Station – Shakespeare Sarani , Post Office – Park Street, Kolkata - 700 016, represented by its Director **Mr. Vaibhav Agarwal, [INCOME TAX PAN: AOLPA9723P],** son of Sri Niranjan Lal Agarwal,, residing at P-547, Block – N, New Alipore, Police Station – New Alipore, Post Office – New Alipore, Kolkata – 700 053, **(71) SILVERLINE SUPPLIERS**

PRIVATE LIMITED (INCOME TAX PAN: AALCS9692Q), (72) EVEREST VINCOM PRIVATE LIMITED (INCOME TAX PAN: AABCE9752D), 73) SUNBRIGHT TRADELINKS PRIVATE LIMITED (INCOME TAX PAN: AALCS9690N), (74) KARISHMA TIE-UP PRIVATE LIMITED (INCOME TAX PAN: AADCK3786D) AND (75) GOLDMINE DISTRIBUTORS PRIVATE LIMITED (INCOME TAX PAN: AADCG1557A), all private limited companies incorporated under the provisions of the Companies Act, 2012, having their registered office at 109, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, represented by their Director **Mr. Sudesh Kumar Gupta, [INCOME TAX PAN: ACXPG5797K]**, son of Mr. Kundan Lal Gupta, residing at 109, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, all aforesaid Parties No. 65 to 75, hereinafter collectively referred to as the **PART II OWNERS** [which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successor or successors-in-office/interest and/or assigns] of the **SECOND PART**

The said **Part I Owners** and the **Part II Owners** wherever the context so permits are collectively referred to as the **"Owners"**.

AND

PS SRIJAN ESTATE (INCOME TAX PAN: AALFP7017M) a registered Partnership Firm, having its Office at 83, Topsia Road(South), Police Station – Topsia, Post Office – Gobindo Khalik Road, Kolkata – 700046, represented by **Mr. Surendra Kumar Dugar [INCOME TAX PAN: ACUPD1317K]**, son of Late J. M. Dugar, residing at 28, Dover Road, Police Station – Ballygunge, Post Office – Ballygunge, Kolkata – 700 019 Director of the Partner **PS Group Realty Ltd.**, 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 all its partners and their and each of their respective heirs, successors, executors, administrators, legal representatives and/or assigns and successors-in-interest and assigns) of the **THIRD PART**

WHEREAS:-

A) The Owners & P 5 Highrise Pvt. Ltd. are presently entitled to ALL THAT the various pieces and parcels of land containing by estimation and area of 22 Bighas 1 cottah 10 chittacks and 9 sq. ft. equivalent to 3,17,979 sq. ft. (more or less) situate lying at and being Municipal Premises No. 49A Manmohan Banerjee Road, Behala, Kolkata 700 039, 49A/1 Manmohan Banerjee Road, Behala, Kolkata 700 039, 49A/2 Manmohan Banerjee Road, Behala, Kolkata 700 039 within the municipal of Ward No.118 Kolkata Municipal Corporation (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **ENTIRE PREMISES)** having acquired the same by various registered Deeds of Conveyances and/or sale in the manner as hereinafter appearing.

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B) The said Entire Premises which is presently numbered as Municipal Premises No.49A, 49A/1 and 49A/2 Manmohan Banerjee Road, Behala, Kolkata 700 039 and comprises of erstwhile premises No.49A Manmohan Banerjee Road, 180P Kabi Guru Sarani, 41 Manmohan Banerjee Road, 181, 181E and 181F Kabi Guru Sarani, Kolkata .

C) By a Deed of Conveyance dated 3rd January, 2006 and registered at the Office of the Additional District Sub Registrar, Behala, in Book No. I, CD Volume No. 12, Pages 3706 to 3756, Being No. 04577 for the year 2008 the Owners No.1 to 60 herein jointly purchased and acquired from the Vendors named therein ALL THAT the pieces and parcels of Land containing an area of 19 Bigha 16 Cottah 3 Chittack, be the same a little more or less, situate lying at Mouza - Punja Sahapur, J. L. No. 9, Touzi Nos. 159, 206 and 210, Police Station - Behala, Sub Registry Office Behala, being Part of Premises No. 180A, Kabi Guru Sarani, Kolkata, Ward No. 118 (hereinafter referred to as the **ENTIRE FIRST PLOT OF LAND**) , comprised in:

R. S. KHATIAN NO.	DAG NO.	AREA IN DECIMAL
531	281	253
561/533	279	32
~DO~	280	71
~DO~	281/636	14
~DO~	279/634	95
231/1	292	11.5
~DO~	279/631	48
500/501	274/690	13
437	278	65
181	279/632	40
182	279/633	17
	TOTAL	659.5

Each of the Owners No.1 to 60 acquired undivided 1/60th share or interest therein

D) After acquiring the said Entire First Plot of Land by virtue of the aforesaid recited Deed of Conveyance it was found that the total area of land forming part of the said Entire First Plot of Land was in fact only 580 decimals (more or less) and as such for the purpose of rectification of such errors which had taken place in the said Deed of Conveyance dated 3rd January 2006, the said mistakes and/or errors were duly rectified by executing three registered Deeds of Declaration details whereof are as follows:

REGISTRAR

16 JUN 2015

Sl.	Date	Being No. & Year	Book No.	CD Vol. No.	Pages	Registrar
1	26.07.09	2550 / 2009	I	8	4638-4651	ADSR, Behala, South 24 Pgs;
2	24.07.09	2655 / 2009	I	9	4589-4604	DSR-II, South 24 Pgs;
3	05.12.09	6063 / 2009	I	23	1744-1785	DO-

E) The Owners Nos. 1 to 60 duly applied to the Assessor Collector, South Suburban Unit, Kolkata Municipal Corporation, 1 Diamond Harbour Road, Kolkata 700 034 for mutation of their names in respect of the said First Plot of Land and their names were duly mutated and the said First Plot of Land was numbered as Municipal Premises No.49A Manmohan Banerjee Road, Kolkata and allotted with Assessee Number 41-118-07-0090-4.

F) Out of the said 580 decimals of land (more or less) forming part of the Entire First Plot of Land, the Owners Nos. 1 to 60 have sold and transferred by four registered Deeds of Conveyances all dated 22nd March 2011 and all registered at the office of the District Sub Registrar-II, Alipore, details whereof are hereunder written **ALL THAT** the piece and parcel of Land containing an area of 0.53 [point five three] Acre, be the same a little more or less, comprised in **R. S. Dag Nos. 292 (0.28 Acre) and 274/690 (0.25 Acre) under R. S. Khatian Nos. 231/1 and 500/501,** situate lying at Mouza - Punja Sahapur J. L. No. 9, Touzi Nos. 159, 206 and 210, Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being part of Premises No. 49A, Manmohan Banerjee Road, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas:

Sl.	Being No.	Year	Registrar	Buyer	Dag No.
1	3429	2011	DSR-II, Alipore	Tara Maa Vyapaar Pvt. Ltd., & Anr.	50% of 25 Decimal in Dag No. 274/690
2	3430	2011	-do-	Shagun Realdev Pvt. Ltd., & Anr.	25% of 25 Decimal in Dag No. 274/690 and 25% of 28 Decimal in Dag No. 292

3	3431	2011	-do-	Kasauli Vyapaar Pvt. Ltd., & Anr.,	25% of 25 Decimal in Dag No. 274/690 and 25% of 28 Decimal in Dag No. 292
4	3432	2011	-do-	Tara Maa Vyapaar Pvt. Ltd., & Anr.,	50% of 28 Decimal in Dag No. 292

G) Upon sale and transfer of various parts and portions of the said First Plot of Land by the Owners No.1 to 60 as above, the Owners Nos. 1 to 60 thus continued to remain the owners in respect of **ALL THAT** the pieces and parcels of Land containing an area of 5.27 [five point two seven] Acre, equivalent to 2,29,562 Square feet or 15 (Fifteen) Bigha 18 (Eighteen) Cottah 13 (Thirteen) Chittack 17 (Seventeen) square feet, be the same a little more or less, situate lying at Mouza - Purna Sahapur, J. L. No. 9, Touzi Nos. 159, 206 and 210, Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being Part of Premises No. 49A, Manmohan Banerjee Road, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas, comprised in:-

R.S. Dag Nos.	R.S. Khatian Nos.	Area in Decimal
279/632	182	40
279/633	231/1	8
281/635	231/1	9
281/1237	179	15
281/1236	531	130
279	531	37
280	531	71
281/636	531	14
279/634	531	95
279/631	231/1	48
278	531/1284 & 531/1289	65
	Total	5.27 Acre equivalent to 2,29,562 Square Feet or 15 (Fifteen) Bigha 18 (Eighteen) Cottah 13 (Thirteen) Chittack 17 (Seventeen) square feet

hereinafter called and referred to as the **FIRST PLOT OF LAND**

ASSISTANT REGISTRAR

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H) By another Deed of Conveyance dated 24th July, 2008 duly registered with the Office of the ADSR, Behala, in Book No. 1, CD Volume No. 22, Pages 7346 to 7393, under Being No. 08752 for the year 2008 the Owners Nos. 65 to 75 jointly purchased and acquired **ALL THAT** pieces and parcels of Land measuring **4 [four] Bigha 3 [three] Cottah 9 [nine] Chittack 24 [twenty four] Square Feet**, equivalent to 60,189 Square Feet, be the same a little more or less, comprised in Dag Nos. 281 and 281/692 under Khatian No. 531, 179 and 180 in Mouza - Punja Sahapur, J. L. No. 9, Touzi No. 93, R. S. No. 180, , Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being Part of Premises No. 180A, Kabi Guru Sarani, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas (hereinafter called and referred to as the **SECOND PLOT OF LAND)**

I) After acquiring the said Second Plot of Land the Owners No. 65 to 75 jointly applied to the Office of the Assessor Collector, South Suburban Unit, Kolkata Municipal Corporation, 1, Diamond Harbour Road, Kolkata - 700 034 for mutation of their name in respect of the said **SECOND PLOT OF LAND** and the KMC had approved and allotted Assessee Number 411180606330 to the said Second Plot of Land;

J) With the intent of undertaking integrated development of the said First Plot of Land and Second Plot of Land, the Owners caused the said First Plot of Land and Second Plot of Land to be amalgamated and consequent to such amalgamation the same has been numbered as Municipal Premises No.49A Manmohan Banerjee Road, Behala, Kolkata containing by estimation an area of 20 Bigha 2 cottahs 6 chittacks and 41 sq.ft. equivalent to 2,89,751 sq.ft. (more or less)

K) The Owners No. 61 to 64 by three registered Deeds of Conveyance all dated 15th July 2009 and all registered at the office of the District Sub Registrar-II, Alipore being Nos. 2499, 2500 and 2501 for the year 2009 purchased and acquired **ALL THAT** the piece and parcel of Land measuring **17 [Seventeen] Cottah 6 [Six] Chittack 36 [thirty six] Square Feet**, Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being part of Premises No. 181, Kabi Guru Sarani, 181E Kabi Guru Sarani and 181F Kabi Guru Sarani,Kolkata within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas, (hereinafter called and referred to as the **THIRD PLOT OF LAND)**

L) By another Deed of Conveyance Deed dated 20th December, 2011 duly registered with the Office of the ARA-I, Kolkata, in Book No. I, CD Volume No. 25, Pages 5290 to 5319, under Being No. 11425 for the year 2011 the Owners Nos. 1 to 60 belonging to Part I Owner group and Owner Nos. 65 to 75 belonging to Part II Owner group jointly purchased and acquired **ALL THAT** piece and parcel of Land measuring **1 [One] Bigha 1 [One] Cottah 12 [twelve] Chittack 22 [twenty two] Square**

Feet, equivalent to 15,682 Square Feet, be the same a little more or less, comprised in Dag No. 293 under Khatian No. 1425 in Mouza - Punja Sahapur, Pargana- Magura, J. L. No. 9, Touzi No. 159, 206 and 210 R. S. No. 180, , Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being Premises No. 41, Manmohan Banerjee Road, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas, (hereinafter called and referred to as the **FOURTH PLOT OF LAND).**

M) For the sake of undertaking integrated development of the said First Plot of Land, Second Plot of Land, Third Plot Of Land and the Fourth Plot of Land the Owners caused all the said plots to be amalgamated and which upon amalgamation has since been numbered as Municipal Premises No.49A Manmohan Banerjee Road, Behala, Kolkata 700 038 containing by estimation an area of 22 Bighas 1 cottah 10 chittacks and 9 sq.ft. equivalent to 3,17,979 sq.ft. (more or less) (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **ENTIRE PREMISES**)

N) By a Deed of Conveyance dated 30th July 2013 executed by and between the Owners therein referred to as the Vendors of the one part and P S Highrise Pvt. Ltd. therein referred to as the Purchaser of the other part and registered in the Office of DSR –II, South 24 Parganas in Book No.1, CD Volume No. 17, Pages 9389 to 9420, Being No. 08825 for the year 2013, the Owners for the consideration mentioned therein sold transferred and conveyed out of the said Entire Premises ALL THAT the piece and parcel of land containing by estimation an area of 1 cottah (more or less) comprised in Dag Nos. 288(Part) and 289(Part) appertaining to Khatian Nos. 1502, 1503, 1504 in Mouza Punja Sahapur, J.L. No. 9 (hereinafter referred to as the EXCLUDED AREA) which has since been numbered as Premises No. 49A/1 Manmohan Banerjee Road, Behala, Kolkata and continued to remain as the Owners of the remaining part of portion of the said Entire Premises

O) In as much as the said Excluded Area so sold and transferred in favour of P.S. Highrise Pvt. Ltd. was cutting across the said Entire Premises the said Entire Premises was divided into three lots whereby a part or portion of the said Entire Premises containing by estimation an area of 7.01 acres (more or less) continued to belong to the Owners and continued to be numbered as Municipal Premises No.49A Manmohan Banerjee Road, Kolkata (hereinafter referred to as the said **PREMISES** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and the said Excluded Area has since been numbered as Municipal Premises No. 49A/1 Manmohan Banerjee Road, Behala, Kolkata and the remaining 27 decimals of land (more or less) forming part of the said Entire Premises (hereinafter referred

to as **the SEPARATED AREA**) has since been numbered as Municipal Premises No.49A/2 Manmohan Banerjee Road, Behala, Kolkata

P) It has been agreed that the development work will be carried out only in respect of Municipal Premises No. 49A Manmohan Banerjee Road, Behala, Kolkata (hereinafter referred to as the said **PREMISES** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and that the Owners and PS Highrise Pvt. Ltd. will allow the said 27 decimals of land (more or less) forming part of Municipal Premises No. 49A/2 Manmohan Banerjee Road, Behala, Kolkata (the said **SEPARATED AREA**) and 1 Kottah of land (more or less) forming part of Municipal Premises No. 49A/1 Manmohan Banerjee Road, Behala, Kolkata (the said **EXCLUDED AREA**) to be used as a passageway for the said housing project

Q) The Developer is carrying on business inter alia in undertaking development of properties in and around the city of Kolkata and for the purpose of undertaking development of properties has adequate financial resources and a skilled professional team at its command.

R) In consideration of the Developer having agreed to undertake development of the said Premises and to incur all cost charges and expenses in connection therewith (hereinafter referred to as the **DEVELOPMENT COSTS**) the Owners have agreed to grant the exclusive right of development in respect of the said premises for the consideration and subject to the terms and conditions hereinafter appearing.

S) The parties are desirous of recording the same, in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE I - DEFINITIONS

In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

i) **ARCHITECT** shall mean Agarwal & Agarwal of 2/5, Sevak Baidya Road, Kolkata-700029 or any other person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Housing Project.

ii) **COMMON PARTS AND PORTIONS** shall be such as shall be determined by the Developer upon completion of the New Building and/or buildings and/or Housing Project.

iii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable

for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

iv) **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, hallways, stairways, passageways, lift shafts, drive ways, gardens, park ways , driveways, common lavatories, generator , generator room and lighting for common spaces , Pump Room, Tubewell, overhead water tank, pump and motor room and other facilities as shall be provided for common use.

v) **COMMON AREA MAINTENANCE** shall mean the charges to be shared amongst the owners and/or occupiers of the various flats units apartments constructed spaces and car parking spaces forming part the said Housing Project for maintenance and operation of the facilities of the common areas.

vi) **DEVELOPMENT COSTS** shall mean the entire gamut of expenditure which shall include all expenditure incurred on Land Development Costs, Land Levelling Costs, Site expenses, Out of pocket expenses, Other incidental expenses, Development of Infrastructure, Development of internal road , Costs of drainage and sewerage, STP, WTP, Expenses relating to transformer and cable, Cost on Construction of buildings, any amenities and/ or facilities for the benefit of the project, site overhead expenses including salary PF, ESI etc including site staff, the fees and expenses of any agents, surveyors, architects, design consultants, project consultants, lawyers, engineers, supervisors, accountants, and other professionals employed in connection with the carry out of the development and consultants fees, permissions and licenses fees, sanctions fees, letting and disposal including agents fees and commission both present or prospective, insurance premiums, taxes payable, and promotional and including cost incurred or to be incurred for Mutation and conversion of the land in the office of the BL & LRO and Municipality, construction of Boundary wall etc.

vii) **OWNERS** shall mean the parties hereto of the First Part and Second Part and shall include their respective successor and/or successors in their respective offices/interest and assigns.

viii) **DEVELOPER** shall mean the said PS Srijan Estate and shall include its present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or parthers and their respective heirs, legal representatives, executors adminstrators and assigns.

ix) **FACILITATOR** shall mean the person who has facilitated in acquiring the Fourth plot of land.

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x) **NEW BUILDING and/or BUILDINGS** shall mean and include the new building and/or buildings to be constructed erected and completed by the Developer in accordance with the map or plan sanctioned by Kolkata Municipal Corporation.

xi) **ENTIRE PREMISES** shall mean ALL THAT the Municipal Premises No. 49A, Manmohan Banerjee Road, Behala, Kolkata - 700 038, 49A/1, Manmohan Banerjee Road, Behala, Kolkata - 700 038, 49A/2, Manmohan Banerjee Road, Behala, Kolkata - 700 038 containing by estimation **an 22 Bighas 1 cottah 10 chittacks and 9 sq. ft.** equivalent to 3,17,979 sq. ft. (more or less) (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **ENTIRE PREMISES**).

xii) **PLAN** shall mean the Plan sanctioned by the authorities concerned and include any modifications and/or alterations made thereto from time to time

xiii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.

xiv) **PREMISES** shall at present mean a demarcated portion of the entire premises containing by estimation an area of **21 Bighas 4 Cottah 3 Chitak and 18 sq. ft.** equivalent to 3,05,433 sq. ft. (more or less) being Municipal Premises No. 49A Manmohan Banerjee Road, Behala, Kolkata 700 038 more fully described in the **SECOND SCHEDULE** hereunder written.

xv) **SPECIFICATIONS** shall mean the specifications required for the purpose of construction of the said New Building and/or Buildings (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written).

xvi) **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means lawfully adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.

xvii) **GROSS RECEIPTS** shall mean the amounts received from the Intending Purchasers by the Developer but will not include any amount received by the Developer towards:

a. any service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
b. any electricity/ water or any other utility deposits;
c. any moneys collected/ received from the Intending Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipments etc.;
d. any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share

money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending purchasers;

e. all fitment charges, furniture, machineries, equipment, furnishing, tools, etc. to be provided to Institutional Units;

f. any grants and/or subsidies to be received for or in connection or in relation with the Development Work of the Project from the Authorities concerned under any Governmental or Statutory Schemes; and

g. any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer;

and accordingly any such amounts received and collected by the Developer at (a) to (g) shall not be shared with the Owner.

(xvii) **NET RECEIPTS** shall mean the gross receipts received by the Developer but after retention of 4% of the gross receipts towards marketing expenses including brokerage.

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 whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.

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 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 modification made in this Agreement from time to time in force.

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) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – PRELIMINARY EXPENSES

At or before execution of this agreement and in contemplation of the execution of the Development Agreement, the Developer has from time to time incurred various expenses on account of:

i) Appointment of the Architect

ii) Architect's fees

iii) Soil Testing

iv) Preparation of the plan

v) Various other preliminary expenses in connection with undertaking the said housing project

The amounts so incurred by the Developer shall form part of the Development Costs and the Developer will not be entitled to claim reimbursement of such expenses.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES BY THE OWNERS

4.1 At or before execution of this Agreement the Owners and each one of them have jointly and severally represented and assured the Developer as follows:-

i) THAT the said premises belongs to the Owners alone each one of them having an independent and distinct share or interest into or upon the said Premises and excepting the two groups of Owners nobody else has any right title interest claim or demand into or upon the said Premises or any part or portion thereof.

ii) That the said Premises 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 Premises.

iv) THAT the said premises is not subject to any notice of acquisition and/or requisition

v) That the Owners are legally competent to enter into this Agreement

vi) THAT all municipal rates taxes and other outgoings payable in respect of the said Premises upto the date of execution of this Agreement shall be paid borne and discharged by the Owners.

4.2 Relying on aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to part with the amounts as hereinafter appearing and but for the aforesaid representations the Developer would not have otherwise entered into this agreement nor would have parted with the amounts as hereinafter appearing.

ARTICLE V - COMMMENCEMENT AND DURATION

5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 26th day of May 2015 (hereinafter referred to as the **COMMENCEMENT DATE**).

5.2 Unless terminated and/or determined by the parties hereto by mutual consent, in writing, this agreement shall remain in full force and effect until such time the said Housing Project is completed.

ARTICLE VI - PLAN

6.1 The Developer has caused a map or plan to be prepared by the Architect which had been submitted for sanction in the name of the owners to the authorities concerned.

6.2 The Developer has made payment of the fees of the architects and other agents for preparation of the plan and has also made payment of the amount due and payable on account of the sanction fee and other expenses and the said Plan has since been sanctioned by the authorities concerned being No. **2015130048 dated 18.05.2015** (hereinafter referred to as the **PLAN**).

6.3 The expression 'plan' shall mean and include all modification and/or alterations made thereto from time to time.

6.4 The Developer shall be entitled to and is hereby authorized to amend and/or alter and/or modify the said Plan and the Owners hereby consent to the same.

ARTICLE VII - DEVELOPMENT RIGHT

7.1.1 Subject to the terms and conditions herein contained and subject to the Developer agreeing to undertake construction of a new project comprising of a building and/or buildings at the said premises and to incur all costs charges and expenses in connection therewith, the Owners and each one of them have agreed to grant the exclusive right of development in respect of the said Project unto and in favour of the Developer herein and in connection therewith the Developer shall be entitled to and is hereby authorized:

i) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Premises

ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development

iii) Install all electricity and other connections

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iv) serve such notices and enter into such 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 premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Premises 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 taking place while undertaking construction and completion of the said new building and/or buildings and/or Housing Project in accordance with the said 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.

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 Municipal and/or Panchyat authorities or other authorities affecting the Premises or the development

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 Premises.

xi) incur all costs charges and expenses for the purpose of constructing erecting and completing the said Housing Project in accordance with the Plan with any and all modifications and/or alterations to be made thereto from time to time and sanctioned by the authorities concerned

xii) make proper provision for security of the said Premises 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 Premises or any part or portion thereof

xiv) not to 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 Project

xv) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking the said housing project 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

7.1.2 For the purpose of development of the said project the Developer has agreed;

i) To appoint its own professional team for undertaking development of the said properties

ii) To 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 Development 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) Has used and/or 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 and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used .

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 is to be used and the Premises is fit for the carrying out of the development

v) To commence and proceed diligently to execute and complete the development:

a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials) to the reasonable satisfaction of the Owners

b) in accordance with the Plan, 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.

c) The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

ARTICLE VIII - DEVELOPMENT COSTS

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

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, structures and rights of light

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) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs

v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Premises or on the Owners 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

vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development

vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development of the said Project.

ARTICLE IX - CONSTRUCTION, ERECTION AND COMPLETION

9.1.1 The Developer shall undertake development of the said Project in accordance with the said Plan as sanctioned by the authorities concerned with any modifications and/or alterations made thereto from time to time and unless prevented by circumstances beyond its control the Developer shall cause the said Housing Project i.e. the new building and/or buildings to be constructed on the said Project with such Specifications (details whereof will appear from the **THIRD SCHEDULE** hereunder written) within a period of 60 (Sixty) months from the date of execution of this Agreement together with a grace period of 6 (Six) Months (hereinafter referred to as the **COMPLETION DATE**)

9.1.2 The said specifications may be altered as may be recommended by the Architect and shall be substituted with specifications of comparable quality

ARTICLE X – REFUNDABLE SECURITY DEPOSIT

For due performance and observance of its obligations under this agreement, the Developer has presently agreed to keep in refundable security deposit with **PART – I Owners** a sum of **Rs.64,00,000/- (Rupees Sixty Four Lacs only)** calculated at the rate of Rs.1,00,000/- (Rupees One Lac only) per Owner Companies and with **PART – II Owners** not exceeding a sum of **Rs.11,00,000/- (Rupees Eleven Lacs only)** calculated at the rate of Rs.1,00,000/- (Rupees One Lac) per Owner Companies (hereinafter collectively referred to as the **REFUNDABLE SECURITY DEPOSIT AMOUNT**), which has been paid at/or before execution of this agreement (the receipt whereof is also admitted and acknowledged by the Part-I Owners and Part-II Owners). The said refundable security deposit amount will be held by the Owners free of interest.

ARTICLE XI - SHARING & DISTRIBUTION

11.1 It has been agreed between the Owners and the Developer that the Facilitator as approved by the Developer will be entitled to 1.95% of the total saleable area forming part of the said Housing Complex (hereinafter referred to as the **FACILITATOR'S AREA**) and the various flats/apartments and car parking spaces forming part of the Facilitator's Area will appear from the **FOURTH SCHEDULE** hereunder written. The facilitator's share of area as per the said fourth schedule will not be hypothecated/mortgaged to any bank/fis by the developer.

11.2 After providing for the said Facilitator's area as hereinbefore recited the remaining constructed area forming part of the development will be sold and marketed by the Developer and the net receipts accruing there from will be shared between the Owners and the Developer in the manner as hereinafter stated:

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i)	Part One Owners	-	11.50%
ii)	Part Two owners	-	9.05%
iii)	Developer	-	79.45%

11.3 The Developer will be entitled to enter into agreements for sale and transfer of the development in its own name in respect of the various flats/units/apartments/showroom/constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts.

11.4 In addition to the share of revenue to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of extra charges, deposits and/or advances on account of municipal rates and taxes, Sinking Fund, Electricity Deposits and other amount and this will not be taken into account for the purpose of determination of net revenue. The aforesaid amounts interalia on account of deposits and advances to be retained by the Developer shall be made over by the Developer to the Holding Organisation upon its formation.

11.5 Each of the parties hereto shall willingly become confirming parties in respect of the agreements for sale intended to be entered into by any of the parties for the purpose of perfecting the title of the intending purchasers.

11.6 The Developer shall maintain the books of accounts and other papers connected with sale and transfer of the development at its office at 83, Topsia Road (South), Kolkata - 700046

11.7 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 forming part of the development

ii) 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 Housing Project at such price and on such terms and conditions as the Developer in its absolute discretion shall deem fit and proper

iii) A separate account shall be maintained in respect of the said Housing Project by the Developer at its office situated at 83, Topsia Road (South), Kolkata - 700046. That any persons authorized by the Owners shall be entitled to take inspection of such accounts upon giving prior notice to the Developer

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iv) The net sale proceeds forming part of the Owners shall be made over by the Developer on quarterly basis or at such time as may be agreed upon between the parties mutually.

ARTICLE XII - BREACHES AND CONSEQUENCES THEREOF

12.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of either party (hereinafter referred to as the **DEFAULTING PARTY**) the other party shall be entitled to sue the party in default for specific performance of this agreement and for other consequential reliefs IT BEING EXPRESSLY AGREED AND DECLARED that it is the intention of the parties hereto to jointly undertake development of the said premises and to share the net sale proceeds amongst themselves in the ratio as hereinbefore mentioned and as such in the event of any disputes amongst the parties hereto the parties as far as possible shall amicably try and resolve all disputes and differences. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall first refer all such disputes and differences to arbitration in the manner as hereinafter appearing before initiating legal proceedings.

ARTICLE XIII - BORROWING POWER

For the purpose of undertaking development of the said Premises the Developer shall be entitled to apply for and obtain loans and/or financial accommodation from any Bank and/or Financial Institutions and for the purpose of securing repayment of the same the Owners have agreed to create a mortgage and/or collateral security over and in respect of the said Premises excepting that the Developer alone shall be responsible for repayment of the said Loan Amount and the interest accrued due thereon and in no event the Owners shall be liable and/or responsible for the same and the Developer has agreed to indemnify and keep the Owners and their respective Directors and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising therefrom.

ARTICLE XIV - FORCE MAJEURE

14.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural

physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

14.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Developer nor the Owners shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

14.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

ARTICLE XV - NAME OF THE HOUSING PROJECT

The name of the said Housing Project shall be **VYOM** and shall not be changed under any circumstances.

ARTICLE XVI - AUTHORISED REPRESENTATIVE

The following persons shall be deemed to be the representatives of the following groups:-

i) **Mr. Gaurav Dugar** will be deemed to be the authorized representative of **PART I** Owners Group.

ii) **Mr. Niranjan Lal Agarwal** will be deemed to be the authorized representative of **PART II** Owners Group.

iii) **Mr. Surendra Kumar Dugar** will be deemed to be the authorized representative of the Developer.

Any act deed or thing done by any of the authorized representatives shall be binding on the persons and/or entities being represented by such authorized representative

ARTICLE XVII – CONFIDENTIALITY

17.1 Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.

17.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times :

(a) Treat all such Confidential information as secret and confidential and take all necessary steps to preserve such confidentiality.

(b) Not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

(c) Not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.

(d) Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

(e) Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

ARTICLE XVIII - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

ARTICLE XIX - AMENDMENT/MODIFICATION

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

ARTICLE XX – NOTICE

20.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time)

20.2 Any such notice or other written communication shall be deemed to have been served:

a) If delivered personally, at the time of delivery.
b) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
c) If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
d) In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

ARTICLE XXI – MISCELLANEOUS

21.1. **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

21.2 **NON WAIVER** - Any delay tolerated and/or indulgence shown by any of the parties 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 of the parties.

21.3 **COSTS -** The Developer shall pay and bear the registration charges towards this agreement

21.4 In case any additional FAR is available in respect of the **EXCLUDED AREA** being premises no. 49A/1 Manmohan Banerjee Road, Behala, Kolkata – 700 038 and the **SEPARATED AREA** being premises no. 49A/2 Manmohan Banerjee Road, Behala, Kolkata – 700 038, then in that event Developer will be exclusively entitled to the additional FAR and the Owners shall have no objection thereto and none of the owners or any person claiming through or under them shall be entitled to have any right over and in respect of the additional FAR.

21.5 The Developer shall have and retain for itself, its successors and assigns, an easement and right of ingress and egress in and to those portions of the common elements which are necessary to Developer for the constructions of additions and improvements to the Project or to the Adjacent Property.

The Developer shall retain for itself, its successors and assigns, the right at its expense, to construct further and/or additional floors and for the benefit of the same and project adjacent property or other property owned or operated by the Owners/Developer, to utilize and to grant easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, roadways and right of way over, across and under the Common elements including without limitation any existing utilities, sanitary lines, sewer lines, and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocations and connection of lines shall not materially impair or interfere with the use of any unit.

It has been expressly agreed by and between the Owners that the Developer shall be entitled to amalgamate the adjacent property with the said premises and/or to provide the right of ingress and egress to enter into or upon the Neighbouring/adjacent Property through and from the said Property without any interference or obstruction whatsoever or howsoever and the Owners agrees not to raise any objection or dispute for such arrangement.

21.6 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

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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.

21.7 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

21.8 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.

21.9 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.

21.10 All municipal rates taxes khazana and other outgoings on and from the date of commencement of the work of construction payable in respect of the said Premises shall be paid borne and discharged by the Developer

21.11 In the event of any amount becoming payable on account of Service Tax and/or under the works contract then and in that event the parties shall bear the same in proportion to their revenue sharing.

21.12 This agreement shall be binding on the parties hereto and their respective successors and assigns

21.13 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 XXII – ARBITRATION

The parties have agreed to amicably try and resolve all disputes which may arise amicably but in the event of any disputes and/or differences being incapable of being resolved amicably then and in that event the parties have agreed to refer such disputes and/or differences to Arbitration whereby the Owners shall be entitled to nominate and appoint one Arbitrator and the Developer shall be entitled to nominate and appoint one Arbitrator and both the said two Arbitrators shall be entitled to nominate and appoint the Third Arbitrator (hereinafter collectively referred to as the ARBITRATORS) and the same shall be deemed to be a reference within the

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meaning of the Indian Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being thereto in force.

22.1 The Arbitrators shall have summary powers

22.2 It would not be obligatory on the Arbitrators to follow the principles laid down under the Indian Evidence Act unless specifically enjoined upon them under any statute

22.3 It would not be obligatory on the part of the Arbitrators to give any speaking and/or reasoned award

22.4 The Arbitrators shall try and adjudicate the disputes within a period of four months from the date of entering upon the reference excepting that the Arbitrators shall be entitled to extend time for such further period as may be necessary

22.5 The Arbitrators shall be entitled to give interim awards and/or directions and/or awards from time to time

22.6 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID ENTIRE PREMISES)

ALL THAT the various pieces and parcels of land containing by estimation an area of **22 Bighas 1 cottah 10 chittacks and 9 sq. ft. equivalent to 3,17,979 sq. ft.** (more or less) situate lying at and being Municipal Premises No.49A Manmohan Banerjee Road, P.S. Behala, Kolkata 700 038 within the municipal of Ward No.118 Kolkata Municipal Corporation and butted and bounded in the manner following

ON THE NORTH - By Manmohan Banerjee Road

ON THE SOUTH - By Premises No. 28/3, Agarwala Garden Road,
By Vacant Land of 180A Kabi Guru Sarani and
By Premises No.109, Agarwala Garden Road

ON THE EAST - By Tiles Shed of Dag No. 294, 295,296, 297,
By Premises No. 181 Kabi Guru Sarani

ON THE WEST - By Vacant Land in Dag Nos. 274, 276,
By Premises No. 231/1, Kabi Guru Sarani and
By Slum Mandir

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THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)

ALL THAT the various pieces and parcels of land containing by estimation an area of **7.01 Acres** equivalent to **3,05,433** sq.ft. (more or less) situate lying at and being Municipal Premises No.49A Manmohan Banerjee Road, Police Station – Behala, Kolkata - 700038 within the municipal of Ward No.118 Kolkata Municipal Corporation in the manner following:-

R.S. Dag Nos.	R.S. Khatian Nos.	Area in Decimal
279/632	182	40
279/633	231/1	08
281/635	231/1	09
281/1237	179	15
281/1236	531	130
279	531	32
280	531	71
281/636	531	14
279/634	531	95
279/631	231/1	48
278	531/1284 & 531/1289	65
280,281/692	531, 179 and 180	138
293	1425	36
	TOTAL	**701**

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

Living Room / Dining Area

Flooring: Italian Marble

Wall: Wall Putty (Ready to Paint)

Ceiling: Wall Putty (Ready to Paint)

Main door: Sal wood frames with flush door with polycoat lamination

Balcony: Aluminium sliding door with Full Glazing

Windows/ Glazing: Aluminium/ UPVC

Electrical: Modular switches (Schneider/ Havells or equivalent make)

Bedrooms

Flooring: Vitrified Tiles

Wall: Wall Putty (Ready to Paint)

Ceiling: Wall Putty (Ready to Paint)

Door Frame: Sal wood frames

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External: Flush Doors
Windows/ Glazing: Aluminium/ UPVC
Others: Master Bed room with Shower Cubical
Electrical: Modular switches (Schneider/ Havells or equivalent make)

Kitchen

Flooring: Vitrified Tiles
Wall: Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)
Door: Flush Door
Plumbing: Hot & cold line provisions
Windows/ Glazing: Aluminium/ UPVC
Counter: Granite counter top with sink
Others: Video Door phones to be installed in kitchen
Electrical: Modular switches (Schneider/ Havells or equivalent make)

Toilets

Flooring: Anti Skid Ceramic Tiles
Wall: Ceramic Tiles up to Ceiling Height
Ceiling: Wall Putty (Ready to Paint)
Door Frame: Sal wood frames with flush Door and laminate on one side
External: Flush Doors with laminates on one side
Windows/ Glazing: Aluminium/ UPVC
Sanitary ware: Sanitary ware Kohler/Roca (White colour) or equivalent Brand
CP Fittings: Kohler/Jaguar CP Fittings or equivalent brand
Others: Basin with granite counter top in masters toilet & exhaust fan in all toilets

Utility

Flooring: Anti skid tiles
Wall: Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)

Balcony

Flooring: Anti skid tiles
Wall: Painted
Ceiling: Paint with lights installed
Internal: UPVC/ Powder coated aluminium doors
Windows/ Glazing: Aluminium/ UPVC

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Servant Room & Toilet

Flooring: Ceramic tiles in Rooms + Toilets

Wall: Room - Wall Putty (Ready to Paint)

Ceiling: Wall Putty (Ready to Paint)

Internal: Sal wood frames with Flush Doors

Windows/ Glazing: Aluminium/ UPVC

Bathroom: With sanitary wares and fixtures Hindware/Parryware CP Fittings or equivalent

THE FOURTH SCHEDULE ABOVE REFERRED TO

(THE SAID FACILITATOR'S AREA)

Block	Part	Flat No.	Area (Super Built-up)	Car Parking
2	IV	7C	2531 sq. ft.	2 Covered in the Ground floor, 4 Covered in the Basement 4 Open in the Ground floor
3		7B	2744 sq. ft.	
3		2C	2496 sq. ft.	
3		3C	2519 sq. ft.	
5	II	3B	1947 sq. ft.	
Total			**12237 sq. ft.**	**10 car parking spaces**

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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 AND DELIVERED by the **PART I OWNERS** at Kolkata in the presence of:-

1. Jayanta Pandit
Chakraborty (Net on Blog)
Kol-700149

2. Ajit Bothra
25/2A, Ramkumar Mullick Lane
Howrah 9.

P. S. INNS PVT. LTD.
Director

Siddharth Advisory Services Private Limited
Constituted Attorney / Authorised Signatory

KHAZANA TIE-UP PVT. LTD.
Director

SHREE VINAYAK VILLA PVT. LTD.
Director

For Kyal Promoters Pvt. Ltd.
Director / Authorised Signatory

For KYAL HIRISE PVT. LTD
Director / Authorised Signatory

STEAD FAST TIE-UP PVT. LTD.
Director / Authorised Signatory

For Kyal Residency Pvt. Ltd
Director

SHEROWALI DISTRIBUTORS PVT. LTD
Director / Authorised Signatory

CLARITY BARTER PRIVATE LIMITED
Constituted Attorney / Authorised Signatory

Anurag Enclave Private Limited
Constituted Attorney/Authorised Signatory

RISHI ENCLAVE PRIVATE LIMITED
Constituted Attorney/Authorised Signatory

RISHI COMPLEX PRIVATE LIMITED
Constituted Attorney/Authorised Signatory

HIMADRI TIEUP PRIVATE LIMITED
Manoj Kumar Chindalia
Constituted Attorney/Authorised Signatory

Kalindi Agency Private Limited
Manoj Kumar Chindalia
Constituted Attorney/ Authorised Signatory

ANURAG HIRISE PRIVATE LIMITED
Manoj Kumar Chindalia
Constituted Attorney/Authorised Signatory

Gurukul Consultant Private Limited
Manoj Kumar Chindalia
Constituted Attorney/Authorised Signatory

Matribhumi Tieup Private Limited
Constituted Attorney/Authorized Signatory

SPLINK COMMERCIAL PVT. LTD
Director

UDAY INFOTECH PRIVATE LIMITED
Director / Authorised Signatory

For UMABALA HIRISE PVT. LTD.
Director

Umabala Infrastructure Pvt. Ltd.
Director

Shailja Infrastructure Developers Pvt. Ltd.
Director/Authorised Signatory

Shailja Developers Pvt. Ltd.
Director

Prakash Vyapaar Pvt Ltd
Manoj Gupta
Director

Nawya Commercial Pvt Ltd
Manoj Gupta
Director

ADARSH GOODS PVT LTD
Manoj Gupta
Director

ANUBHAV SALES PVT LTD
Manoj Gupta
Director

ANCHAL BARTER PVT LTD
Manoj Gupta
Director

AKRITI GOODS PVT LTD
Director/Authorised Signatory

MEGAMART MERCHANTS PVT. LTD.
Directors

ASTHA BARTER PVT LTD
Director

ANMOL BARTER PVT LTD
Director

Sarwatam Goods Pvt Ltd
Director

SHELTER TIE-UP PVT. LTD.
Director.

STYLARD MERCHANTS PRIVATE LIMITED
Director

PRINCIPLE VINIMAY PVT. LTD
Director

COMPARE VANIJYA PVT. LTD.
Director/Authorised Signatory

INNOVATIVE VINIMAY PVT. LTD
Director/Authorised Signatory

PROBAL MERCHANTS PVT. LTD
Director/Authorised Signatory

MANTRA VYAPAAR PVT. LTD
Director/Authorised Signatory

CREEK VANIJYA PVT. LTD.
Director/Authorised Signatory

GURUKUL VYAPAAR PVT. LTD.
Director/Authorised Signatory

ROCKET VANIJYA PVT. LTD.
Director/Authorised Signatory

Vertical Vinimay Pvt. Ltd.
Director/Authorised Signatory

SAMAY BARTER PVT. LTD
Director/Authorised Signatory

Murtpee Marketing Pvt. Ltd.
Director/Authorised Signatory

Sempark Vinimay Pvt Ltd
Director/Authorised Signatory

Pramaan Distributor Pvt Ltd
Director

SENSITIVE VYAPAAR PVT. LTD
Director

HAMRAHI CONSULTANTS PVT. LTD
Director

Pravash Vyapaar Pvt Ltd
Director

LAKSHYA DISTRIBUTORS PVT. LTD.
Director / Authorised Signatory

For KYAL COMPLEX PVT. LTD
Director / Authorised Signatory

Nyai Real Estate Pvt. Ltd
Director / Authorised Signatory

For Kyal Realtors Pvt. Ltd
Director

LIBERAL BARTER PVT. LTD.
Director/Authorised Signatory

PARMATMA TIE-UP PVT. LTD.
Director/Authorised Signatory

SITARA BARTER PVT. LTD.
Director / Authorised Signatory

LILY ADVISORY SERVICES PVT. LTD.
Director / Authorised Signatory

For KYAL HOUSING PVT. LTD.
Director

SINDHU ADVISORY PRIVATE LIMITED
Director

SPARSH VINIMAY PVT LTD
Manoj Gupta
Director

PIYUSH VINIMAY PVT LTD
Manoj Gupta
Director

Director

SIGNED AND DELIVERED by the **PART II OWNERS** at Kolkata in the presence of:-

1.

2.

IMPROVE SUPPLIERS PVT. LTD.

Director

PREMIUM AGENCIES PVT. LTD.

Vishal Agarwal

Director

ALANKAR VINTRADE PVT. LTD.

Vishal Agarwal

Director

GREENLINE TIE-UP PVT. LTD.

Director

FAIRPLAN MARKETING PVT. LTD.

Director

SILVERLINE SUPPLIERS PVT. LTD.

Director

EVEREST VINCOM PVT. LTD.

Director

SUNBRIGHT TRADELINKS PVT. LTD.

Director

KARISHMA TIE-UP PVT. LTD.

Director

GOLDMINE DISTRIBUTORS PVT. LTD.

Director

SIGNED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:-

1.

2.

PS SRIJAN ESTATE

Partner / Authorised Signatory
PS Group Realty LLP

CALCUTTA

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MEMO OF CONSIDERATION

S.I. No.	Name of the Owner/s	Cheque No.	Date	Bank & Branch	Amount
1	Aanchal Barter Private Limited	065794	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
2	Adarsh Goods Private Limited	065795	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
3	Akriti Goods Private Limited	065796	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
4	Alankar Vintrade Private Limited	896444	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
5	Anmol Barter Private Limited	065797	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
6	Anubhav Sales Private Limited	065798	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
7	Anurag Enclave Private Limited	065837	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
8	Anurag Hirise Private Limited	065768	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
9	Astha Barter Private Limited	065799	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
10	Clarity Barter Private Limited	065764	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
11	Compare Vanijya Private Limited	065800	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
12	Creek Vanijya Private Limited	065821	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
13	Everest Vincom Private Limited	896447	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
14	Fairplan Marketing Private Limited	896445	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
15	Goldmine Distributors Private Limited	896450	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
16	Greenline Tieup Private Limited	896442	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
17	Gurukul Consultant Private Limited	065769	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
18	Gurukul Vyappar Private Limited	065801	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
19	Hamrahi Consultants Private Limited	065822	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
20	Himadri Tieup Private Limited	065765	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
21	Imrove Suppliers Private Limited	896443	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
22	Innovative Vinimay Private Limited	065823	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
23	Kalindi Agency Private Limited	065766	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
24	Karishma Tieup Private Limited	896449	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
25	Khazana Tieup Private Limited	065774	8/6/2015	Indian Bank, Sarat Bose Road	100000.00

26	Kyal Complex Private Limited	065781	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
27	Kyal Hirise Private Limited	065778	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
28	Kyal Housing Private Limited	065791	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
29	Kyal Promoters Private Limited	065777	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
30	Kyal Realestate Private Limited	065779	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
31	Kyal Realtors Private Limited	065782	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
32	Kyal Residency Private Limited	065780	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
33	Lakshya Distributors Private Limited	065783	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
34	Liberal Barter Private Limited	065787	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
35	Lily Advisory Services Private Limited	065789	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
36	Mantra vyapaar Private Limited	065802	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
37	Matribhumi Tieup Private Limited	065770	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
38	Megamart Merchants Private Limited	065803	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
39	Mumpee Merchants Private Limited	065804	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
40	Nawya Commercial Private Limited	065805	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
41	P.S. Inns Private Limited	065824	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
42	Parmatma Tieup Private Limited	065785	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
43	Piyush Vinimay Private Limited	065806	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
44	Prakash Vyapaar Private Limited	065807	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
45	Pramaan Distributors Private Limited	065808	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
46	Pravaah Vyapaar Private Limited	065809	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
47	Premium Agencies Private Limited	896441	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
48	Principle vinimay Private Limited	065810	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
49	Probal Merchants Private Limited	065811	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
50	Rishi Complex Private Limited	065702	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
51	Rishi Enclave Private Limited	065793	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
52	Rocket Vanijya Private Limited	065812	8/6/2015	Indian Bank, Sarat Bose Road	100000.00

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53	Samay Barter Private Limited	065813	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
54	Sampark Vinimay Private Limited	065814	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
55	Sarvottam Goods Private Limited	065815	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
56	Sensitive Vyapaar Private Limited	065816	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
57	Shailja Infrastructure Developers Private Limited	065826	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
58	Shailja Developers Private Limited	065825	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
59	Shelter Tieup Private Limited	065817	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
60	Sherowali Distributors Private Limited	065836	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
61	Shree Vinayak Villa Private Limited	065774	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
62	Siddharth Advisory Services Private Limited	065771	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
63	Silverline Suppliers Private Limited	896446	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
64	Sitara Barter Private Limited	065788	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
65	Snehsil Advisory Private Limited	065790	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
66	Snowfall Vinimay Private Limited	896440	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
67	Sparsh Vinimay Private Limited	065818	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
68	Steadfast Tieup Private Limited	065786	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
69	Sunbright Tradelinks Private Limited	896448	14/03/2011	Indian Bank, Sarat Bose Road	100000.00
70	Uday Infotech Private Limited	065827	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
71	Umabala Hirise Private Limited	065776	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
72	Umabala Infrastructure Private Limited	065773	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
73	Uplink Commercial Private Limited	065772	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
74	Upward Merchants Private Limited	065819	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
75	Vertical Vinimay Private Limited	065820	8/6/2015	Indian Bank, Sarat Bose Road	100000.00
					7500000.00

ADDITIONAL REGISTRAR
OF ASSURANCES
1 6 JUN 2015

BHADRI TIE-UP PVT. LTD.
Manoj Kumar Chindalia
Director

For Kyal Promoters Pvt. Ltd.
Director / Authorised Signatory

For Siddharth Advisory Services Pvt. Ltd.
Director

STEAD FAST TIE-UP
Director / Authorised Signatory

For Kyal Residency Pvt. Ltd.
Director

For ANURAG HIRISE PVT. LTD.
Manoj Kumar Chindalia
Director

SHEROWALI DISTRIBUTORS PVT. LTD.
Director / Authorised Signatory

ANURAG ENCLAVE PVT. LTD.
Director

VINAYAK VILLA PVT. LTD.
Director

LAKSHYA DISTRIBUTORS PVT. LTD.
Director / Authorised Signatory

MATRUBHUMI TIEPU (P) LTD.
Director / Authorised Signatory

KHAZANA TIE-UP PVT. LTD.
Director

KYAL COMPLEX PVT. LTD.
Director / Authorised Signatory

For UMABALA HIRISE PVT. LTD.
Director

P. S. INNS PVT. LTD.
Director

For Kyal Real Estate Pvt. Ltd.
Director / Authorised Signatory

For Kyal Realtors Pvt. Ltd.
Director

Shailja Developers Pvt. Ltd.
Director

For GUGUKUL CONSULTANT PVT. LTD.
Manoj Kumar Chindalia
Director

LIBERAL BANKER PVT. LTD.
Director/Authorised Signatory

UDAY INFOTECH PRIVATE LIMITED
Director / Authorised Signatory

SUMERE COMMERCIAL PVT. LTD.
Director

For KYAL HIRISE PVT. LTD.
Director

Shailja Infrastructure Developers Pvt. Ltd.
Director/Authorised Signatory

PARMATMA TIE-UP PVT. LTD.
Director/Authorised Signatory

Director

SUMERA BANKER PVT. LTD.
Director/Authorised Signatory

KALBURI AGENCY PVT. LTD.
Manoj Kumar Chindalia
Director

LILY ADVISORY SERVICES PVT. LTD.
Director/Authorised Signatory

BLARITY BANKER PVT. LTD.
Director

For KYAL HOUSING PVT. LTD.
Director

For RISHI COMPLEX PVT. LTD.
Director/Authorised Signatory

For RISHI ENCLAVE PVT. LTD.
Director/Authorised Signatory

BULHSIL ADVISORY COMPANY LIMITED
Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES
1 6 JUN 2015

Director

ISH VINIMAY PVT LTD
Manoj Gupta
Director

Vakesh Vyapaar Pvt Ltd
Manoj Gupta
Director

Nawya Commercial Pvt Ltd
Manoj Gupta
Director

ADARSH GOODS PVT LTD
Manoj Gupta
Director

ANUBHAV SALES PVT LTD
Manoj Gupta
Director

ANCHAL BARTER PVT LTD
Manoj Gupta
Director

AKRITI GOODS PVT LTD

Director/Authorised Signatory

EGAMART MERCHANTS PVT LTD

Directors

ASTHA BARTER PVT LTD

Director

ANMOL BARTER PVT LTD

Director

Sarvottam Goods Pvt Ltd

Director

SHELTER TIE-UP PVT. LTD.

Director

ARD MERCHANTS PRIVATE LIMITED

Director

CIPLE VINIMAY PVT LTD

Director

MPARE VANIJYA PVT. LTD.

Director / Authorised Signatory

INNOVATIVE VINIMAY PVT. LTD

Director / Authorised Signatory

PROBAL MERCHANTS PVT. LTD.

Director / Authorised Signatory

MANTRA VYAPAR PVT LTD

Director / Authorised Signatory

CREEK VANIJYA PVT. LTD.

Director / Authorised Signatory

GURUKUL VYAPAAR PVT. LTD.

Director / Authorised Signatory

ROCKET VANIJYA PVT. LTD

Director / Authorised Signatory

Vertical Vinimay Pvt. Ltd.

Director / Authorised Signatory

SAMAY BARTER PVT LTD

Director / Authorised Signatory

Europes Merchants Pvt Ltd

Director / Authorised Signatory

Sampark Vinimay

Director / Authorised Signatory

Pramaan Diamond

Director

SENSITIVE VYAPAAR PVT. LTD

Director

MAMRAH CONSULTANTS PVT. LTD

Director

Pravesh Vyapaar Pvt Ltd

Director

Signature of Part – I Owners

SNOWFALL VINIMAY PVT. LTD.

Director

IMPROVE SUPPLIERS PVT. LTD.

Director

PREMIUM AGENCIES PVT. LTD.

Director

ALANKAR VINTRADE PVT. LTD.

Director

GREENLINE TIE-UP PVT. LTD.

Director

FAIRPLAN MARKETING PVT. LTD.

Director

SILVERLINE SUPPLIERS PVT. LTD.

Director

EVEREST VINCOM PVT. LTD.

Director

SUNBRIGHT TRADELINKS PVT. LTD.

Director

KARISHMA TIE-UP PVT. LTD.

Director

GOLDMINE DISTRIBUTORS PVT. LTD.

Director

Advocate
High Court, Calcutta
WB 742/2002

Signature of Part – II Owners

##########################

DATED THIS DAY OF 2015

##########################

BETWEEN

CLARITY BARTER PRIVATE LIMITED PVT. LTD & 63 ORS.

.... PART I OWNERS

AND

SNOWFALL VINIMAY PRIVATE LIMITED & 10 ORS.

..... PART II OWNERS

AND

PS SRIJAN ESTATE

..... DEVELOPER

DEVELOPMENT AGREEMENT

R.L. GAGGAR
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001

SPECIMEN FORM FOR TEN FINGERPRINTS

Raj Kumar Gupta

Little	Ring	Middle	Fore	Thumb
(Left Hand)				

Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Yamini

Little	Ring	Middle	Fore	Thumb
(Left Hand)				

Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Gyanendra Sahu

Little	Ring	Middle	Fore	Thumb
(Left Hand)				

Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Gautam Das

Little	Ring	Middle	Fore	Thumb
(Left Hand)				

Thumb	Fore	Middle	Ring	Little
(Right Hand)				

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
16 JUN 2015

SPECIMEN FORM FOR TEN FINGERPRINTS

Manoj Kumar Chandalia

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

Pawan Khanna

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

Rajesh Sharma

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

Manoj Gupta

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

SPECIMEN FORM FOR TEN FINGERPRINTS

Jamal Ahmad

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

Manjunath

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

Kaushal Agarwal

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

M. Afzal

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

CALCUTTA

ADDITIONAL REGISTRAR

16 JUN 2015

SPECIMEN FORM FOR TEN FINGER PRINTS

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

Name RACHIT AGARWAL

Signature

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

Name VIKASH AGARWAL

Signature

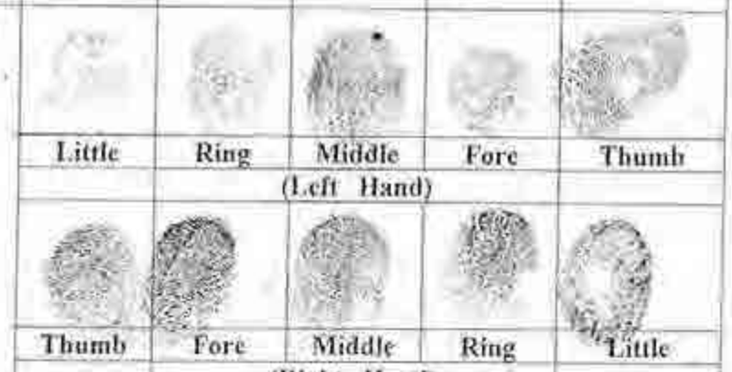
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name YISHAL AGARWAL

Signature

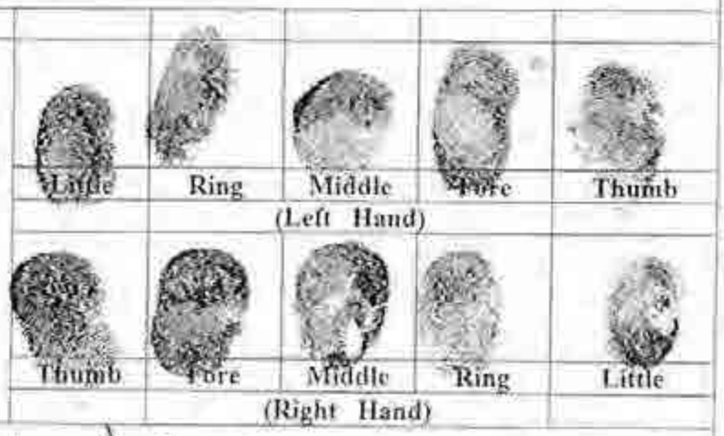
ADDITIONAL REGISTRAR
CALCUTTA
16 JUN 2015

SPECIMEN FORM FOR TEN FINGER PRINTS



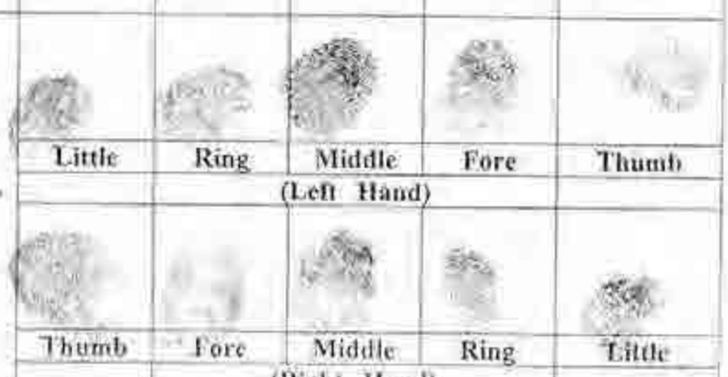
Name: BIMAL AGARWAL

Signature: Bimal Agarwal



Name: VAIBHAV AGARWAL

Signature: Vaibhav Agarwal



Name: Sudeet Kumar Gupta

Signature: Gupta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2015, Page from 22676 to 22803

being No 190105352 for the year 2015.

Seal of the Additional Registrar, Assurance -I, Kolkata

Digitally signed by DINABANDHU ROY
Date: 2015.07.03 16:38:39 +05:30
Reason: Digital Signing of Deed

(Dinabandhu Roy) 7/3/2015 4:38:31 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

West Bengal.

(This document is digitally signed.)