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পশ্চিমবঙ্গ পাবনা জেলা পশ্চিমবঙ্গ

১০৭৭৭/১২

৪,৪৩৯৩ (চার হাজার)



Certified that the Document is submitted to the Registrar of Companies, Kolkata and the same is registered as per the part of this Document.

Additional Registrar of Companies, Kolkata

THIS DEVELOPMENT AGREEMENT made this the 11th day of 11/11/12

- 1) MIS KRYPTON AGENCIES PRIVATE LIMITED (PAN No: AABC1340H) represented by one of its Directors, Sri Ajay Prakash Jhurjhumwala
- 2) MIS TASU ESTATE PRIVATE LIMITED (PAN No: AABCT2180C) represented by one of its Directors, Sri Pradyumn Choudhary
- 3) MIS SYNCOX TRADERS PRIVATE LIMITED (PAN No: AAECS9633A) represented by one of its Directors, Sri Pradyumn Choudhary
- 4) MIS CORONATION COMMERCE PRIVATE LIMITED (PAN No: AABCC0753C) represented by one of its Directors, Sri Ajay Prakash Jhurjhumwala
- 5) MIS PANCHANAN MERCANTILE PRIVATE LIMITED (PAN No: AABCP8485G) represented by one of its Directors, Sri Shree Prakash Jhurjhumwala
- 6) MIS SWEET HOME PROJECTS PRIVATE LIMITED (PAN No: AAECS8636F) represented by one of its Directors, Sri Shree Prakash Jhurjhumwala
- 7) MIS RILOK COMMERCIAL PRIVATE LIMITED (PAN No: AABCT1697J) represented by one of its Directors, Sri Pradyumn Choudhary
- 8) MIS MULTITECH MERCHANDISE PRIVATE LIMITED (PAN No: AACCM1892D) represented by one of its Directors, Sri Ajay Prakash Jhurjhumwala
- 9) MIS SATI DEVELOPMENT PRIVATE LIMITED (PAN No: AAECS0773P) represented by one of its Directors, Sri Ajay Prakash Jhurjhumwala and
- 10) MIS JIWAN GOURI PROPERTIES PRIVATE LIMITED (PAN No: AAACJ8395G) represented by one of its Directors, Sri Ajay Prakash Jhurjhumwala,

JIWAN GOURI PROPERTIES PVT. LTD. Director: Shyam Sunder Banerjee

MULTITECH MERCHANDISE PVT. LTD. Director: [Signature]

TAASU ESTATE PVT. LTD. Director: [Signature]

TILLOT COMMERCIAL PVT. LTD. Director: [Signature]

KRYPTON AGENCIES PVT. LTD. Director: [Signature]

CORONATION COMMERCE PVT. LTD. Director: [Signature]

For Pradyumn Choudhary Pvt. Ltd. Director: [Signature]

For Shree Prakash Jhurjhumwala Pvt. Ltd. Director: [Signature]



MOHITPREET CHOPRA LICENCED SUPERVISOR KOLKATA REGISTRATION OFFICE

SI. No: S102 DATE: 11 MAR 2012
NAME: Pradyumn Choudhary
ADD: 15A, Radhakrishna St
APT: 6/1-12



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

Endorsement For Deed Number : I - 05867 of 2012
(Serial No. 05510 of 2012)

7. Ajay Prakash Jhunjhunwala
Director, M/s Titok Commercial
BENGAL, India, Pin :-700071.
. By Profession : Others
8. Ajay Prakash Jhunjhunwala
Director, M/s Multitech Merchandise Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
9. Ajay Prakash Jhunjhunwala
Director, M/s Sati Development Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
10. Ajay Prakash Jhunjhunwala
Director, M/s Jeevn Gouri Properties Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
11. Harish Singhania (Developer)
Director, M/s Prudent Commercial Pvt Ltd, 10 A, Rowden Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700017.
. By Profession : Others
- Identified By Shyam Sundar Agarwal, son of F. C. Agarwal, 7 B, Pretoria Street, Kol, P.O. :-
District-Kolkata, WEST BENGAL, India, Pin :-700071, By Caste: Hindu, By Profession: Servant.

(Abani Kumar Dey)
ADDL REGISTRAR OF ASSURANCES-II

On 16/05/2012

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-8,83,33,128/-

Certified that the required stamp duty of this document is Rs.-75000/- and the Stamp duty paid is
Impressive Rs.-100/-

(Abani Kumar Dey)
ADDL REGISTRAR OF ASSURANCES-II

On 17/05/2012

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

(Abani Kumar Dey)
ADDL REGISTRAR OF ASSURANCES-II
Endorsement Page 2 of 3

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

Endorsement For Deed Number : I - 05867 of 2012
(Serial No. 05510 of 2012)

On 14/05/2012

Payment of Fees:

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

Presented for registration at 18.15 hrs on 14/05/2012, at the Private residence by Harish Singhania (Developer), Calcutta.

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

Execution is admitted on 14/05/2012 by

1. Ajay Prakash Jhunjhunwala
Director, M/s Krypton Appliances Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
2. Purnima Gupta
Director, Tatu Estate Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST BENGAL,
India, Pin :-700071
. By Profession : Others
3. Purnima Gupta
Director, M/s Syntex Traders Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
4. Ajay Prakash Jhunjhunwala
Director, M/s Commodore Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
5. Shree Prakash Jhunjhunwala
Director, M/s Pandhuan Mercantile Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others
6. Shree Prakash Jhunjhunwala
Director, M/s Sweet Home Projects Pvt Ltd, 7 B, Pretoria Street, Kol, P.O. :- District-Kolkata, WEST
BENGAL, India, Pin :-700071.
. By Profession : Others

(Abani Kumar Dey)
ADDL REGISTRAR OF ASSURANCES-II
Endorsement Page 1 of 3

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all private limited companies incorporated and registered under the Companies Act, 1956, (as amended up to date) and all at present having their respective registered offices in the State of West Bengal, (now known as West Bengal) and in the City of Kolkata, Kolkata 700 071, all of whom are collectively referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include to mean and include their respective successors, successors in office, successors in interest and assigns) of the "ONE PART AND MIS PRUDENT COMMODOAL PRIVATE LIMITED (PAN No: AAFCP6170L)", a private limited company incorporated and registered under the Companies Act, 1956, (as amended up to date) and at present having its registered office at 10, Parkson Street, Kolkata 700 017, represented by its Director, Sri Harsh Shah, who is collectively referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include to mean and include its successors, successors in office, successors in interest, permitted nominee or nominees and permitted assigns) of the "OTHER PART"

In this agreement, the Owners and the Developer herein wherever the context so permits, are collectively referred to as "Parties" and individually as "Party".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, REPRESENTED, WARRANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEVOLUTION OF TITLE UPON THE OWNERS:

1.1 Purchaser: a) By and under 32 (thirty two) numbers of indentures of conveyance all dated 15th 10/09/2012, the said parties collectively referred to as the "SAID FIRST SET OF INDENTURES OF CONVEYANCE", (the particulars whereof are set out herein below), the respective vendors therein, at or for the consideration therein mentioned granted, sold, transferred, conveyed, released assigned and assured unto and in favour of each of the respective purchasers therein, the owners nos. 1 to 8 herein and the owners nos. 1 to 8 herein jointly, collectively and equally became the absolute lawful owners and well and sufficiently entitled to ALL THAT the lower roomed message, tenement, or dwelling house TOGETHER WITH the piece of land or parcel of ground measuring 14520 sq. ft. or one bigha more or less situate, lying at and being premises No. 2, Janaki Shah Road, Hastings, Calcutta, Thana Hastings, within Ward No. 75 of the Calcutta Municipal Corporation, (hereinafter referred to as the "SAID FIRST PREMISES"), absolutely and forever, free from all encumbrances, charges, liens, lispenders, attachments, trusts, claims, demands, mortgages, Wakfs, debentures, debts, uses, executions, liabilities, prohibitions, restrictions, requisitions, acquisitions and alignments, etc., whatsoever or howsoever.

The particulars of the said First Set of Indentures of Conveyance are as follows:

Date	Vendor	Purchaser	Deed No.	Share (undivided)
15.01.99	Rajan Mala Jain	Kypton Agencies Pvt. Ltd.	1338	1/32
15.01.99	Rajan Mala Jain	Coronation Commerce Pvt. Ltd.	1339	1/32
15.01.99	Rajan Mala Jain	Syncox Traders Pvt. Ltd.	1340	1/32

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

Endorsement For Deed Number : I - 05867 of 2012
(Serial No. 05510 of 2012)


Admissable under rule 21 of West Bengal Registration Rules, 1962 duly stamped under schedule 'A', Article number : 5, 303 of Indian Stamp Act 1899.

Payment of Fees:
Amount By Cash
Rs. 14,000/- on 17/05/2012
(Under Article : E = 14/- on 17/05/2012)

Deficit stamp duty
Deficit stamp duty

1. Rs. 35010/- is paid on 14/05/2012 State Bank of India, LA MARTINIERE, received on 17/05/2012
2. Rs. 40000/- is paid on 15/05/2012 State Bank of India, ELLIOT ROAD, received on 17/05/2012

(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II



(Abani Kumar Dey)
ADDL. REGISTRAR OF ASSURANCES-II

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15.01.99	Ratan Mala Jain	Triok Commercial Pvt. Ltd.	1341	1/32
15.01.99	Ratan Mala Jain	Panchanan Mercantile Pvt. Ltd.	1342	1/32
15.01.99	Ratan Mala Jain	Multitech Merchandise Pvt. Ltd.	1343	1/32
15.01.99	Ratan Mala Jain	Tasul Estate Pvt. Ltd.	1378	1/32
15.01.99	Ratan Mala Jain	Sweet Home Projects Pvt. Ltd.	1379	1/32
15.01.99	Sushila Devi Jain	Triok Commercial Pvt. Ltd.	1354	1/32
15.01.99	Sushila Devi Jain	Tasul Estate Pvt. Ltd.	1355	1/32
15.01.99	Sushila Devi Jain	Multitech Merchandise Pvt. Ltd.	1356	1/32
15.01.99	Sushila Devi Jain	Syncox Traders Pvt. Ltd.	1357	1/32
15.01.99	Sushila Devi Jain	Krypton Agencies Pvt. Ltd.	1396	1/32
15.01.99	Sushila Devi Jain	Sweet Home Projects Pvt. Ltd.	1397	1/32
15.01.99	Sushila Devi Jain	Panchanan Mercantile Pvt. Ltd.	1398	1/32
15.01.99	Sushila Devi Jain	Coronation Commerce Pvt. Ltd.	1389	1/32
15.01.99	Kailashwati Jain	Krypton Agencies Pvt. Ltd.	1372	1/32
15.01.99	Kailashwati Jain	Tasul Estate Pvt. Ltd.	1373	1/32
15.01.99	Kailashwati Jain	Syncox Traders Pvt. Ltd.	1374	1/32
15.01.99	Kailashwati Jain	Coronation Commerce Pvt. Ltd.	1375	1/32
15.01.99	Kailashwati Jain	Panchanan Mercantile Pvt. Ltd.	1376	1/32
15.01.99	Kailashwati Jain	Sweet Home Projects Pvt. Ltd.	1377	1/32

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1 MAR 2012

15.01.99	Kailashwari Jain	Pvt. Ltd. Triok Commercial Pvt. Ltd.	1400	1/32
15.01.99	Kailashwari Jain	Multitech Merchandise Pvt. Ltd.	1401	1/32
15.01.99	Ram Kail Jain	Syncox Traders Pvt. Ltd.	1370	1/32
15.01.99	Ram Kail Jain	Triok Commercial Pvt. Ltd.	1371	1/32
15.01.99	Ram Kail Jain	Krypton Agencies Pvt. Ltd.	1380	1/32
15.01.99	Ram Kail Jain	Coronation Commerce Pvt. Ltd.	1381	1/32
15.01.99	Ram Kail Jain	Tasu Estate Pvt. Ltd.	1382	1/32
15.01.99	Ram Kail Jain	Sweet Home Projects Pvt. Ltd.	1383	1/32
15.01.99	Ram Kail Jain	Multitech Merchandise Pvt. Ltd.	1384	1/32
15.01.99	Ram Kail Jain	Panchanan Mercantile Pvt. Ltd.	1395	1/32

b) By and under 12 (twelve) numbers of Indentures of Conveyance, executed on several dates, (hereinafter collectively referred to as the "SAID SECOND SET OF INDENTURES OF CONVEYANCE"), (particulars whereof are set forth in the Schedule hereunder) the respective shares therein mentioned granted, sold, transferred, conveyed, released, assigned and otherwise disposed of by the owners nos. 9 and 10 herein (jointly and collectively) and equally became the absolute lawful owners and well and sufficiently entitled to ALL THAT the message, tenement, or dwelling house containing an area of 13 (thirteen) cothas and 4 (four) chittacks of land, be the same a little more or less, whereon or on part whereof the same is erected and built being in municipal premises No. 4, Jangal Shah Road in Thana Hastings, Sub Division of Calcutta, (hereinafter referred to as the "SAID SECOND PREMISES"), absolutely and forever, free from all encumbrances, charges, liens, mortgages, attachments, trusts, claims, demands, mortgages, Wakfs, debentures, debts, uses, executions, liabilities, prohibitions, restrictions, requisitions, acquisitions and alignments, etc., whatsoever or howsoever.

The particulars of the said Second Set of Indentures of Conveyance are as follows:

Date	Vendor	Purchaser	Deed No.	Share (undivided)
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08.01.96	Hiranmay Shaw	Sati Development Pvt. Ltd.	93	5%
28.07.95	Parimal Shaw	Jiwan Gouri Properties Pvt. Ltd.	3870	5%
28.07.95	Sunil Kumar Shaw	Jiwan Gouri Properties Pvt. Ltd.	3851	10%
28.07.95	Sunil Kumar Shaw	Sati Development Pvt. Ltd.	3802	10%
23.11.95	Saill Kumar Shaw	Sati Development Pvt. Ltd.	4087	10%
23.11.95	Deb Kumar Shaw	Sati Development Pvt. Ltd.	4068	10%
23.11.95	Deb Kumar Shaw	Jiwan Gouri Properties Pvt. Ltd.	4069	10%
23.11.95	Rabin Kumar Shaw	Jiwan Gouri Properties Pvt. Ltd.	4070	10%
23.11.95	Saill Kumar Shaw	Jiwan Gouri Properties Pvt. Ltd.	4071	10%
23.11.95	Rabin Kumar Shaw	Sati Development Pvt. Ltd.	4072	10%
15.01.99	Ratan Mala Jain	Sati Development Pvt. Ltd.	1791	5%
15.01.99	Ratan Mala Jain	Jiwan Gouri Properties Pvt. Ltd.	1792	5%

1.2 **Amalgamation:** Both the First and the Second premises being adjacent/contiguous parcels of land, the owners herein caused the said two Premises to be amalgamated and upon such amalgamation the same has been renumbered as Municipal Premises No. 2, Jirani Shah Road, Kolkata, (hereinafter referred to as the "SAID PROPERTY"), as more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.

1.3 **Absolute Ownership:** In the circumstances aforesaid and by virtue of the said First Set of indentures of Conveyance and the said Second Set of indentures of Conveyance as herein before recited, the Owners herein jointly and collectively became and still are the absolute lawful owners, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property, absolutely and forever, free from all encumbrances, charges, liens, incumbrances, trusts, claims, demands, mortgages, Wakfs, debentures, mortgages, leases, tenancies, rights, powers, easements, mortgages, liens, incumbrances, acquisitions and alignments, etc., whatsoever or howsoever.

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2. DEFINITIONS:

In these presents, unless there be something repugnant or contrary to the subject or context, the following words/expressions shall have the meaning assigned to them in the manner following:

2.1 **Architect** shall mean any person/firm or company whom the Developer may appoint for the purpose as the Architect for designing and planning of the new buildings to be constructed on the said property in consultation with the Owners.

2.2 **Consents** shall mean the planning permission and all consents, licenses, permissions and approvals (whether statutory or otherwise) necessary for carrying out the development, construction and completion of the new buildings and making the same ready for use and occupation.

2.3 **Development Agreement** shall mean this Agreement

2.4 **Owners** shall mean the said 1) **M/s Krypton Agencies Private Limited**, 2) **M/s Tesu Estate Private Limited**, 3) **M/s Synchron Traders Private Limited**, 4) **M/s Cronation Commerce Private Limited**, 5) **M/s Panchanan Mercantile Private Limited**, 6) **M/s Sweet Home Projects Private Limited**, 7) **M/s Trilok Commercial Private Limited**, 8) **M/s Multitech Merchandise Private Limited**, 9) **M/s Sati Development Private Limited** and 10) **M/s Jhvan Gouri Properties Private Limited** and shall mean and include their respective successors, successors in office, successors in interest and assigns.

2.5 **Developer** shall mean the said **M/s Prudent Commodore Private Limited** and shall mean and include its successors, successors in office, successors in interest, permitted nominee or nominees and permitted assigns

2.6 **Said Property** shall mean and include **ALL THAT** the messuage, tenement, or dwelling house **TOGETHER WITH** the piece or parcel of land containing an area of 33 (thirty three) cottages (seven) chittaks and 25 (twenty five) sq. ft., equivalent to 2240 sq. mt. / 440 x 240 sq. ft. Being situated at the address of the premises No. 2, Janak Shah Road, Police Station Hastings, Kolkata - 700 022, as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and as shown and delineated in **RED** colour border on the map or plan annexed hereto.

2.7 **New Buildings** shall mean and include the new wholly residential building or buildings to be constructed on the said property as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and as shown and delineated in **RED** colour border on the map or plan annexed hereto. Having several self-contained flats/apartments (with servants quarters) and open and covered car parking spaces, capable of being held, used, occupied and enjoyed independently and also having the common parts, porlions, areas, facilities and amenities, as more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and as per the specifications, as more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and/or elsewhere contained in this agreement.

2.8 **Flats/Units/Apartments** shall mean the constructed areas and/or spaces in the new buildings intended to be built and/or constructed and capable of being held, used, occupied and enjoyed independently of each other, as per the specifications, as more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and/or elsewhere contained in this agreement.

2.9 **Super Built-Up Area** shall mean the total constructed area which will include common corridors, staircases, common restrooms, toilets, water tanks, garbage vaults, reservoirs, electrical room, generator room, pump room, security

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guard room, office room, common toilets etc., as applicable, together with the width of the walls.

2.10 **Plans/Plans** shall mean the plan or plans, elevations, drawings, drawings and specifications of the new building or buildings as sanctioned by the Kolkata Municipal Corporation or any other authorities concerned, including any modification or variation thereto which may be required to be made from time to time at the instance of the Developer with prior consent of the Owners and/or by the authorities concerned.

2.11 **Common Parts, Portions, Areas, Facilities And Amenities** shall mean and include the corridor, stairs, lift, common lavatories at the ground floor, generator room, ductwork and/or security room, pump room, DG room, tube well (if permissible), overhead tank, water pump room and motor and other facilities which may be mutually agreed upon between the parties and required for common use and enjoyment by the owners of flats/units/apartments in the Building/s and maintenance and/or management of the new buildings, as more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, but shall not include the Roof/Terrace attached to any Flat/Unit/Apartment.

2.12 **Common Purposes** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common parts or portions or areas, rendition of common services, facilities and amenities in common to all the co-owners of the flats/units/apartments, collection and disbursement of the common expenses and the purpose of regulating mutual rights and obligations of the co-owners of the flats/units/apartments and all other purposes or matters in which the owners of flats/units/apartments have common interest relating to the said property and the new buildings thereon.

2.13 **Proportionate Or Proportionately** in relation to a particular flat/unit/apartment shall mean the proportion in which the super built-up area of such flat/unit/apartment may bear to the total super built-up area of all the flats/units/apartments in the new building/s PROVIDED THAT where it refers to the share of any owner of any particular flat/unit/apartment in the rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied and assessed and the same shall be determined on the basis of the area, rental income or user of the such unit/flats/apartments by the owner thereof).

2.14 **Maintenance In Charge** shall mean any Association/Society/Private Limited Company / Limited Company that may be formed or nominated by the Owners and the Developer for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by them, but not inconsistent with the provisions and covenants herein contained.

2.15 **Saleable Space** shall mean the spaces in the new building/s available for independent use, occupation and enjoyment after making due provisions for the common parts, common portions, common areas, common facilities and amenities.

2.16 **Owners' Allocation** shall mean **ALL THAT FIRSTLY**, 75% (seventy five percent) of the total constructed space or area comprised in and forming part of and in the New Building/s to comprise the parking spaces for motor cars and other vehicles within one month of sanction of the plans, **SECONDLY**, the parking spaces for parking of motor cars in the ground floor of the Building/s as also at the open spaces at the ground level and if necessary, also in the basement level in the said property as be equivalent to 75% (seventy five percent) of the total number of motor cars that could be parked therein or thereat, which shall be duly

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identified and earmarked by and between the parties mutually within one month of sanction of the plans, **THIRDLY**, 75% (seventy five percent) undivided share of the roof / terrace attached to any Flat/Unit/ Apartment, including the Common Roof but excluding any portion thereof, shall be shared equally between the parties as mentioned and described in the **SECOND SCHEDULE** hereunder written, and **FOURTHLY**, 75% (seventy five percent) undivided and impartible share in the land comprised in the said property, it is however made clear that the entire Owners' Allocation as mentioned above shall be shared by each of the Owners as per their respective ratio of ownership in the said property as far as practicable. If any Owner gets area more or less than their entitlement then the same will be adjusted by payment of monetary compensation as per prevailing market rate.

2.17 Developer's Allocation shall mean **ALL THAT FIRSTLY**, 25% (twenty five percent) of the total constructed space or area comprised in and forming part of and in the New Buildings to comprise in the Flats/Units/Apartments, which shall be duly identified and earmarked by and between the parties mutually within one month of sanction of the plans, **SECONDLY**, the parking spaces for parking of motor cars in the ground floor of the Buildings as also at the open spaces at the ground level and if necessary, also in the basement level in the New Buildings to the extent of 25% (twenty five percent) of the total number of motor cars that could be parked in the said buildings, which shall be duly identified and earmarked by and between the parties mutually within one month of sanction of the plans, **THIRDLY**, 25% (twenty five percent) undivided share in the common parts or portions (including the Common Roof but excluding any roof / terrace attached to any Flat/Unit/Apartment), including those mentioned and described in the **SECOND SCHEDULE** hereunder written, and **FOURTHLY**, 25% (twenty five percent) undivided and impartible share in the land comprised in the said property.

2.18 Penthouse shall mean duplex apartments on the top two floors of the high rise building, with an attached landscaped terrace

2.19 Specifications shall mean the specifications of design construction/ materials/ finishes to be provided by the Developer in the new buildings, except the penthouse, at its own costs, charges and expenses, as more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written and/or elsewhere contained in this agreement. Specifications for penthouse as mentioned and described in the **FOURTH SCHEDULE** hereunder written

2.20 Common Roof shall mean such part or portion of the ultimate roof earmarked for common use of all the flat owners in the said New Building.

2.21 Attached Roof shall mean the open area attached to a particular Flat/Unit/Apartment, to be used, occupied and enjoyed by the owner of the said Flat/Unit/Apartment, to the exclusion of all the other owners of the Flat/Unit/Apartments in the New Buildings and which shall not form a part of the common parts, portions and areas comprised in the said property.

3. INTERPRETATIONS:

3.1 Reference to any right exercisable by the Owners or the Developer shall include (where appropriate and lawful) the exercise of such right by any person authorised in that behalf by the Owners or the Developer as the case may be.

3.2 Any reference to any Act of Parliament whether general or specific, any statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced in any manner whatsoever, and as in force before or after the date of this Agreement and shall also be construed as

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referring to any previous statute, statutory provision or subordinate legislation enacted, modified, consolidated, re-enacted or replaced by such statute, statute, ordinance, order, regulation, bye laws, permissions or directions or other orders, plans, regulations, bye laws, permissions or directions or other subordinate legislation at any time issued under it or made pursuant to that statutory provision.

3.3 It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement shall stand rebutted and that no presumption shall arise adverse to the right, title and interest of the parties to the said property.

3.4 In this Agreement, any reference to a Party is to a party to this Agreement, unless expressly stated to the contrary.

3.5 Any phrase introduced by the terms "including", "include", "in particular" or any other similar term or expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3.6 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, modified, supplemented or novated.

3.7 Any obligation of the parties to this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on their part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

3.8 Words denoting one gender shall mean and include other genders as well.

3.9 Words denoting singular number shall include the plural and vice-versa.

3.10 The headings in this Agreement are inserted for convenience of reference only and shall not be taken into account for the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

3.11 Any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and shall have the effect and be construed as an integral part of and be deemed to be incorporated in this Agreement.

3.12 All amendments and additions to this Agreement shall be valid only if made in writing and accepted jointly and signed by both the parties by a supplemental agreement.

3.13 All communication, of whatsoever nature pursuant to this Agreement between the Owners and the Developer shall be made in writing between the persons nominated in writing by the parties hereto for such purpose.

4. SUBJECT MATTER OF THIS AGREEMENT:

By mutual consent, the Owners have agreed to get the said property developed by the Developer in terms of and in accordance with the provisions of this Agreement, and the Developer having sufficient experience and repute for such development has agreed to develop the SAID PROPERTY, by constructing a new building and/or buildings thereon as may be sanctioned by the Kolkata Municipal Corporation, for mutual benefit and for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions of the parties as contained hereinafter.

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5. OWNERS' REPRESENTATIONS AND WARRANTIES:

5.1 Prior to entering into this Agreement, the Owners have represented, warranted and assured the Developer as follows:

5.1.1 **Rights of Owners:** The Owners herein are jointly and collectively in their respective rights, the absolute lawful owners, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property. No other person or persons other than the Owners herein have any right, title and/or interest of any nature whatsoever in respect of the said property or any part or portion thereof.

5.1.2 **Marketable Title of the Owners:** The said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Waifs, debentures, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever. However, the responsibility of making good and marketable title to the said property shall be that of the Owners.

5.1.3 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that the Owners title to the said property continues to remain good and marketable and free from all encumbrances whatsoever till this agreement stands consummated and/or determined and/or formal deeds of conveyance/transfer in respect of the Flats/Units/Apartments in the New Building are executed and registered by the Owners in favour of the prospective purchasers.

5.1.4 **No Previous Agreement or Arrangement:** That as on date there is no existing Agreement for Sale and/or Arrangement for Sale and/or Arrangement for Sale entered into by the Owners with any person or persons who could adversely affect this agreement or the rights of the Developer herein, nor is there any subsisting Memorandum of Deposit of Title Deeds, nor have the Owners deposited the title deeds not created any third party right in respect of any part or portion of the said property by way of lease and/or agreement to lease and/or agreement for tenancy and/or any agreement for sale and/or any joint venture agreement, development agreement and/or any other agreement and/or arrangement by which any third party's right and/or rights or possession or otherwise, is created and/or is intended to be created in favour of any third party and which could adversely affect this agreement or the rights of the Developer herein.

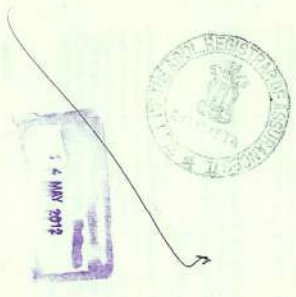
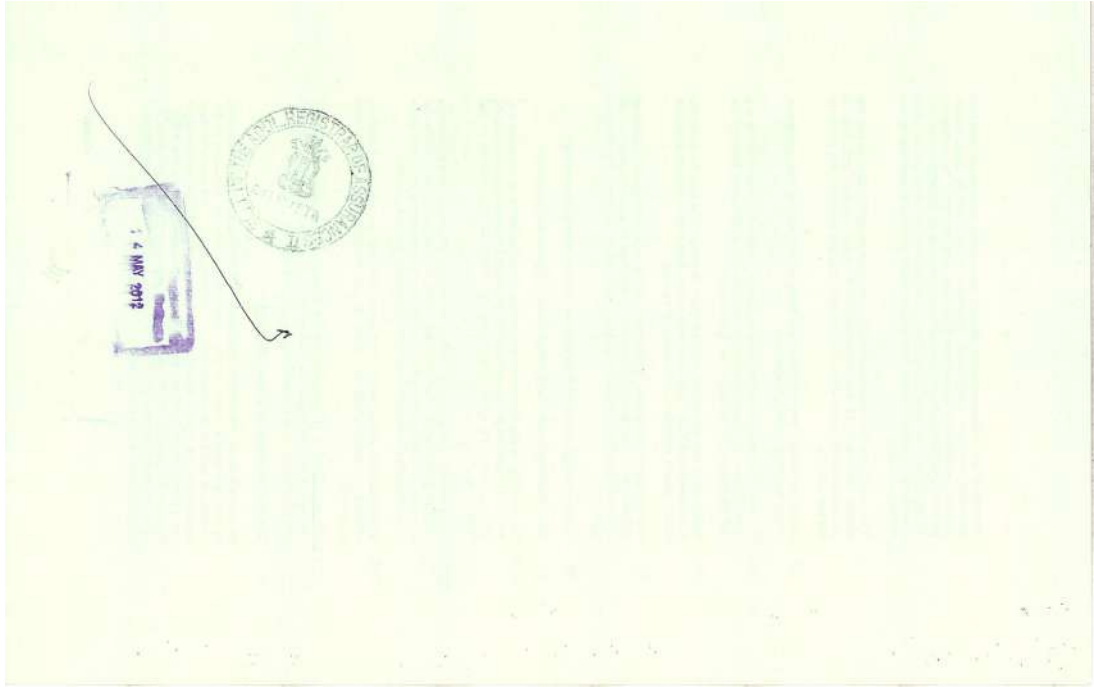
5.1.5 **Free of Acquisition or Requisition:** No part or portion of the said property is subject to or affected by any notice of acquisition and/or requisition under any law for the time being in force and/or the subject matter of alignment, either by the Govt. of West Bengal, or the Government of India, Kolkata Municipal Corporation, or any other authority or authorities appointed in this regard by the Central and State Governments and the Owners neither have any knowledge nor notice about the same.

5.1.6 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist and that there is no legal bar or impediment or otherwise, on the part of the Owners to enter into this Agreement in respect of the said property or any part or portion thereof.

5.1.7 **Absolute Possession:** The Owners are in lawful, vacant, physical, free possession and enjoyment of the said property and no person and/or persons is occupying the said property either as a tenant or otherwise nor any other person and/or persons has any right, title and interest over and in respect of the said property or any part of portion thereof.

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5.1.6 **Title Deeds:** The original title deeds in respect of the said property are at present in possession of the Owners and have not been pledged or kept as security collateral or otherwise, with any person or persons, bank, or financial institution.

5.1.9 **No Prejudicial Act:** The Owners have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointer and grant of rights to the Developer under this Agreement.

5.1.10 **No Statutory Bar:** The said property or any part or portion thereof is not subject to any encumbrance, demand, or attachment under the Public Demands Recovery Act, 1951, or any other law, for the time being in force.

5.1.11 **Mutation in the names of the Owners:** The said property is duly mutated in the names of the Owners in the records of the Kolkata Municipal Corporation (KMC) and the Owners have paid the up to date municipal rates and taxes in respect of the said property to the Kolkata Municipal Corporation.

5.1.12 **No Legal Proceedings:** No suit or proceedings and/or any litigation is presently pending and/or instituted by any person or persons in respect of the said property or any part or portion thereof and there is no valid or subsisting order of injunction of any Court or authority of competent jurisdiction relating to or affecting the said property in any manner whatsoever.

6. DEVELOPER'S REPRESENTATIONS AND WARRANTIES:

6.1 The Developer has inspected the site, copies of the title deeds, documents and papers and taking prima facie satisfied as to the title of the Owners, has agreed to accept the same as stated in the Agreement and has represented and warranted to the Owners as follows:

6.1.1 **Infrastructure, Experience and Expertise of the Developer:** The Developer is carrying on business of construction and development of real estate and has sufficient experience, infrastructure, and expertise in this field and has assured the Owners that the Building to be constructed at the said Property will be of high class and quality.

6.1.2 **Resources of the Developer:** The Developer has adequate financial resources at its command to undertake development of the said premises and has assured the Owner Companies that the said project will not suffer because of lack of funds.

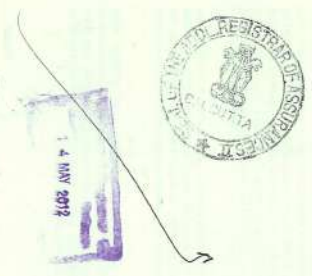
6.1.3 **Desire to Develop:** The Owners have decided and are desirous of developing the said property. The Owners have negotiated with the Developer for grant of right to the Developer for development of the said property, for mutual benefit, by constructing the Buildings to be developed by the Developer on the said property, (hereinafter referred to as the "PROJECT").

6.1.4 **Developer to incur costs:** The Developer shall incur all costs, charges and expenses whatsoever for development of the said property on the terms and conditions hereinafter appearing, including but not limited to costs charges fees expenses etc. for survey, sanction, construction, landscaping and completion; and the Owners shall not be put to any expense cost or charge whatsoever unless the same is expressly and categorically mentioned in this agreement.

6.2 **Agreement Based on Representations:** Relying on the mutual representations of the respective parties to each other as aforesaid, believing the same to be true and correct and acting on the faith thereof, in order to avoid any disputes between the parties in future, the terms and conditions for development of the Project are being reduced in writing in the form of execution of this Agreement.

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7. MAIN ELEMENT OF THIS AGREEMENT:

7.1 Construction of the New Buildings on the Said Property: The parties hereto have mutually decided and agreed to develop the said property for mutual benefit by construction of the Residential New Buildings by the Developer at its own costs charges and expenses, subject to and in consideration of certain rights, benefits, responsibilities, obligations, commitments, restrictions and promises of the parties towards each other and upon each of the parties complying with their respective obligations towards undertaking and completion of the Project.

7.1.1 The right of development of the Developer shall not be revoked by the Owners so long the Developer punctually duly fulfills its obligations hereunder contained, subject to Forces Majeure as hereinafter contained.

7.2 Nature and Use of the proposed New Buildings: The New Building or Buildings, wholly residential, shall be constructed on the said property in accordance with the building plans to be prepared by the Architect appointed by the Developer and sanctioned by the Kolkata Municipal Corporation (KMC), West Bengal, in its entirety (with servant's quarters) and shall be open and covered car parking spaces, and other facilities and amenities and enjoyed independently and also having the common parts, portions, areas, facilities and amenities therein.

7.2.1 At least two weeks prior to submission of the Plan for sanction, the Developer shall have the same approved by the Owners. Any modification/alteration as may be suggested by the Owners in the plan shall be considered by the Developer and if the same does not amount to reduction in the constructed area and if deemed fit by the Architect, be incorporated in the plan.

8. APPOINTMENT AND ACCEPTANCE:

In consideration of the various obligations assumed by the Developer for undertaking the construction of the New Buildings at the said property and delivering the Owners Allocation to the Owners and bearing the entire costs, charges and expenses thereof and all other obligations, undertakings, agreements and covenants of the Developer hereunder, the Owners have appointed the Developer as the sole agent for the said property and the Owners agree to and accept the said appointment by the Owners.

9. COMMENCEMENT AND TENURE:

This Development Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the "Commencement Date of the Development Agreement") and the total sum of Rs. 5,00,00,000/- (Rupees five crores) only by the Developer with the Owners in their respective ratios of ownership in the said property, the receipt whereof is acknowledged by the Owners in the memo of consideration hereunder written. This Agreement shall remain valid, subsisting and in force until the time all the obligations of the parties towards each other stand fulfilled, observed and performed.

10. APPROVALS AND SANCTIONS:

10.1 Approvals: The Developers shall obtain no objection from the competent authority under the Urban Land (Ceiling and Regulation) Act of 1976 in respect of the said property. The Owners shall extend all necessary cooperation for obtaining such no objection. All costs and expenses in this regard shall be on account of the Owners.

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10.2 **Sanction of building plan:** Upon obtaining approvals as mentioned in 10.1 above, the Developer shall, at its own costs, charges, expenses and efforts, cause to be prepared in the presence of the Architect, and after obtaining approval of the Owners in respect of the proposed Building Plan, the Kolkata Municipal Corporation (KMC) and/or other authority or authorities appointed in this regard within a period of 9 (nine) months with a grace period of further 3 (three) months. While causing to prepare and sanction the plans for construction of the Building's as aforesaid, the Developer shall make all best efforts to avail of/ utilize the maximum permissible FAR available on the said property.

10.2.1 It is expressly agreed, understood and clarified that notwithstanding anything elsewhere to the contrary herein contained, the Developer shall cause to be prepared and sanctioned the Plan in such manner that the Owners are allocated and they own a Penthouse comprised in and/or spread out over the top two floors of the building and such Penthouse shall belong to the Owners and form part of the Owners' Allocation. Such penthouse shall be completed and finished with such specifications as mentioned and described in the **FOURTH SCHEDULE** hereunder written.

10.3 Subject to force majeure and obtaining approvals, as mentioned in clause 10.1 herein above, if the Developer fails to obtain sanction of the Building Plan within the period mentioned herebefore (including grace period), the Owners shall be entitled to terminate this agreement and refund the security deposit amount to the Developer without any interest thereon simultaneously with status a/n prevailing as on date being restored forthwith.

11. CONSTRUCTION:

11.1 **Architects, Engineers and Consultants:** The Developer shall appoint the Architect(s), Engineers and other consultants in connection with the construction work of the Project. All costs, charges and expenses whatsoever in this regard including the professional fees and supervision charges shall be paid, discharged and borne by the Developer, save and except what may have to be paid by the Developer on actuals for any addition and/or alteration in the Owners' Allocation that may be done at the written instructions of the Owners after sanction of the Building Plans by the authorities concerned.

11.2 **Construction of the New Buildings:** The Developer shall, at its own costs, charges and expenses construct and complete the New Buildings at the said property of High Quality and in accordance with the sanctioned Building Plans, including constructing, installing and/or providing the common parts, portions, facilities, amenities and utilities therein, as more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and as per the specifications common to all flats/apartments, as more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.

11.2.1 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Buildings and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of New Buildings.

11.2.2 The Developer, while making construction of the New Buildings, shall ensure that there is no objection from the adjoining property owners in respect of the proposed New Buildings, be it in respect of height, area, etc. and shall, with the consent of the Architects and the Developer shall keep the Owners indemnified against all actions suits proceedings costs charges expenses and demands in respect thereof.

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11.2.3 The Developer shall remain responsible for compliance of the following during the course of development of the said Premises:

- a) due compliance of all statutory requirements, whether local or state or central, and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and shall keep the Owners saved harmless and fully indemnified from and against all costs charges actions suits and proceedings and all consequences thereof.
- b) for any accident and/or mishap taking place while undertaking construction of the New Building on the said Premises and to keep the Owners saved harmless and fully indemnified from and against all costs charges actions suits and proceedings and all consequences thereof.
- c) compliance of any enforceable codes of practice of the Municipal Corporation or other authorities affecting the premises for the development and/or sanction of building plans.
- d) make proper provision for security of the said Premises during the course of development.
- e) 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.
- f) not to do or commit any act which may impose or confer upon the Owners any financial liability or obligation in respect of wrong done by the Developer at the said Premises.

11.2.4 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the New Building/s of the said Premises.

11.2.5 If any accident or mishap takes place during construction until completion of the New Building/s due to negligence of the Developer or the Architect or their accountants or contractors, and if any claim is made the same, shall be on account of the Developer and the Owners shall not be responsible nor shall be liable to pay any such claim.

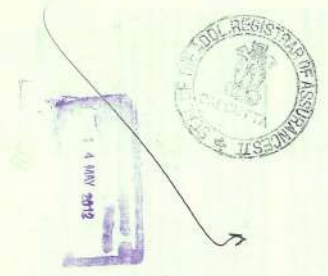
11.2.6 The Owners shall, at their own costs, charges and expenses demolish and/or cause to be demolished the existing structures at the said Property and shall be entitled to the entire sale proceeds realized on account of the salvage/delinis and other movable articles.

11.2.7 The Owners shall, through their authorized representatives be entitled from time to time to inspect and verify the progress of development and/or construction work at the said property.

11.3 Period of Completion:

11.3.1 Time for Commencement of Construction: It has been agreed by and between the parties that the Developer shall commence the construction work of the New Building/s within a period of 3 (three) months from the date of receiving the sanction of the local authorities. (Note: The date of the occurrence of the happening of the last mentioned event shall be the date of the occurrence of the happening of the last mentioned event and making available the said property in vacant condition to the Developer in terms hereof for the purpose of development in terms of this agreement, (hereinafter referred to as the "Construction Commencement Date").

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11.3.2 Time for Completion of Construction: On and from the Construction Commencement Date, the Developer shall be liable for the construction, erected and completed and made fit for habitation by the Developer within a period of (thirty) months, with a grace period of another 6 (six) months from such date (hereinafter referred to as the "Six (6) Months Grace Period", subject to Force Majeure. In the event of the occurrence of any cause of Force Majeure, it is made clear that the Developer shall be entitled to a corresponding extension of time, (hereinafter referred to as the "Scheduled Completion Date"). In this regard it is also clarified and agreed that the Scheduled Completion date shall be the date on which the Occupancy Certificate is issued by the Kolkata Municipal Corporation. The Developer shall be deemed to be complete if so certified by the Architects.

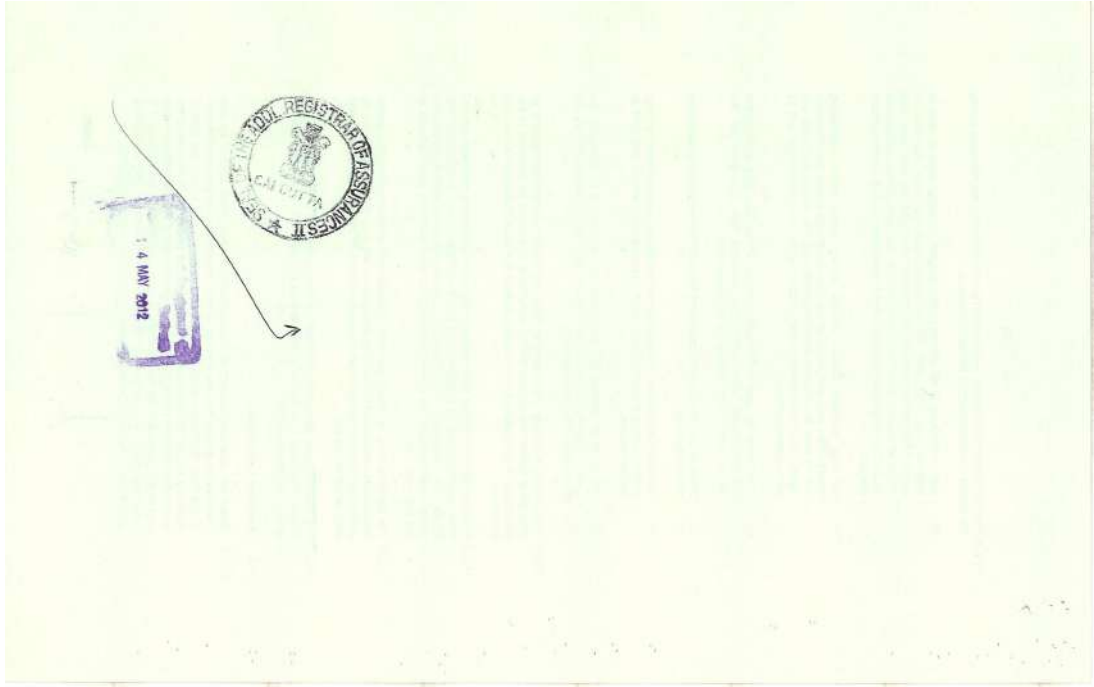
11.3.2.1 In case the Developer fails or neglects to complete the Buildings within the Scheduled Completion date, then in that event the Developer shall be liable and hereby agrees to pay to the Owners a sum of Rs 3,00,000/- (Rupees five lacs) only per mensum as pre-determined liquidated damages, for a period of six months from the Scheduled Completion Date. In the event, the Developer is unable to complete the New Building even after the expiry of the said period of six months, then the Developer shall be liable to pay to the Owners the remaining work of construction completed by any other contractor and/or developer and the Developer agrees to reimburse to the Owners 100% (one hundred and fifty) percent of such costs and expenses as evaluated and certified by the Architect before taking possession and/or transfer of any portion of the Developer's Allocation. The Owners shall submit the statement of account in that regard and the statement of account as submitted by the Owners shall be acceptable to the Developer.

11.4 Common Parts, Portions, Areas, Facilities and Amenities: The Developer shall install, erect and provide in the New Building's the common parts, portions, areas, facilities, amenities and utilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatories, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, internal drainage / sewerage connection and other facilities required for the establishment, use, enjoyment, maintenance and management of the New Buildings are common to all flats/units/apartments. SCHEDULE 1 hereunder shall be read in conjunction with the common parts/units/apartments in the New Building's. The intending purchaser/transferors shall pay the deposits demanded by electricity supplying authority and other agencies and the Owners shall also pay the same for the flats/units/apartments in the Owners' Allocation on actuals. It is clarified that the expression transferor's includes the Owners and the Developer, to the extent of unsold or retained flats/units/apartments in the New Buildings. It is further clarified that the Developer alone shall be entitled to receive/collect from all the purchaser/transferors (1) the charges for the electric appliances and other electrical appliances, (2) the charges for the legal fees, (3) the charges for maintenance to be fixed in consultation with the Owners, (4) statutory and all other miscellaneous and incidental departmental costs, charges and expenses, as may be applicable, for taking necessary appropriate steps in terms of and in accordance with Rule 25 of the Kolkata Municipal Corporation Building Rules, 1950 and (5) all costs, charges and expenses incurred by the Developer for carrying out any additional civil or finishing work in the flats/units/apartments at the written request of the purchaser/transferors.

11.4.1 It is however clarified that the Owners shall not be liable for payment of item nos. (1), (2) and (5) of the charges as mentioned above and allotted to the Owners out of the Owners' Allocation.

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11.5 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, gas, sewer and telephone. It is hereby clarified that the Developer shall be entitled to use the existing electric and water lines on the said property, subject to payment of the utility charges, water tax and other charges for the same, as may be applicable.

11.6 **Utilization of Further Sanction:** The Developer, with the prior consent of the Owners shall be entitled to further construct on the said property on similar terms and conditions as contained herein, till there is a scope for sanctioning of further drawings and above the plans which shall be sanctioned for the time being and shall extend up to the existing support of all vertical columns and horizontal beams, the existing strength of the roof and the existing floor. All purpose of construction for further storey or stores on the said property. All costs, charges and expenses for any additional construction shall be paid and borne by the Developer alone and the same shall be shared in the same ratio as herein agreed i.e. in 75% belonging to the Owners and 25% belonging to the Developer.

12. **POSSESSION:**

12.1 **Time for Handing Over Possession Post Sanction:** Upon sanction of the Building Plans and the Developer intimating that it is in a position to immediately commence construction, the Owners shall within a period of 60 (sixty) days of such intimation by the Developer, positively make available to the Developer the said property for construction and development by the Developer in terms of this Agreement.

12.2 **Security:** The Owners shall allow watchmen and security guards of the Developer to be available on site at the said property during the period of construction.

13. **ORIGINAL TITLE DEEDS AND DOCUMENTS:**

Deposit of Original Title Deeds: It has been agreed by and between the parties hereto that all original Title Deeds, Documents and Papers in respect of the said property, (hereinafter collectively referred to as the "Said Original Title Deeds"), shall always remain in custody of the Owners and the Owners shall produce the same to the Developer for the purpose of registration of the same when reasonably required by the Developer on usual undertaking. The Owners shall not pledge or deposit the said Original Title Deeds with any person till such time it is agreed to be consummated and/or determined.

14. **POWERS AND AUTHORITIES:**

14.1 The owner shall grant to the Developer and/or its Director(s) and/or nominees two power of Attorney for the following purposes:

14.1.1 The first power of attorney shall be granted simultaneously with the execution hereof for the following purposes:

- (i) All purposes connected with the obtaining of sanction of plan, including addition/alteration/modification thereof
- (ii) For applying for and obtain all necessary permissions and sanctions from different authorities in connection with the carrying out of the said project and following up the matter with the all authorities in this regard
- (iii) To apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage, gas, lifts in the

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Building and other common areas and facilities required for construction and use and enjoyment of the Buildings

14.1.2 The Second Power of Attorney shall be granted on the issuance of the Sanctioned plan for the following purposes:

- (i) For selling transferring and/or otherwise disposing off the Developer's Allocation and for that to sign execute and register all agreements, sale deeds and other deeds and documents and all purposes connected therewith.
- (ii) To have the units comprised in the Developer's Allocation as well as in the Owners' Allocation separately assessed by the concerned authorities.
- (iii) To enroll the Owners as party to the agreements and other documents connected to sale transfer and/or disposal of the Developer's Allocation.
- (iv) To commence prosecute enforce defend answer and/or oppose at all legal proceedings before any court of law and before all authorities above stated (including for matters completed in the First Power of Attorney) and for effectuating and implementing these presents.

14.2 Further or Other Powers and Acts: It is understood that notwithstanding the above referred Powers of Attorney granted from time to time to facilitate the construction of the New Buildings at the said property by the Developer, various acts, deeds, matters and things not herein specified may be reasonably required to be done by the Developer in the course of the development of the property of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provision may not have been mentioned herein, the Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute all such papers, documents, plans, etc. and grant such additional Power(s) of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such applications and other documents as the Developer may require in the course of the development of the property in any way, in respect of the Units, Deeds, Matters and things that may be reasonably required on the rights of the Owners and/or go against the spirit of this Agreement.

14.2.1 While exercising the powers and authorities under the various Powers of Attorney to be granted by the Owners in terms hereof, the Developer or the Attorney (being the nominee(s) of the Developer) shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this agreement and/or put the Owners under any obligation or liability.

15. OWNERS' ALLOCATION:

Owners' Allocation shall mean ALL THAT FIRSTLY, 75% (seventy five percent) of the total constructed space or area comprised in and forming part of and in the New Buildings to comprise in the Flats/Units/Apartments, which shall be duly identified and earmarked by and between the parties mutually within one month of sanction of the plans, SECONDLY, the parking spaces for parking of motor cars, trucks, buses, rickshaws, etc. in the basement level of the property as ground level and if necessary, also in the basement level in the said property as be equivalent to 75% (seventy five percent) of the total number of motor cars that could be parked therein or thereat, THIRDLY, 75% (seventy five percent) of the undivided share in the common parts or portions (including the Common Roof

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but excluding any roof terrace attached to any Flat/Unit/Apartment, including the roof terrace attached to any Flat/Unit/Apartment, hereunder or then hereafter, and described in the SECOND SCHEDULE hereunder or then hereafter, shall be deemed to be part of the said property and shall be included in the said property. It is however made clear that the Owners Allocation as mentioned above shall be shared by each of the Owners as per their respective ratio of ownership in the said property as far as practicable. If any Owner gets area more or less than their entitlement then the same will be adjusted by payment of monetary compensation as per prevailing market rate.

16. DEVELOPER'S ALLOCATION:

Developer's Allocation shall mean ALL THAT FIRSTLY, 25% (twenty five percent) of the total constructed space or area comprised in and forming part of the said property to be used for the parking of motor cars, which shall be duly identified and marked between the said property and the parking spaces for parking of motor cars in the ground floor of the Building's as also at the open spaces at the ground level and if necessary, also in the basement level in the said property as be equivalent to 25% (twenty five percent) of the total number of motor cars that could be parked therein or thereat. THIRDLY, 25% (twenty five percent) of the undivided share in the common parts or portions (including the Common Roof but excluding any roof terrace attached to any Flat/Unit/Apartment, including the roof terrace attached to any Flat/Unit/Apartment) included and impartible share in the land comprised in the said property.

17. SECURITY DEPOSIT:

17.1 Security Deposit: To secure the due performance of the obligations of the Developer, the Developer shall at the time of execution hereof, deposit with the Owners an interest free refundable/adjustable security deposit of a sum of Rs. 200,00,000 (Rupees five crores only) only. (hereinafter referred to as the "Said Security Deposit").

17.2 Refund/Adjustment of the Security Deposit: 50% (fifty percent) of the said Security Deposit shall be refunded by the Owners to the Developer immediately upon the Developer completing the super structure of the New Building's to be constructed by the Developer on the said property and the balance 50% (fifty percent) of the said Security Deposit shall be refunded by the Owners to the Developer simultaneously with and immediately upon the Developer handing over to the Owners peaceful vacant possession of the Owners' Allocation in the said property and the completion of the New Building's. In case of and in the event the Owners fail and/or neglect to refund to the Developer any of the aforesaid two instalments of the said Security Deposit or any part or portion thereof despite the Developer complying with its obligations herein, then and in that event, the Owners shall be liable to pay interest thereon @15% per annum; and shall not be entitled to sell, convey, transfer or encumber one flat out of the Owners' Allocation, area whereof shall be about 3500 Square Feet, and the unpaid amount shall remain a charge on the such flat.

17.3 Project Finance: The Developer, if so required and if the situation so demands but only after sanction of the Plan and commencement of construction may arrange for financing of the Project, (hereinafter referred to as "Project Finance") by a Bank/Financial Institution/other entity (not being a private party), (hereinafter referred to as the "Financier"). The liability for refund thereof shall be solely of the Developer and the Owners shall not be made liable therefor in any manner whatsoever nor shall the Developer be entitled to create any charge or mortgage or encumbrance on the said Property or any part thereof or any undivided share therein.

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17.4 Home Loans/Finance: The buyers/transferees/purchasers of the flats/units/sacraments in the New Buildings, and the Developer's Allocations shall be entitled and be at liberty to obtain the finances for purchasing the flats/units/sacraments in the New Buildings, and the Owners and the Developer shall sign and execute all necessary documents and papers as may be reasonably required for the said purpose for their respective allocations.

18. IDENTIFICATION & DEALING WITH THE RESPECTIVE ALLOCATIONS:

18.1 Identification and Demarcation of Respective Allocations: Within a month from the date of the sanction of the Building Plans, the parties shall mutually allocate, demarcate and identify the specific areas/portions and the car parking spaces to be in the Owners' Allocation and the Developer's Allocation respectively in an equitable and fair manner regarding floor, location, situation, type of use, etc. other than one penthouse as stated above which is to exclusively belong to the Owners and will form part of the Owner's Allocation if there are any variations of the Building Plans, the Parties shall by mutual consent vary their respective allocations, if necessary. The parties shall and shall identify the Owners' Allocation and the Developer's Allocation in the Project, then the parties may mutually agree to an unequal allocation or allotment and in such case, the party to which a lesser area is allocated or allotted, shall be entitled to receive monetary compensation from the other party at the then prevailing market rate.

18.2 Owners' Allocation:

18.2.1 After the sanctioning of the Building Plans and upon mutual allocation and identification of the respective allocations of the parties, the Owners shall be entitled to enter into agreements for sale and/or transfer in respect of their allocation and all the amounts received in respect thereof from the prospective buyers/transferees shall belong to them.

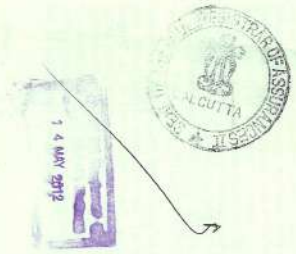
18.2.2 It is further agreed that the Owners shall be entitled to hold, use, enjoy and occupy, their allocation independent of the Developer in terms of this Agreement, for which no express consent of the Developer in the form of a deed or otherwise shall be required. The Owners shall however not be entitled to convey, grant, release, assign and/or otherwise transfer their allocation by executing and registering necessary deeds of conveyance/transfer therefor, till the time the Owners' Allocation is handed over by the Developer to the Owners as herein contained.

18.2.3 The Owners shall be exclusively entitled to the Owners' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owners deem appropriate, without any right, claim or interest therein in respect of the Developer. The Owners shall not be bound to register their allocation with or during the aforesaid period of possession of the Owners' Allocation. It is clearly understood that the dealings with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer and that any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

18.2.4 It is expressly agreed understood and clarified that in case of any delay or default by the Developer in compliance of its obligations herein contained, the Owners are put to any losses/damages costs and expenses incurred by them in the Developer's Allocation. The Owners shall indemnify and hold the Developer harmless and indemnified the Owners with regard thereto in terms of clause 11.3.2.1 herein before contained.

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18.2.5 It is also expressly agreed understood and clarified that the Developer shall be responsible to the Owners for all warranties indemnities etc., as regards construction of the Buildings as stipulated and/or contained in the Bangalore Building (Regulation of Promotion of Construction and Transfer by Promoters) Act and Rules.

18.3 Developer's Allocation:

18.3.1 After the sanctioning of the Building Plans and upon mutual allocation and identification of the respective allocations of the parties, the Developer shall be entitled to enter into agreements for sale and/or transfer in respect of its allocation and all the amounts received in respect thereof from the prospective buyers/transferees shall belong to it.

18.3.2 It is further agreed that the Developer shall be entitled to hold, use, enjoy, occupy, lease, assign, sub-lease, sell, transfer, convey, grant, release, assign and/or otherwise transfer its allocation independent of the Owners in terms of this Agreement, for which no express consent of the Owners will be required and this Agreement by itself shall be treated as such consent.

18.3.3 The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate and the Owners shall not in any way interfere with whatsoever of the Owners' peaceful possession of the Developer's Allocation. It is further understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of this Developer's Allocation shall be subject to the other provisions of this Agreement, including non-delivery of possession to the prospective transferees thereof till such time possession of the Owners' Allocation is handed over to the Owners in terms hereof. The Developer shall however, at the request of the buyers/transferees of the Developer's Allocation, be entitled to make available to them the said buyers/transferees, their respective identification documents for the purpose of carrying out finishing work and interiors therein.

18.4 **Transfer of Developer's Allocation:** In consideration of and only after the Developer constituting and handing over the Owners' Allocation to the Owners in terms hereof, the Owners shall execute necessary Deeds of Conveyance in respect of the undivided share in the undivided property in favour of the proposed buyers/transferees of the Developer's Allocation in favour of the proposed buyers/transferees of the Developer's Allocation in such part or parts as shall or may be required by the Developer.

18.5 **Costs of Transfer:** The costs of such Deeds of Conveyance including the stamp duty and registration fees and all other legal fees and miscellaneous incidental costs, charges and expenses shall be borne and paid by the respective buyers/transferees.

19. MUNICIPAL TAXES AND OUTGOINGS:

19.1 **Taxes, Fee, Sanction of Building Plans:** All municipal rates, taxes and outgoings on the said property relating to the period prior to the date of making of the said property to the Developer for construction in terms hereof, shall be borne, paid and discharged by the Owners. It is made specifically understood that rates outstanding up to such date shall remain the liability of the Owners and such dues shall be borne and paid by the Owners as and when called upon by any statutory authority of the Developer, without raising any objection thereto.

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19.2 **Taxes Post Sanction of Building Plans:** As from the date of the Owners' making public the said property to the Developer for construction in terms hereof, all taxes levied on the Owners' Allocation to the Owners in terms hereof. Developer alone shall be liable for payment of all such rates, taxes and levies.

19.3 **Taxes Post Completion:** As from the date of the Developer delivering possession of the Owners' Allocation to the Owners in terms hereof, the parties shall each be liable to pay and bear all such rates, taxes and levies payable in respect of their respective allocations, either wholly proportionately as the case may be.

20. **POSSESSION AND POST COMPLETION MAINTENANCE:**

20.1 **Notice of Completion:** As soon as the New Building's is/are completed, in terms of this agreement, the Developer shall give a written notice to the Owners to take inspection of the Owners' Allocation and after 15 (fifteen) days hereof shall give second notices to the Owners to take possession. In case of the Owners' Allocation being not found to be in order by the Owners upon inspection, the Developer shall rectify the same and second notice shall be issued to the Owners. The Owners shall take possession within 15 (fifteen) days from the date of receiving the said second notice and if the Owners do not take possession within 30 (thirty) days from the date of receiving the said second notice without assigning any valid reason or cause, it shall be deemed that the Developer has delivered possession to the Owners. The Owners shall however refund to the Developer, the entire amount of the said Security Deposit before taking actual Physical possession of the Owners' Allocation and after the Developer complying its obligations associated therewith, i.e. furnishing to the Owners a copy of the Architect's Certificate.

20.2 **Deemed Completion:** For the purpose of delivery of possession of the Owners' Allocation to the Owners, the New Building's shall be deemed to have been completed if the common parts, common areas, common portions and the common facilities and amenities are completed, and the New Building's is/are provided with electricity, water, internal drainage/ sewerage and lifts more fully and particularly described in the Second and Third Schedules hereunder written, and is/are certified by the Architect as ready for use, occupation and possession. This shall however not relieve the Developer of its obligation to obtain the Certificate of Completion from the Kolkata Municipal Corporation. The Developer and the Owners shall be entitled to withhold refund of a sum of Rs. 50,00,000/- (Rupees fifty lacs) only, until the time the developer obtains the said Completion Certificate.

20.3 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or deemed possession, whichever is earlier (hereinafter referred to as the "Possession Date"), the parties in respect of their respective flats/apartments and/or their respective buyers/transferees/purchasers of flats/apartments shall be liable to pay the respective Rates. The respective Rates of the rates and levies (hereinafter referred to as the "Rates") in respect of their respective Allocations. The respective buyers/transferees/purchasers of the sold flats/apartments shall also apply for and obtain mutation of his/hers/their names in the records of the Kolkata Municipal Corporation in respect of the flats/apartments owned, held, used, occupied and enjoyed by him/her/them.

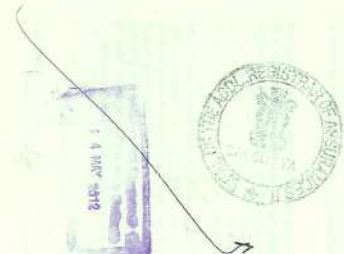
20.4 **Punctual Payment and Mutual Indemnity:** The parties shall punctually and equitably pay the rates of their respective Allocations. The parties shall also and jointly and severally be liable to pay the Rates and to indemnify the other party against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other. Till such time their

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respective allocations and/or the flats comprised therein are separately assessed for such Rates, the parties shall be liable for payment of the same proportionately.

20.5 **Maintenance In Charge:** The Developer and the Owners shall in consultation with each other frame a scheme for the management and administration of the New Buildings at the said property and/or the common parts thereof and the maintenance shall preferably be handed over to a professional agency appointed for the purpose. Each party herein and purchasers of their respective flats shall abide by all decisions taken by the Developer and the Owners for the management of the common affairs of the New Buildings. The Owners and the Developer shall be jointly and severally liable for the payment of such Maintenance In Charge and hereby give their consent to abide by the same which will similarly be honoured, followed and complied with by the transferee or the transferees of the Developer's Allocation and the Owners' Allocations.

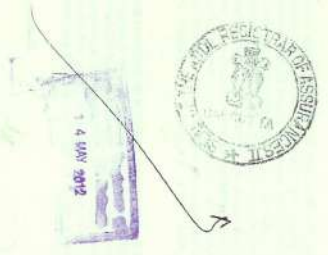
20.6 **Maintenance Charges:** The Developer and the Owners shall hand over the management and maintenance of the common portions and services of the New Buildings to a professional agency which shall collect the costs and service charges therefor, (hereinafter referred to as the "Maintenance Charges"). It is understood that the Maintenance Charges shall include the cost of the insurance of the New Buildings, water, electrical, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment.

21. **COMMON RESTRICTIONS:**

For the beneficial use and enjoyment of the Owners' Allocation but not otherwise, the Owners' Allocation in the New Buildings shall be subject to the common restrictions and conditions intended for the Developer's Allocation in the New Buildings intended for the common benefits of all occupiers of the New Buildings which shall include the following:

- 21.1 Neither party shall use or permit use of the Owners' or the Developer's Allocations in the New Buildings or any part or portion thereof for carrying on any commercial, obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the New Buildings.
- 21.2 Neither party shall demolish or permit demolition of any common wall or other structure in their respective Allocations or any part or portion thereof or make any structural alteration therein without the previous consent in writing of each other in this behalf.
- 21.3 Neither party shall transfer or permit transfer of their respective Allocations or any part or portion thereof unless:
 - (a) Such party shall have observed and performed all terms and conditions on their respective parts to be observed and/or performed.
 - (b) The proposed transferee shall have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/her/their possession.
- 21.4 Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations in respect of their respective Allocations.
- 21.5 The respective transferees of the Owners' and the Developer's Allocations shall

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keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appliances and floor and ceiling etc., in the New Buildings in good and repair and shall be liable in particular so as not to cause any damage to the New Buildings or part thereof or to the other occupiers of the New Buildings and shall keep each other and/or the other occupiers of the New Buildings indemnified from and against the consequences of any breach.

21.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the New Buildings or any part thereof and both the Owners and the Developer shall keep each other and the other occupiers of the New Buildings harmless and indemnified from and against the consequences of any breach.

21.7 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Buildings or in the compounds, corridors or any other portion or portions of the New Buildings.

21.8 No goods or other items shall be kept by the Owners or the Developer for display or otherwise in the corridors or other places of common use in the New Buildings and no insurance shall be caused in any manner in the New Buildings or in the compounds and other places of common use in the New Buildings and in case any such hindrance is caused, the Developer and the Owners shall be entitled to remove the same at the risk and cost of the defaulting party.

21.9 The Owners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times with sufficient prior written notice to enter into and upon the Owners' Allocation and every part thereof for the purpose of inspecting, repairing, maintaining, re-building, cleaning, painting, or for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition any common facility and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purpose, until formation of the association and after that to the association.

21.10 The documents for transfer including Agreements for Sale in respect of flats/apartments and Deeds of Conveyance shall be prepared and finalised by the Developer's Solicitors and Advocates and shall contain similar provisions as set out in the Deeds of Conveyance and shall be ready for transfer to transferees purchasing any portion in the New Buildings, 50% of such legal fees shall be paid at the time of Agreement for Sale and the balance 50% shall be paid at the time of possession or approval of the Deed of Conveyance, whichever is earlier.

22. OWNERS' OBLIGATIONS:

22.1 **Documentation and Information:** The Owners undertake to provide the Developer with access and all documentation and information relating to the said property as may be reasonably required by the Developer from time to time related to development of the said Property.

22.2 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed, matter, or thing whereby the Developer may be obstructed or prevented from discharging its functions or taking any steps under this Agreement, so long as the Developer is not in default or breach of its obligations herein.

22.3 **No Obstruction in Construction:** The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance or do any act, deed,

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matter, or thing whereby the Developer shall or may be prevented from erecting and constructing the New Buildings at the said property, subject to the Developer complying with the conditions of this Agreement, and in particular upon making over to the Owners, the Owners' Allocation.

22.4 **Not Create any Encumbrance:** The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage, transfer, alienate and/or charge the said property or any part or portion thereof, without the consent in writing of the Developer during the period of subsistence of this Agreement.

22.5 **Co-operation by the Owners with the Developer:** The Owners undertake to co-operate with the Developer for development of the said property and shall include in any activities which may be detrimental to the development of the said property and/or may affect the mutual interest of the parties. The Owners shall provide necessary co-operation that may be necessary for successful completion of the Project, so long the Developer is not in default or breach of its obligations herein.

22.6 **Execution of Deeds:** The Owners hereby agree and assure the Developer that it shall execute and forward to the Developer all necessary documents, papers and applications and shall after receiving physical possession of the said property, execute, sign, seal and register the Deeds of Conveyance or Conveyances and/or transfers in favour of the Developer or its nominee or nominees and shall not be entitled to claim any further consideration for executing the Deed/s of Conveyance or Conveyances as the case may be, subject to the terms and conditions as contemplated in this Agreement and the Developer not being in default or breach of its obligations herein.

22.7 **Adherence by Owners:** The Owners have assumed the Developer that they shall adhere to the Agreement and comply with its terms and conditions. If the Developer is not in default or breach of its obligations herein. Similarly, the Developer has assured the Owners that they shall adhere to this Agreement and comply with its terms and conditions.

22.8 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer so that the Project can be successfully completed.

22.9 **Right to Enjoy:** The Owners hereby undertake that the Developer and/or its nominee or nominees shall be entitled to the Developer's Allocation and shall enjoy the said Allocation without any interference and/or disturbance provided the Developer performs and fulfils all the terms conditions and obligations herein contained and on its part to be observed and performed and in particular makes over physical possession of the Owners' Allocation to the Owners in terms hereof.

22.10 **Assignment:** This agreement or the benefits or obligations of the Owners hereunder shall be assignable by the Owners upon receipt of possession of the Owners' Allocation by the Owners from the Developer.

23. **DEVELOPER'S OBLIGATIONS:**

23.1 **Planning, Designing and Development:** The Developer at its own costs shall be responsible for planning, designing and development of the New Building/s with the help of the Architects, Engineers, professional bodies, contractors, etc.

23.2 **Sanction for Construction:** Subject to the specific responsibilities mentioned in this Agreement, it shall be the responsibility of the Developer to obtain all necessary approvals and sanction for the Building Plan from the Kolkata Municipal Corporation (KMC) and any subsequent permission that may be required to execute the Project. The expenses to be incurred for obtaining all such

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approvals sanctions and permissions shall (unless otherwise provided for in this Agreement) be borne by the Developer.

23.3 **Specifications:** The Developer shall use high quality building materials as provided in plush multistoried residential buildings in posh localities in the city of Kolkata. The specifications shall be as more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written

23.4 **Commencement of the Project:** The development of the said property shall commence as per the specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Kolkata Municipal Corporation (KMC) and other concerned authorities.

23.5 **Construction at the Developer's Cost:** The Developer shall construct the New Building/s at its own costs, charges and responsibilities.

23.6 **Completion of Development within the Scheduled Completion Date:** Subject to Force Majeure, the Developer shall complete the entire process of development of the said property within the Scheduled Completion Date.

23.7 **Assignment:** This agreement or the benefits or obligations of the Developer hereunder are neither transferable nor assignable by the Developer.

23.8 **Compliance with Law:** The Developer hereby agrees and covenants with the Owners to comply with the provisions of all laws applicable to construction of the New Buildings.

24. INDEMNITY:

24-1 **By the Developer:** The Developer hereby indemnifies and undertakes to keep the Owners free harmless and indemnified of from and against all third party claims, actions, losses and damages arising out of or caused by or suffered on account of any act, omission, breach, default or negligence of the Developer its agents, architects, contractors, labourers etc. and/or any person or persons working in the said property or engaged in the execution of the said development work or in course of or relating to the construction of the New Building/s for a period of 12 (twelve) months from the date of completion of construction.

24-2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer harmless and indemnified of from and against all third party claims, actions, losses and damages arising out of or caused by or suffered on account of any act, omission, breach, default or negligence of the Developer in the course of implementing the Project due to any breach or default by the Owners of its obligations herein, including those resulting from any defect or deficiency in the title of the said property or from any of the representations of the Owners being incorrect or from any act or omission of the Owners during sanction and construction or from any breach or violation by the Owners.

25. CORPORATE WARRANTIES:

25-1 **By the Developer:** The Developer warrants to the Owners that:

25.1.1 **Proper Incorporation:** The Developer is properly incorporated under the laws of India.

25.1.2 **Necessary Capacity:** The Developer has necessary capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

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25.1.3 Permitted by the Memorandum and Articles of Association: The Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

25.1.4 Board Authorization: The Board of Directors of the Developer has authorized the signatory to sign and execute this Agreement.

25.2 By the Owners: The Owners warrant, represent and undertake to the Developer that:

25.2.1 Proper incorporation: The Owners are properly incorporated under the laws of India.

25.2.2 Necessary Capacity: The Owners have the necessary capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, are not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing their obligations under this Agreement.

25.2.3 Permitted by the Memorandum and Articles of Association: The Memoranda and Articles of Association of the Owners permit the Owners to undertake the activities covered by this Agreement.

25.2.4 Board Authorization: The respective Boards of Directors of the Owners have authorized the signatories to sign and execute this Agreement. The respective Boards of the Owners have further authorized Sri Ajay Prakash Jhurjhwala for the day to day dealing with the Developer and/or in connection with the development of the said property and shall represent all the owners, to which all the Owners hereby consent and give their mandate.

25.2.5 Single Entity: The Owners shall constitute and form a single entity for the purposes of this Agreement and any dispute or difference of opinion arising amongst the Owners with regard to any matter whatsoever shall not in any way frustrate this Agreement and the Owners shall not be entitled to put up any defence and/or take such pleas.

25.3 Warranties Independent: Each of the warranties, covenants, indemnities and undertakings set out in this Agreement is separate and independent.

26. LIMITATION OF LIABILITY:

No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

27. MISCELLANEOUS:

27.1 Developer to Collect Additional Payments & Deposits: The Developer shall be entitled to collect in respect of the development of the said property, all charges, expenses and deposits, including but not limited to, stamp duty, registration charges, common expenses, municipal taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, legal fees, additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/completion under the Building Rules save and except one penthouse as mentioned in Clause 11.4.1.

27.2 Essence of the Contract: The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

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27.3 **Valid Receipts:** The Owners shall pass valid receipts for all amounts paid under this Agreement.

27.4 **No Transfer of Title:** No transfer of property or interest therein is being made by this Agreement.

27.5 **No Implied Waiver:** Any delay, failure, or forbearance in taking cognizance, or enforcing any rights under this Agreement, or issuing notice in respect of a default, not necessarily a continuing default, shall not acquiesce the aggrieved or the affected party from taking legal action in lieu of the default and shall not amount to an implied waiver of any such rights.

27.6 **Further Acts:** The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

27.7 **Name of New Buildings:** The name of the New Building's shall be decided by the Owners and the Developer and the same shall be branded and marketed as may be decided and thought fit by the Developer and the Owners in consultation with each other.

27.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the said property in terms of this Agreement.

27.9 **Incidence of Service Tax:** Each of the parties hereto shall be liable to pay the service tax and cess thereon as applicable, in respect of their respective allocations. If for any reason whatsoever, either party is made liable to pay such service tax and cess, the other party shall reimburse such party to the extent of the amount paid on behalf of the other party.

28. FORCE MAJEURE:

28.1 The Agreement is subject to standard Force Majeure conditions as set out hereunder:

Act of God, act of public enemy, blockade, bomb blast, bomb threat, destruction of such water of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, governmental requisition, insurrection, labour disturbance, riot or requisition, hurricane, tornado, inability to act due to government action or order of any court or tribunal etc, lockout, natural or artificial disaster, pest, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war.

28.2 **Saving Due to Force Majeure:** If either party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, that party shall inform the other party specifying the nature and extent of the event constituting Force Majeure and shall be relieved of its obligations subject to such information. The party so affected shall have no liability in respect of the performance of the obligations as are prevented by the events of Force Majeure during the continuance thereof, and for such time after the cessation, as is necessary for that party, using all reasonable endeavours, 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 party shall be deemed to have defaulted in the performance of its obligations under this Agreement if prevented in performing the same by reason of 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.

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28.3 **Reasonable Endeavours:** The party claiming to be prevented or delayed in the performance of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to mitigate the impact of the event and to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

29. **CONFIDENTIALITY:**

29.1 **Confidential Information:** Confidential Information shall mean and include all information, in any form, and other information relating to (whether directly or indirectly) the business, the operations, the processes, the procedures, the methods, the techniques, the know-how, the trade secrets, the processes of this Agreement) and in whatever form, which is acquired by or disclosed to the other party pursuant to this Agreement.

29.2 **Handling of Confidential Information:** In consideration of the 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.

29.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

29.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not 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.

29.2.3 **No Third Party Disclosure:** 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.

29.2.4 **No Copying:** 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).

29.2.5 **Acting on Instruction of Disclosing Party:** upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at 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.

30. **ENTIRE AGREEMENT:**

Supersession: This Agreement constitutes the entire agreement between the parties and revokes and supercedes all previous discussions, correspondence and agreements between the parties, oral or implied.

31. **COUNTERPARTS:**

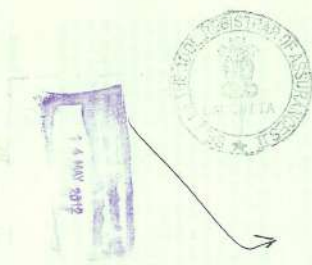
All Originals: This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and Agreement between the parties.

32. **SEVERABILITY:**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall survive and remain in full force and effect.

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32.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body to be invalid or unenforceable, the remainder of this Agreement shall survive such invalidity or unenforceability, shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

32.3 **Reasonable Endeavour for Substitution:** The parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

33. **RESERVATION OF RIGHTS:**

33.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such party.

33.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any party at any time releases, permits or excuses the performance of this Agreement and shall not affect, diminish or prejudice the right of such party to require performance of that provision.

33.3 **No Waiver:** Any waiver or acquiescence by any party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right, under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

33.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion. No omission or delay on the part of either party to require due and punctual performance of any obligation by the other party shall constitute a waiver of such obligation of the other party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such party may otherwise have in law or in equity.

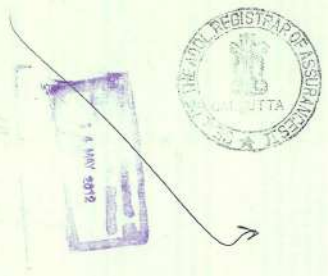
34. **AMENDMENT/MODIFICATION:**

Express Documentation: 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 both the parties and expressly referring to the relevant provision of this Agreement.

35. **NOTICE:**

35.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post, with

Handwritten initials and a signature, with the word "Contid..." written to the right.



acknowledgment 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 in writing by each party from time to time).

35.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

35.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

35.2.2 **Registered Post:** 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/service provider.

35.2.3 **Facsimile:** 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.

35.3 **Proof of Service:** 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 courier service, that the document was handed over to the postal authorities and delivered to the postal authorities/service provider 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.

35.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by e-mail or any other form of communication.

36. **ARBITRATION:**

36.1 **Disputes and Pre-referral Efforts:** The parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement and/or the said property or determination of any liability either during the subsistence of this Agreement or after expiry thereof, to the extent collectively referred to as the "Disputes", jointly or separately, by the undersigned and Mr. Harish Singhania representing the Developer, shall use their reasonable endeavours to consult or negotiate with the other party in good faith and in recognizing the parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both parties.

36.2 **Referral to Arbitration:** If the parties hereto fail to settle the disputes and differences by negotiation within a period of 30 (thirty) days from the date on which such negotiations commenced, the Disputes shall be referred to and referred to arbitration by an Arbitration Tribunal formed in accordance with the Arbitration and Conciliation Act 1996, as amended up to the date hereof or any other statutory modification or enactment for the time being thereto in force.

The Arbitrator shall have summary powers and the Arbitration Tribunal shall be entitled to give interim awards/ directions regarding the disputes. The directions and interim/ final award of the Arbitration Tribunal shall be binding on the parties.

It is hereby expressly agreed that in the event of the disputes being referred to arbitration the work of construction will carry on and shall not be stopped.

37. **JURISDICTION:**

Co-vid...

(Handwritten signatures and initials)



Court: In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have the exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings arising out of this Development Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

"SAID PROPERTY"

ALL THAT the message, tenement or dwelling house **TOGETHER WITH** the piece or parcel of land containing an area of 33 (thirty three) acres, 7 (seven) bighas and 25 (twenty five) sq. ft., equivalent to 2240 sq. mt./24102.40 sq. mt. or the same a little more or less, whereon or on part whereof the same is erected, situated being municipal premises No. 2, Janaki Shah Road, Police Station Hastings, Kolkata - 700 022

OR HOWSOEVER OTHERWISE the same are is was or were heretofore built/bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

"COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES"

- a) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- b) Lifts, lift machinery and lift pits.
- c) Common drains, sewers and pipes.
- d) Common water reservoirs, water tanks, water pipes (save those inside any Flat) and deep tubewell (if any, allowed by the Municipal Corporation) appurtenant to the Building.
- e) Wires and accessories for lighting of Common Areas of the Building.
- f) Pumps and motors.
- g) Fire fighting equipment in the Building.
- h) Intercom system.
- i) Lawn landscaped area.
- j) Caretaker Room, Darwan Room/Gumti.
- k) Common Roof.
- l) Car Porch Area.
- m) Space for Generator installation, Electrical installation and Meter Room.
- n) Community Hall / Health Club.

THE THIRD SCHEDULE ABOVE REFERRED TO:

"GENERAL SPECIFICATIONS"

Structure:	RCC main structure as per Architect's plan and super structure of the saleable floors with unfinished raw floor and ceiling as per Architect's plan.
Walls:	Walls having conventional brickwork with openings for passage, doors, windows, etc.
Doors:	Doors frames made of Teak Wood/limber. Main door with

Contd. ...



Windows:	both side polished finish and night latch. Windows having fully glazed aluminum windows.
Water Supply:	from the drinking water supply of the KMC supported by water from the in-house deep tube well (if approved) to the toilets and kitchen.
Common lighting:	adequate illumination in common area and passages.
Ground lobby:	Common Lobby & Staircase - superior quality flooring & finishing.
Lifts:	Two high speed automatic lifts servicing every floor. (Preferred brands Mitsubishi, OTIS or equivalent)
Car Park:	Provision for car parking in ground floor level at extra cost.
Security:	High tech Close Circuit TV.
Generator:	Standby generator for common areas, services and flats (adequate to pre-decided load for each unit).
Fire safety:	State of the art fire fighting equipment and extinguishers.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS FOR PEYHOUSE BELONGING TO THE OWNERS

Internal Walls	Plaster of Paris finish
Flooring	Bedroom/ Living/ Dining Room: Italian/ imported marble (Rs. 300/- per sq. ft.)
Toilet:	Flooring: Italian imported marble Walls: Ceramic/ stone/ granite ceiling height Sanitaryware: Single CP fittings of reputed brand with white off white porcelain fittings
Kitchen:	Flooring: Anti skid tiles Granite counter top Walls: Dado of ceramic/ vitrified tiles upto 2' height above counter
Electricals:	Concealed copper wiring with modular switches of reputed brand Provision for AC, TV and telephone points in all bed rooms, living rooms, dining room
Hardware:	Provision for drawer in all toilets Good quality brass fittings
Other:	All other specifications as per third schedule

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

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 1, MS KRYPTON AGENCIES PRIVATE LIMITED, by its Director, Sri Ajay Prakash Jhumhurnwala, pursuant to the Board Resolution dated 11th May 2012, at Kolkata in the presence of

1. *Sybilan Anula Aggarwal*
Off. From EXT BUSINES 472,
7 B, Pratima Street, Kol 71

2. *Harihar Sankar*

Contd...



1.

2.

SIGNED, SEALED AND DELIVERED on behalf of the OWNER NO. 2, MIS TASU ESTATE PRIVATE LIMITED, by its Director, Sri Purnmy Gupta, pursuant to the Board Resolution dated 11.11.2012, at Kolkata in the presence of:

1. *Siyam Sarda Agawal*

2. *Hemida Sarda*
101, Resden Street
Kolkata-17.

TASU ESTATE PVT. LTD.
Purnmy Gupta
Director

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 3, MIS SYNCOX TRADERS PRIVATE LIMITED, by its Director, Sri Purnmy Gupta, pursuant to the Board Resolution dated 11.11.2012, at Kolkata in the presence of:

1. *Siyam Sarda Agawal*

2. *Hemida Sarda*

SYNCOX TRADERS PVT. LTD.
Purnmy Gupta
Director

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 4, MIS CORONATION COMMERCE PRIVATE LIMITED, by its Director, Sri Ajay Prakash Jhunjhunwala, pursuant to the Board Resolution dated 11.11.2012, at Kolkata in the presence of:

1. *Siyam Sarda Agawal*

2. *Hemida Sarda*

CORONATION COMMERCE PVT. LTD.
Ajay Prakash
Director

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 5, MIS PANCHANAN MERCANTILE PRIVATE LIMITED, by its Director, Sri Shree Prakash Jhunjhunwala, pursuant to the Board Resolution dated 11.11.2012, at Kolkata in the presence of:

Siyam Sarda Agawal

Hemida Sarda

PANCHANAN MERCANTILE PVT. LTD.
Shree Prakash
Director

Contd...



- 1.
- 2.

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 6, MIS SHEET HOME PROJECTS PRIVATE LIMITED, by its Director, Sri Shree Prakash Jhurjhumwala, pursuant to the Board Resolution dated 11th May 2012, at Kolkata in the presence of:


- 1. *Sreyas Sunder Aggarwal*
- 2. *Hemant Kumar*

SHEET HOME PROJECTS PVT. LTD.

 Director

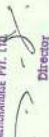
SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 7, MIS TRILOK COMMERCIAL PRIVATE LIMITED, by its Director, Sri Ajay Prakash Jhurjhumwala, pursuant to the Board Resolution dated 11th May 2012, at Kolkata in the presence of:

- 1. *Sreyas Sunder Aggarwal*
- 2. *Hemant Kumar*

TRILOK COMMERCIAL PVT. LTD.

 Director

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 8, MIS MULTITECH MERCHANDISE PRIVATE LIMITED, by its Director, Sri Ajay Prakash Jhurjhumwala, pursuant to the Board Resolution dated 11th May 2012, at Kolkata in the presence of:

- 1. *Sreyas Sunder Aggarwal*
- 2. *Hemant Kumar*

MULTITECH MERCHANDISE PVT. LTD.

 Director

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 9, MIS SATI DEVELOPMENT PRIVATE LIMITED, by its Director, Sri Ajay Prakash Jhurjhumwala,

Comid...

SATI DEVELOPMENT PVT. LTD.

 Director



pursuant to the Board Resolution dated 11th May 2012, at Kolkata in the presence of:

1. *Sayan Sankar Ghosal*
2. *Hemanta Sanyal*

SIGNED SEALED AND DELIVERED on behalf of the OWNER NO. 10, MIS JIWAN GOURI PROPERTIES PRIVATE LIMITED, by its Director, Sri Ajay Prakash Jhunjhunwala, pursuant to the Board Resolution dated 8th May 2012, at Kolkata in the presence of:

1. *Sayan Sankar Ghosal*
2. *Hemanta Sanyal*

[Signature]
JIVAN GOURI PROPERTIES PVT. LTD.
Director

SIGNED SEALED AND DELIVERED on behalf of the DEVELOPER, MIS PRUDENT COMMERCIAL PRIVATE LIMITED, by its Director, Sri Harish Singhania, pursuant to the Board Resolution dated 8th May 2012, at Kolkata in the presence of:

1. *Sayan Sankar Ghosal*
2. *Hemanta Sanyal*

[Signature]
For Prudent Commercial Pvt. Ltd.
Director

Done and signed by me:

[Signature]
Miyank Karkaria
(Miyank Karkaria)
Associate
17/2, Canal
Chowraha

Contd. ...



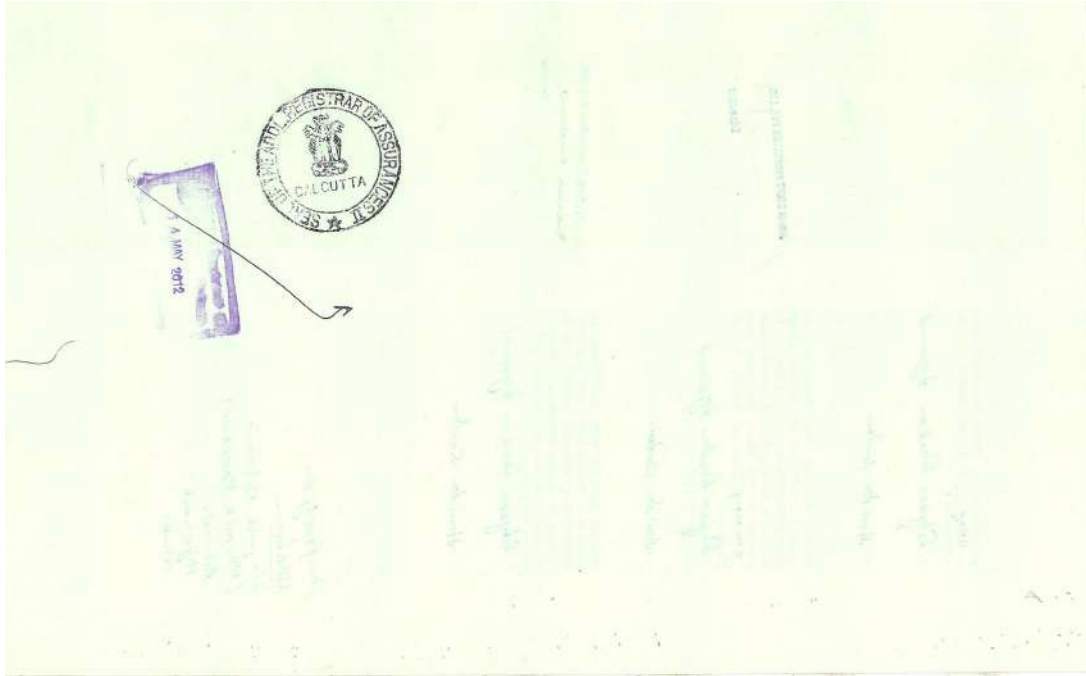
REGISTRAR OF COMPANIES
KOLKATA
OFFICE NO. 10, MARKET STREET
KOLKATA - 700019

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 5,00,00,000/- (Rupees five crores) only, being the total interest free refundable/adjustable security deposit, in terms of Clause 17.1, of this Development Agreement, as per the memo of consideration written herein below.

- | | |
|---|-----------------|
| 1. By Cheque No. 600259 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Kroyton Agencies Pvt. Ltd. | Rs. 37,50,000/- |
| 2. By Cheque No. 600260 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Tssu Estate Pvt. Ltd. | Rs. 37,50,000/- |
| 3. By Cheque No. 600254 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Syncox Traders Pvt. Ltd. | Rs. 37,50,000/- |
| 4. By Cheque No. 600258 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Coronation Commerce Pvt. Ltd. | Rs. 37,50,000/- |
| 5. By Cheque No. 600256 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Panchanan Mercantile Pvt. Ltd. | Rs. 37,50,000/- |
| 6. By Cheque No. 600257 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Sweet Home Projects Pvt. Ltd. | Rs. 37,50,000/- |
| 7. By Cheque No. 600253 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Trik Commercial Pvt. Ltd. | Rs. 37,50,000/- |
| 8. By Cheque No. 600255 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Multitech Merchandise Pvt. Ltd. | Rs. 37,50,000/- |
| 9. By Cheque No. 600251 dated 11 th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street | Rs. 37,50,000/- |

Contd...



Branch, Kolkata, in favour of M/s Sari Development Pvt. Ltd.

Rs. 1,00,00,000/-

10. By Cheque No. 600261 dated 11th May, 2012,
drawn on ING Vysya Bank Limited, Middleton Street
Branch, Kolkata, in favour of M/s Jivan Gouri Properties Pvt. Ltd.

Rs. 1,00,00,000/-

Rs. 5,00,00,000/-

(Rupees five crores) only.

WITNESSES:

1. *Syamprasad Agastya*
2. *Hemanta Sankar*

KRYPTON AGENCIES PVT. LTD.
Director

EDUCATION COMMERCIAL PVT. LTD.
Director

TRILOKI COMMERCIAL PVT. LTD.
Director

MULTITECH MERCHANDISE PVT. LTD.
Director

SATI DEVELOPMENT PVT. LTD.
Director

JIVAN GOURI PROPERTIES PVT. LTD.
Director

ANUSHAWAN MEGACITY PVT. LTD.
Director

SWEET HOME PROJECTS PVT. LTD.
Director

TASU ESTATE PVT. LTD.
Director

ANGOKA TRADERS PVT. LTD.
Director

Contd...





SPECIMEN FORM FOR TEN FINGERPRINTS



[Signature]

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



[Signature]

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



[Signature]

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



[Signature]

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Certificate of Registration under section 69 and Rule 69.
Registered in Book- 1
Page No. 21
Page from 3773 to 3832
being No 05857 for the year 2012.



(Sant Kumar Das) 18-May-2012
ADDITIONAL REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - KOLKATA
West Bengal