

SL. NO.....137.....2013



## Notarial Certificate

To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal). Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper writings, 'A' are presented before me by the executant's.

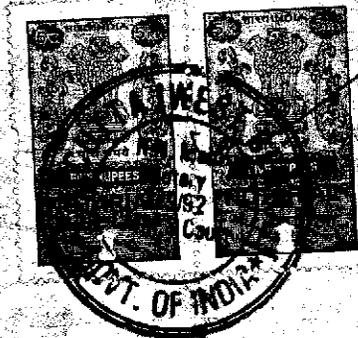
Director of "Leda Financial Services - Ltd." and others. at 3B, Lal Bazar - Street. 3rd Floor, Kolkata - 700 001.

R. N. MAITI  
Notary

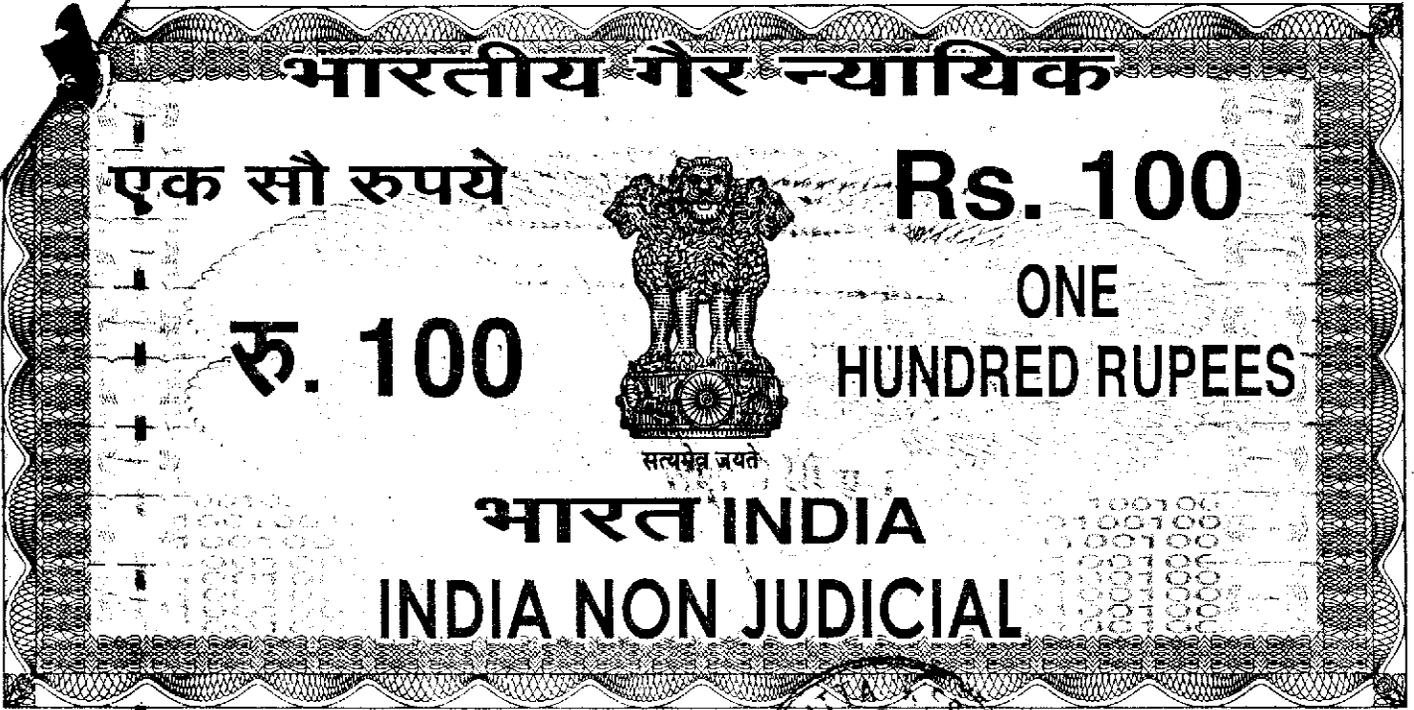
Regn. No. 379/92

hereinafter referred as the, executant's" on this the 18<sup>th</sup> day of February, in the year Two Thousand ~~thirteen~~ <sup>and sixteen</sup>. The "executant's" having admitted the execution of the Paper Writing "A" and being satisfied as to the identify of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHEREOF I, The said Notary, have hereunto subscribed my name and affixed my seal of office this 18<sup>th</sup> day of February 2013.

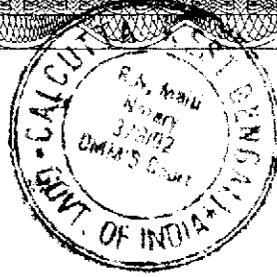


  
R. N. Maiti  
Notary 18.2.13  
Govt. Of India  
Regn. No. 379/92  
C.M.M'S Court, Bar Library  
3, Bankshall Street  
Kolkata - 700 001



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
GAN ENCLAVES PVT. LTD.

N 217052



**DEVELOPMENT AGREEMENT**

**-BETWEEN-**

**LEDO FINANCIAL SERVICES LIMITED & OTHERS**

**... OWNERS**

**AND**

**M/S. MODELLO VENTURES LLP**

**..... DEVELOPER/BUILDER**

GAN ENCLAVES PVT. LTD.

*Subrata Roy*

DIRECTOR

VEDIA TOWERS PVT. LTD.

*Subrata Roy*

AVIGHNA REALTORS PVT. LTD.

*Subrata Roy*

DIRECTOR

GAN ENCLAVES PVT. LTD.

*S. D. Kedia*

DIRECTOR

For ROSE RESIDENCY PVT. LTD.

For TAURUS OVERSEAS PVT. LTD.

*N.K.L. V. K. Choudhary*

Director

For LEDO FINANCIAL SERVICES LTD.

*Nirmit Lohia*

Director

For NIRMIT VINIMAY PVT. LTD.

For TAURUS RESIDENCE SERVICES PVT. LTD.

*M. Ghosh*

Director

*Rajiv 7.6*

Director

For GANPATI ASHIANA PVT. LTD.

For GANPATI ASHIANA PVT. LTD.

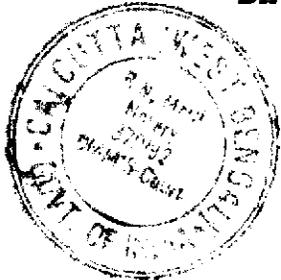
*Nirmit Lohia*

Director

For MODELLO VENTURES LLP

*Sunil Kedia*

Designated Partner



For KARAL... PVT. LTD.

*A.K. Mishra*

Director

*Sanjeev Tibrewal*

Director

*[Handwritten signatures and initials]*

133151.

Sl. No. ....

Name : Madella Ventures LLP

Address : 33A, S.K. Nehru Rd,

Kol-71

Rs. 100/-

Kolkata Collectorate,  
11, Netaji Subhas Rd., Anna Nagar, Saha  
Kolkata-1  
Licensed Chartered Accountant

Date ... 1.0 DEC 2012 Vendor.

For ROSE RESIDENCY PVT LTD.

Director

For ANNA NAGAR PVT LTD.

Director

For ANNA NAGAR FINANCIAL SERVICES LTD.

Director

For GANPATI ASHOKA PVT LTD.

Director

ANNEXURE-\*

AVIGHNA REALTORS PVT. LTD.  
*Subrata Roy*  
DIRECTOR

BHUPATI BUILDERS PVT. LTD.  
*Subrata Roy*  
DIRECTOR

NEVA CONSTRUCTION PVT. LTD.  
*Subrata Roy*  
DIRECTOR

SHUBAN ENCLAVES PVT. LTD.  
*S. D. Kedia*  
DIRECTOR

THIS DEVELOPMENT AGREEMENT made this 18<sup>th</sup> day of February, 2013 BETWEEN : (1) LEDO FINANCIAL SERVICES LIMITED, PAN No. AAACL4677M, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 3B, Lalbazar Street, 3<sup>rd</sup> Floor, Kolkata-700 001, (2) GANPATI ASHIANA PVT. LTD., PAN No. AACCG5389D a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 3B, Lalbazar Street, 3<sup>rd</sup> Floor, Kolkata-700 001, (3) ROSE RESIDENCY PVT. LTD., PAN No. AADCR2329F a Company incorporated under the Provisions of the Companies Act, For TAURUS OVERSEAS PVT. LTD.

For LEDO FINANCIAL SERVICES LTD.

*Monmit Lohia*  
Director

For GANPATI ASHIANA PVT. LTD.

*Monmit Lohia*  
Director

For ROSE RESIDENCY PVT. LTD.

*NKL*  
Director

For NIRMIT VINIMAY PVT. LTD.

*M Chosh*  
Director

For MODELLO VENTURES LLP

*Sumit Kedia*  
Designated Partner

*V. Kishor Das*

Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. h*

Director

SMIVANK PROPERTIES PVT. LTD.

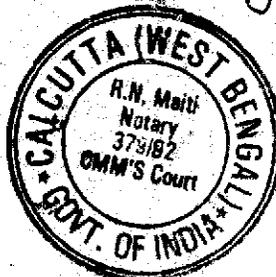
*S.K. Mahan*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director



*[Handwritten signatures]*

1956 and having its registered office at 3B, Lalbazar Street, 3<sup>rd</sup> Floor, Kolkata-700 001, (4) NIRMIT VINIMAY PVT. LTD., PAN No. AADDN2564P a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at 3B, Lalbazar Street, 3<sup>rd</sup> Floor, Kolkata-700 001, (5) M/S. AVIGHNA REALTORS PVT. LTD., PAN No. AAFCA6924P a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at Flat 12, Floor 9, 33A, Jawaharlal Nehru Road, Kolkata-700 071, (6) M/S. KEDIA TOWERS PVT. LTD., PAN No. AACCK7960Q a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at Flat 12, Floor 9, 33A, Jawaharlal Nehru Road, Kolkata-700 071, (7) M/S. SHUBAN ENCLAVES PVT. LTD., PAN No. AAJCS3873A a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at Flat 12, Floor 9, 33A, Jawaharlal Nehru Road, Kolkata-700 071, (8) M/S. BHUPATI BUILDERS PVT. LTD., PAN No. AACCB8453D a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at Flat 12, Floor 9, 33A, Jawaharlal Nehru Road, Kolkata-700 071, (9) JYOTI

AVIGHNA REALTORS PVT. LTD.  
Subrajit Roy  
DIRECTOR

BHUPATI BUILDERS PVT. LTD.  
Subrajit Roy  
DIRECTOR

KEDIA TOWERS PVT. LTD.  
Subrajit Roy  
DIRECTOR

SHUBAN ENCLAVES PVT. LTD.  
S.D. Kedia  
DIRECTOR

For LEDO FINANCIAL SERVICES LTD.  
Nirmal Lohia  
Director

For GANPATI ASHIANA PVT. LTD.  
Nirmal Lohia  
Director

For ROSE RESIDENCY PVT. LTD.  
NKLL  
Director

For NIRMIT VINIMAY PVT. LTD.  
M. Ghosh  
Director

For MODELLO VENTURES LLP  
Sunil Kedia  
Designated Partner

For TAURUS OVERSEAS PVT. LTD.  
V. Keshav  
Director

For TAURUS ESTATE SERVICES PVT. LTD.  
Rajiv  
Director

SHIVANK PROPERTIES PVT. LTD.  
A.K. Mishra  
Director

For KARAN HOMES PVT. LTD.  
Sanjeev Tibrewal  
Director



*[Handwritten signatures and initials]*

ANNEXURE-7

SHUBAN ENCLAVES PVT. LTD. *S.D. Kedia* DIRECTOR

KEDIA TOWERS PVT. LTD. *Sabrali Roy* DIRECTOR

BHUPATI BUILDERS PVT. LTD. *Sabrali Roy* DIRECTOR

AVIGHNA REALTORS PVT. LTD. *Sabrali Roy* DIRECTOR

PRAKASH MASKARA, PAN No. AENPM3849L (10) PRAMOD KUMAR MASKARA, PAN No. AFAPM5098K both Sons of Late Jagdish Prasad Maskara, (11) DHIRAJ MASKARA, PAN No. ADQPM9615E, Son of Sri Pramod Kumar Maskara, all presently residing at P. O. Sahjanwa, District- Gorakhpur, Pin-273209, U. P., (12) ALOK KUMAR MASKARA, PAN No. AENPM3874M, Son of Late Jagdish Prasad Maskara of 2, Narendra Chandra Datta Sarani, (6<sup>th</sup> Floor, Unit-II), Kolkata-700 001, (13) TAURUS OVERSEAS PVT. LTD., PAN No. AACCT0283B a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at 1, Sarojini Naidu Sarani, 5<sup>th</sup> Floor, Room No.505, Kolkata-700 017, (14) TAURUS ESTATE SERVICES PVT. LTD., PAN No. AABCT7060K a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at 1, Sarojini Naidu Sarani, 5<sup>th</sup> Floor, Room No.505, Kolkata-700 017, (15) SHIVANK PROPERTIES PVT. LTD., PAN No. AAJCS7269K, a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at 1, Sarojini Naidu Sarani, 5<sup>th</sup> Floor, Room No.505, Kolkata-700 017, (16) KARAN HOMES PVT.

For LEDO FINANCIAL SERVICES LTD.  
*Harmit Kohia*  
Director

For TAURUS OVERSEAS PVT. LTD.  
*V. Kosh Tibrewal*  
Director

For GANPATI ASHIANA PVT. LTD.  
*Harmit Kohia*  
Director

For TAURUS ESTATE SERVICES PVT. LTD.  
*Rajiv T. K.*  
Director

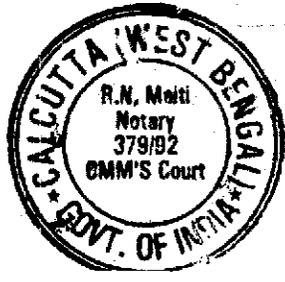
For ROSE RESIDENCY PVT. LTD.  
*N.K.L.*  
Director

SHIVANK PROPERTIES PVT. LTD.  
*A.K. Mishra*  
Director

For NIRMIT VINIMAY PVT. LTD.  
*M. Ghosh*  
Director

For KARAN HOMES PVT. LTD.  
*Sanjeev Tibrewal*  
Director

For MODELLO VENTURES LLP  
*Sunil Kedia*  
Designated Partner



*[Handwritten signatures and initials]*

LTD., PAN No. AACCK7683G, a Company incorporated under the Provisions of the Companies Act, 1956 and having its registered office at 1, Sarojini Naidu Sarani, 5<sup>th</sup> Floor, Room No.505, Kolkata-700 017 hereinafter Collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**

-AND-

**M/S. MODELLO VENTURES LLP**, PAN No. AAWFM0549G, a Limited Liability Partnership incorporated under the Provisions of the Limited Liability Partnership Act, 2008 and having its Registered Office at Flat 12, Floor 9, 33A, Jawaharlal Nehru Road, Kolkata-700 071 hereinafter referred to as the **DEVELOPER/BUILDER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns) of the **OTHER PART**.

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD.  
 S. D. Kedia Subrata Roy Subrata Roy  
 DIRECTOR DIRECTOR DIRECTOR

For LEDO FINANCIAL SERVICES LTD.

*Nirmal Kedia*

Director

For GANPATI ASHIANA PVT. LTD.

*Nirmal Kedia*

Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*

Director

For NIRMIT VINIMAY PVT. LTD.

*M. Ghosh*

Director

For TAURUS OVERSEAS PVT. LTD.

*Vishal Tewari*

Director

For TAUBAS ESTATE SERVICES PVT. LTD.

*Rajiv T. K.*

Director

SHIVANK PROPERTIES PVT. LTD.

*A. K. Mishra*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director

For MODELLO VENTURES LLP

*Smriti Kedia*

Designated Partner



*[Handwritten signatures]*

**WHEREAS :**

A) By a Registered Deed of Conveyance dated 13<sup>th</sup> August, 2006 registered with the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1, Pages 1 to 48, Being No.12097, for the year 2006, the Owners herein for the consideration therein mentioned purchased from (1) **ABDUL KADER SARDAR**, (2) **ABDUL RASHID SARDAR**, (3) **ABDUL LATIF SARDAR**, (4) **ABDUL MANNAN SARDAR**, All Sons of Late Abdul Motaleb Sardar, all by Occupation- Business, (5) **DELJAN BIBI**, Wife of Late Abdul Motaleb Sardar, by occupation- Housewife, represented by her Constituted Attorney Abdul Kader Sardar all residing at North Kumrakhali, P. O. Narendrapur, P. S. Sonarpur, District 24-Parganas (South), Kolkata-700 103, (6) **SAHARA BANU** alias **SAHARA BANU BIBI**, Wife of Gulam Nabi Molla, by Occupation- Housewife, residing at Kathalberia, P. S. Canning, District South 24-Parganas, (7) **ASURA BIBI**, Wife of Mahijuddin Khan, by occupation- Housewife, residing at Bonhooghly, P. S. Sonarpur, District South 24-Parganas, (8) **NAZIRA BIBI**, Wife of Late Allauddin Molla, by occupation- Housewife, residing at 1/1, Rifle Road, presently North Kumrakhali, P. O. Narendrapur, P. S. Sonarpur,

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTY

S.D. Kedia

Subratil Ray

Subratil Ray

Subratil Ray

For **LEDO FINANCIAL SERVICES LTD.**

*Armit Lohia*

Director

For **GANPATI ASHIANA PVT. LTD.**

*Armit Lohia*

Director

For **ROSE RESIDENCY PVT. LTD.**

*NKLL*

Director

For **NIRMIT VINIMAY PVT. LTD.**

*M Ghosh*

Director

For **TAURUS OVERSEAS PVT. LTD.**

*V. Kosh...*

Director

For **TAURUS ESTATE SERVICES PVT. LTD.**

*Raj...*

Director

**SHIVANK PROPERTIES PVT. LTD.**

*A.K. M...*

Director

For **KARAN HOMES PVT. LTD.**

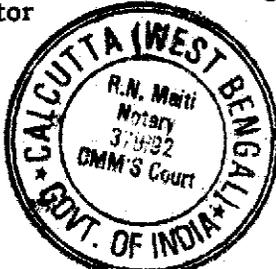
*Sanjeev Tibrewal*

Director

For **MODELLO VENTURES LLP**

*Smriti Kedia*

Designated Partner



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*[Handwritten signature]*

District 24-Parganas ALL THAT divided and demarcated piece and parcel of land admeasuring about 195 Decimal in Mouza- Kumrakhali, in Rajpur Sonarpur Municipality, P. S. Sonarpur, Sub-Registry – Sonarpur (previously Baruipur), District- 24-Parganas (South) comprising in Holding No.266 in Ward No.25 J. L. No.48, R. S. Khatian Nos. 345, 32, 214 and 216, R. S. Dag Nos.667, 664, 666, 675, 659, 674 and 665 details of the total land admeasuring about 195 decimal in various Dag Numbers as mentioned hereunder :

<u>R. S. Dag No.</u>	<u>L. R. Dag No.</u>	<u>Area</u>
667	700	52 Decimal
664	697	9 Decimal
666	699	12 Decimal
675	706	16 Decimal
659	692	8 Decimal
674	707	96 Decimal
665	698	<u>2 Decimal</u>
		Total 195 Decimals

hereinafter referred to as the "said Premises".

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.  
S. D. Kedia Subrata Roy Subrata Roy  
DIRECTOR DIRECTOR DIRECTOR

For LEDO FINANCIAL SERVICES LTD.

*Armit Lohia*

Director

For GANPATI ASHIANA PVT. LTD.

*Armit Lohia*

Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*

Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*

Director

For MODELLO VENTURES LLP

*Sumil Kedia*

Designated Partner

For TAURUS OVERSEAS PVT. LTD.

*V. Kohli*

Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. h*

Director

SHIVANK PROPERTIES PVT. LTD.

*A.K. Mishra*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director



*[Handwritten signatures and initials]*

ANNEXURE-\*

B) Since then the Owners herein are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the absolute Owners of the said Premises.

C) Owners have also got their names recorded in the record of rights with the Concerned Authorities. All municipal rates, taxes and surcharges till date has been paid by the owners and therein is no amount due towards the same.

D) Owners have got the said Premises converted for Housing Complex from D.L & LRO, South 24-Parganas.

E) The Developer/Builder has the required expertise and skill for development of Immovable property by constructing new Building/s and also has sufficient financial means for the purpose of development.

F) The Owners, being desirous of developing the said Premises by constructing new commercial/residential building/s thereat have

For LEDO FINANCIAL SERVICES LTD.

*Nirmal Lohia*  
Director

For GANPATI ASHIANA PVT. LTD.

*Nirmal Lohia*  
Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*  
Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*  
Director

For MODELLO VENTURES LLP

*Sumit Kedia*  
Designated Partner

For TAURUS OVERSEAS PVT. LTD.

*V. Rohit Choudhary*  
Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. Choudhary*  
Director

SHIVANK PROPERTIES PVT. LTD.

*A.K. Mishra*  
Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*  
Director



*[Handwritten signatures]*

AVIGHNA REALTORS PVT. LTD.  
*Subratil Roy*  
DIRECTOR

BHUPATI BUILDERS PVT. LTD.  
*Subratil Roy*  
DIRECTOR

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD.  
*S.D. Kedia*  
DIRECTOR

ANNEXURE-\*

entered into a Memorandum of Understanding dated 1<sup>st</sup> January, 2013 with the Developer/Builder herein.

G) In terms of the said Memorandum of Understanding, the Owners and Developer/Builder herein are executing this formal Development Agreement. The Memorandum of Understanding dated 1<sup>st</sup> January, 2013 accordingly shall stand cancelled and terminated.

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

ARTICLE-I (DEFINITION)

In this Agreement unless inconsistent with or repugnant to the subject or context :

- (i) "Advocate" shall mean Mr. Anil Chowdhury of 10, Old Post Office Street, Kolkata - 700 001 or any other person as may be appointed by the Developer/Builder from time to time.

For LEDO FINANCIAL SERVICES LTD.

*Armit Kohia*

Director

For TAURUS OVERSEAS PVT. LTD.

*V. Keshu Chandra*

Director

For GANPATI ASHIANA PVT. LTD.

*Armit Kohia*

Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. Chandra*

Director

For ROSE RESIDENCY PVT. LTD.

*N.K.L.L.*

Director

SHIVANK PROPERTIES PVT. LTD.

*A.K. Mahanta*

Director

For NIRMIT VINIMAY PVT. LTD.

*M. Ghosh*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director

For MODELLO VENTURES LLP

*Sunil Kedia*

Designated Partner



SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.

*S.D. Kedia* *Subrata Das* *Subrata Das* *Subrata Das*

DIRECTOR DIRECTOR DIRECTOR DIRECTOR

*[Handwritten signatures]*

ANNEXURE\*

- (ii) "Architect" shall mean M/s Agrawal & Agrawal Architects Pvt Ltd of 2/5 Sevok Baidya Street, 2<sup>nd</sup> floor, Kolkata – 700 029 or any other person as may be appointed by the Developer/Builder from time to time.
- (iii) "Structural Engineer" shall mean M/s. SPA Consultants of 53, Justice Chandra Madhav Road, Kolkata – 700 020 or any other person as may be appointed by the Developer/Builder from time to time.
- (iv) "Marketing Agent" shall mean M/s. N.K.Realtors Pvt Ltd of 9, Elgin Road, 4<sup>th</sup> floor, Kolkata – 700 020 or any other person as may be appointed by the Developer/Builder from time to time.
- (v) "Bank" shall mean the organization accepting for the purpose of lending or investment of deposits of money from the public, repayable on demand or otherwise, and withdrawable by cheque, draft, order or otherwise.
- (vi) "Building" shall mean residential / commercial Building or Buildings to be constructed at the said Premises as per the Building plan.

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.

S.D. Kedia Subrata Roy Subrata Roy Subrata Roy

DIRECTOR DIRECTOR DIRECTOR DIRECTOR

For LEDO FINANCIAL SERVICES LTD. *Abhimil Lohia* Director

For GANPATI ASHIANA PVT. LTD. *Abhimil Lohia* Director

For ROSE RESIDENCY PVT. LTD. *NIKLL* Director

For NIRMIT VINIMAY PVT. LTD. *M Ghosh* Director

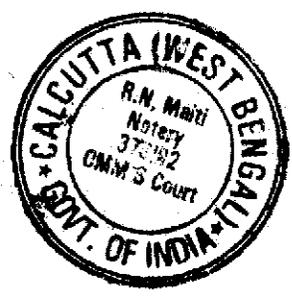
For Taurus Overseas Pvt. Ltd. *V. K. Ghosh* Director

For Taurus Estate Services Pvt. Ltd. *Rajiv T. Ghosh* Director

SHIVANK PROPERTIES PVT. LTD. *A.K. Mahanta* Director

For Karan Homes Pvt. Ltd. *Sanjeev Tibrewal* Director

For MODELLO VENTURES LLP  
*Sumil Kedia*  
Designated Partner



*[Handwritten signatures]*

ANNEXURE-7

(vii) "Building Plan" shall mean the plan sanctioned by Rajpur Sonarpur Municipality being plan no 2179\CB\27\45 dated 14/02/2013 and all amendments and /or modifications thereto..

(viii) "Common Area" shall include corridors, stairways, landings, lobbies, entrances, exit/Gates, passage-ways, driveways, garden, pathways, lift, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, electric/generator/transformer/meter or other equipment room, common toilets, water tanks/reservoirs, pumps, motors, tube-wells, pipes, swimming pool, gymnasium, indoor game area, ladies and gents changing room with toilets etc, community hall, car ramps, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports and facilities whatsoever required for the use, enjoyment, establishments, locations, maintenance and/or management of the Building and/or Buildings and/or the common facilities or any of them as the case may be, provided, however, car parking space, both

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD. AVIGHNA  
S.D. Kedia DIRECTOR  
Subrata Roy DIRECTOR  
Subrata Roy DIRECTOR

For LEDO FINANCIAL SERVICES LTD.  
Nirmal Lohia  
Director

For GANPATI ASHIANA PVT. LTD.  
Nirmal Lohia  
Director

For ROSE RESIDENCY PVT. LTD.  
NKLL  
Director

For NIRMIT VINIMAY PVT. LTD.  
M Ghosh  
Director

For MODELLO VENTURES LLP  
Sunil Kedia  
Designated Partner

For TAURUS OVERSEAS PVT. LTD.  
V. Keshubendra  
Director

For TAURUS ESTATE SERVICES PVT. LTD.  
Rajiv T. K.  
Director

SHIVANK PROPERTIES PVT. LTD.  
A.K. Mahanta  
Director

For KARAN HOMES PVT. LTD.  
Sanjeev Tibrewal  
Director



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covered and open and Ultimate roof shall not form part of the common area.

- (ix) "Consultant" shall mean any civil and electrical Engineer, any person having expertise in plumbing, sanitary etc. for the purpose of development of the said Building.
- (x) "Constructed" shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per Sanction Plan.
- (xi) "Owners and Developer" shall include their respective transferees/ nominees.
- (xii) Owners' allocation shall mean diverse flats with open terrace, if any, and car parking spaces in the complex as identified and allocated and mentioned in schedule B hereunder written.
- (xiii) Developer's allocation shall mean entire commercial area, flat spaces with open terrace, if any, and car parking spaces in the complex other than Owners' allocation.

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 Armit Lohia  
 Director

For GANPATI ASHIANA PVT. LTD.  
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 V. Kishore Lal  
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 Raju T. h  
 Director

SEIVANK PROPERTIES PVT. LTD.  
 K. Mehera  
 Director

For KARAN HOMES PVT. LTD.  
 Sanjeev Tibrewal  
 Director

For MODELLO VENTURES LLP  
 Sumit Kedia  
 Designated Partner



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ANNEXURE-A

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 s-d kedia - Subrata Ray DIRECTOR

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(xiv) "Super Built Up Space" shall mean the aggregate area comprised in the space in the Buildings available for independent use and occupation together with the space required for corridors, lobbies, lift walls, staircases, electric generator, meter and care-taker rooms, water tanks swimming pool, gymnasium, indoor game area, ladies and gents changing room with toilets etc, community hall, car ramps and other common areas.

(xv) "Superstructures" shall mean foundation, basement, R.C.C. Columns, all slabs, beams, staircase, lift shafts, etc.

(xvi) "Transfer" with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of unit in a multi storied Building/s/s to purchasers thereof although the same may not amount to a transfer in law.

(xvii) "The Said Premises" shall mean ALL THAT divided and demarcated piece and parcel of land admeasuring about 195 Decimal in Mouza- Kumrakhali, in Rajpur Sonarpur Municipality, P. S. Sonarpur, Sub-Registry - Sonarpur

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 Nirmal Laha  
 Director

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 Nirmal Laha  
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 Sumit Kedia  
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(previously Baruipur), District- 24-Parganas (South) comprising in Holding No.266 in Ward No.25 J. L. No.48, R. S. Khatian Nos. 345, 32, 214 and 216, R. S. Dag Nos.667, 664, 666, 675, 659, 674 and 665 details of the total land admeasuring about 195 decimal in various Dag Numbers as mentioned hereunder :

<u>R. S. Dag No.</u>	<u>L. R. Dag No.</u>	<u>Area</u>
667	700	52 Decimal
664	697	9 Decimal
666	699	12 Decimal
675	706	16 Decimal
659	692	8 Decimal
674	707	96 Decimal
665	698	<u>2 Decimal</u>

Total 195 Decimals

more fully and particularly described in Schedule-A hereunder written.

(xviii) "Unit" shall mean the flat and/or other space/s in the Building or Buildings being constructed by the Developer/Builder and/or constructed area capable of being

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 DIRECTOR DIRECTOR DIRECTOR DIRECTOR

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*M. Ghosh*

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*Rajiv K. Chandra*

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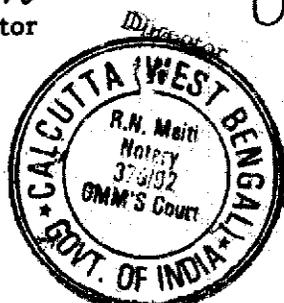
*A.K. Mishra*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director



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ANNEXURE-'A'

exclusively occupied and enjoyed independently including common area.

- (xix) Expressions imparting masculine shall include feminine and neuter gender.
- (xx) Words imparting plural number shall include singular number as well and vice-versa.
- (xxi) The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.

**ARTICLE-II - COMMENCEMENT**

This Agreement shall come into effect on execution of this Agreement.

**ARTICLE-III - RIGHT TITLE AND INDEMNITIES OF THE OWNERS**

- (i) The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the said Premises and every part thereof.

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 Sanjeev Tibrewal  
 Director

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 Designated Partner



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ANNEXURE-A

- (ii) That the entirety of the said Premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- (iii) The Owners agree to keep the Developer/Builder indemnified against any claim or demand in respect of the said Premises.
- (iv) That the Owners are in exclusive possession of the said Premises.
- (v) That the said Premises is not subject to any legal proceedings and/or order of acquisition or requisition nor any part of the said Premises is subject to Road alignment.

**ARTICLE-IV - CONSTRUCTION, CONSIDERATION AND SPACE**

**ALLOCATION**

- (i) In consideration of the Agreement and covenant herein contained on the part of the Developer/Builder to develop the said Premises by constructing at the said Premises Building or Buildings at its own costs and expenses in accordance

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 Director

For KARAN HOMES PVT. LTD.  
*Sanjeev Tibrewal*  
 Director



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with the sanctioned Building Plan and all other terms, conditions and covenants herein contained, the Owners shall subject to and in terms hereof grant license to the Developer/Builder and / or his men, servants and agents only for free ingress and egress to the said Premises for development of the said Premises by constructing buildings thereat. It is however made clear that actual physical possession of the said Premises shall always remain with the owners. The Developer/Builder shall never claim exclusive possession of the said Premises same being always with the owners and the Developer/Builder shall also not claim any right of any nature whatsoever on the said Premises other than the right to development of the said Premises and license for free ingress and egress from the said Premises for the development of the said Premises only.

(ii) The Developer/Builder shall at its own costs and expenses construct on the said Premises Building or Buildings on the

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*Sumit Kedia*  
 Designated Partner



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ANNEXURE-7

basis of the Building Plan and in consultation with the Owners, Architect and Structural Engineer.

- (iii) All costs, charges, expenses and outgoings for construction, erection and completion of the Building/Buildings with amenities and facilities as specified herein shall be borne and paid by the Developer/Builder without any claim for cost escalation.
- (iv) The Developer/Builder shall also bear all expenses for marketing, brokerage fees etc. for sale of the residential flats, commercial spaces, other spaces, open terrace and car parking spaces.
- (v) The Owners shall have the right to inspect and/or cause to be inspected at any time the material and/or the construction at the said Premises. The Developer/Builder shall furnish the certificate of the Architect as to the quality of material and construction being carried out at the said Premises in terms of this Agreement, to the Owners as and when required by the Owners.

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Subrata Roy

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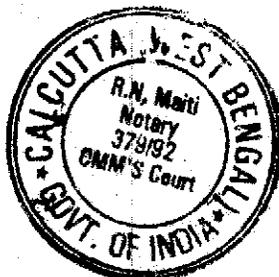
*A.K. Mishra*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director



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ANNEXURE\*

(vi) The Owners shall have exclusive right to transfer and / or otherwise deal with or dispose of their allocation as mentioned in schedule B hereunder written in the newly constructed Building/Buildings at the said Premises in such manner and on such terms and conditions as the Owners may deem fit and proper and the owners shall be entitled to the sale proceeds thereof in equal shares as mentioned in Article VI (ix).

(vii) The Developer/Builder shall have exclusive right to transfer and / or otherwise deal with or dispose of their allocation in the newly constructed Building/Buildings at the said Premises in such manner and on such terms and conditions as the Developer/Builder may deem fit and proper and shall be entitled to the sale proceeds thereof.

(viii) The Developer/Builder hereby undertakes to sign all agreements, documents, conveyances as Confirming Party for all sales.

(ix) The Developer/Builder by the consent of the Owners from time to time can appoint Consultant for the development of

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*Sanjeev Tibrewal*  
Director

For MODELLO VENTURES LLP

*Smriti Kedia*  
Designated Partner



*[Handwritten signatures]*

ANNEXURE-7

the said Premises at the fees, costs, charges and expenses to be paid by the Developer/Builder. The Developer/Builder shall keep the Owners harmless and indemnified against the same.

**ARTICLE V - OWNERS' OBLIGATION**

The Owners hereby agree and covenant with the Developer/Builder as follows:

- (a) Not to cause any interference or hindrance in the construction of the proposed Building/s at the said Premises by the Developer/Builder.
- (b) Not to do any act deed or thing whereby the Developer/Builder is prevented from selling, assigning or disposing of any portion of the Developer's/Builder's allocation in the Building/s.
- (c) To sign and apply for all deeds, papers and documents, applications and render all assistance as may be required by the Developer/Builder from time to time concerning the said Premises which are necessary for its development.

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Director

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M Ghosh  
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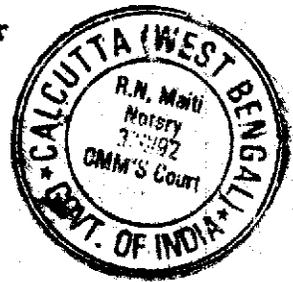
For MODELLO VENTURES LLP  
Sunil Kedia  
Designated Partner

For TAURUS OVERSEAS PVT. LTD.  
Vishu Tewari  
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A.K. Mishra  
Director

For KARAN HOMES PVT. LTD.  
Sanjeev Tibrewal  
Director



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ANNEXURE-\*

- (d) The Owners shall sign, execute and register all agreement for sale and conveyance of the Developer's allocation.

**ARTICLE VI – DEVELOPER’S/BUILDER’S OBLIGATION**

- (i) It shall be the obligation of the Developer/Builder to complete the constructions and erections of the Building/s within 48 months from the date hereof or within such period as may be extended by the Owners in writing at the request of the Developer/Builder at its own cost, charges and expenses.
- (ii) Not to transfer or assign the benefit of this Agreement without the consent in writing of the Owners.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the proposed Building.
- (iv) To comply with the provisions of all statutes, rules and regulations as are applicable in this connection.
- (v) Not to initiate any proceedings/litigation in the Court in exercise of the authority given to the Developer/Builder

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Subrata Roy

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 Director

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*Sanjeev Tibrewal*  
 Director



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ANNEXURE-\*

under these presents without the written consent of the Owners.

- (vi) To construct the Building/s at the said Premises in terms of the Building/s plan and/or its amendments and modifications.
- (vii) The Developer/Builder shall bear all costs, charges and expenses for advertising, Marketing and Liasoning with the Marketing Agent for sale of Unit/s for the Developer's allocation as well as of Owners' allocation.
- (viii) The Developer/Builder shall receive and collect the sale proceeds for sale of the Units of Developer's allocation and Owners' allocation. After receipt of the sale proceeds of the Unit/s of Owners' allocation, the Developer/Builder shall immediately distribute the sale proceeds to all the Owners equally. The Developer/Builder shall not use the said sale proceeds for any other purposes whatsoever. Provided however, all amounts other than consideration payable by the intending purchaser shall be received and adjusted by the Developer/ Builder and the Owners shall have no claim of any nature whatsoever.

For TAURUS OVERSEAS PVT. LTD.

*V. Chandra*

Director

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*Nirmit Lohia*

Director

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*Raj T. Chandra*

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*Nirmit Lohia*

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*S.D. Kedia*  
*Subraty Ray*  
DIRECTOR

*Subraty Ray*  
DIRECTOR

ANNEXURE-\*

- (ix) The Developer/Builder shall open a separate Bank Account with any Bank for collection of amounts and distributing the sale proceeds as per Article-VI (viii).

**ARTICLE VII - CONSTRUCTION**

- (i) The Developer/Builder shall at their own cost and expenses and without creating any financial or other liability on the Owners and/or any charge on the said Premises construct the Building/s in accordance with the Building plan, subject to any amendment modification or variations to the said Building plan which may be agreed between the Owners and the Developer/Builder and approved by the appropriate authorities.
- (ii) The Building/s shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for the construction of the

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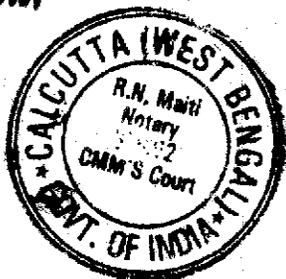
*A.K. Mishra*  
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*Sanjeev Tibrewal*  
Director

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*Sumit Kedia*  
Designated Partner



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ANNEXURE-7

Building/s shall be final, binding and conclusive on the Developer/Builder and the Owners.

(iii) The Developer/Builder shall comply with the requirements and requisitions of the concerned authority and other local authorities relating to the construction of the Building/s at the said Premises and shall obtain the necessary approval or approvals from the authorities concerned as and when required at its own cost and expenses. However no right in the said Premises shall pass on to the Developer/Builder. The Developer/Builder shall always be a Licensee in respect of ingress and egress to the said Premises.

(iv) The Developer/Builder shall provide amenities and fittings in the said Building/s as agreed between the parties herein.

(v) All costs, charges and expenses incidental to the construction of the Building/s including cost of materials, Architect's fees, Structural Engineers and consultants' fees,

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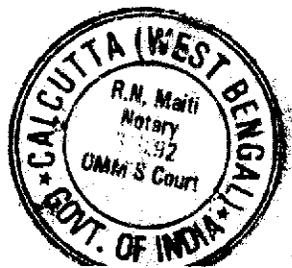
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Designated Partner



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ANNEXURE-\*

charges and expenses for modification, amendment and regularization of the Building Plan and all other expenses relating to development of the said Premises shall be borne, paid and discharged by the Developer/Builder and the Developer/Builder hereby agree to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims, and/or demands costs, expenses and losses whatsoever relating to or in respect of the same.

(vi) The Developer/Builder shall indemnify and shall always keep the Owners indemnified and harmless against :

(a) All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen, or other persons during construction and/or up to the completion of the Building/s including the common areas and facilities appertaining thereto in all respects. The Owners shall not be bound to defend any action filed in respect of

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*Rajiv T. h*  
Director

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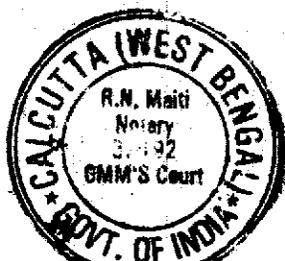
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*Sanjeev Tibrewal*  
Director

For MODELLO VENTURES LLP

*Sunil Kedia*  
Designated Partner



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DIRECTOR

Subrata Roy  
DIRECTOR

such injury brought under the Workmen's Compensation Act or any other laws.

- (b) Any lien or charge claimed or enforced against any material supplied in construction of Building/s on the said Premises by any supplier of such materials.
- (c) All action or proceedings which may be brought or taken against the Owners in respect of damage to the adjoining Building, land or neighbours by the Developer/Builder in the performance of carrying out of the work under this Agreement.
- (d) All acts, commissions, omissions, negligence and deviation in respect of the Building Plan with such modification as be approved by Rajpur Sonarpur Municipality and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the project.

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Subratin Ray  
DIRECTOR

BHUPATI BUILDERS PVT. LTD.  
Subratin Ray  
DIRECTOR

DIRECTOR  
Subratin Ray

SHUBAN ENCLAVES PVI. LTD.  
S. D. Kedia  
DIRECTOR

For LEDO FINANCIAL SERVICES LTD.

*Armit Lohia*  
Director

For GANPATI ASHANA PVT. LTD.

*Armit Lohia*  
Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*  
Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*  
Director

For TAURUS OVERSEAS PVT. LTD.

*V. Kishor Chandel*  
Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv K...*  
Director

SHIVANK PROPERTIES PVT. LTD.

*A. K. ...*  
Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*  
Director

For MODELLO VENTURES LLP

*Sumit Kedia*  
Designated Partner



*[Handwritten signatures]*

ANNEXURE-A

(vii) In case of any defect in construction of the Building/s or part thereof at the said Premises whether detected while the work is in progress or within 1 (one) year after completion, the Developer/Builder shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the Owners to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by the Developer/Builder. Provided however the Developer/Builder will not be responsible for the defects arising due to the lack of or inadequate maintenance of the same. Upon rectification, the Developer/Builder shall furnish a certificate of the Architect confirming removal of defects if so required by the Owners.

(viii) All Municipal rates, taxes and statutory outgoing in respect of the said Premises during the period of development and completion of the development in the said Premises shall be paid, borne and discharged by Developer/Builder and the Developer/Builder hereby agrees to keep the Owners

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Director

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*NKLL*  
Director

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*M Ghosh*  
Director

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*V. Keshub Das*

Director  
For TAURUS ESTATE SERVICES PVT. LTD.

*Raju T. K.*

Director

SHIVANK PROPERTIES PVT. LTD.

*A. K. Mishra*

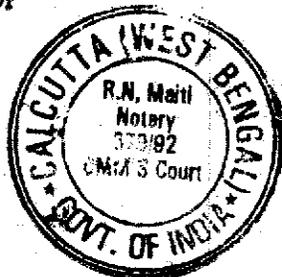
Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*  
Director

Director

*[Handwritten signatures]*



For MODELLO VENTURES LLP

*Sunil Kedia*

Designated Partner

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*S. D. Kedia* DIRECTOR  
*Subratin Ray* DIRECTOR  
*Subratin Ray* DIRECTOR  
*Subratin Ray* DIRECTOR

ANNEXURE

indemnified from and against all actions, suits, proceedings, demands, costs, expenses and charges, whatsoever or howsoever in respect thereof.

ARTICLE-VIII - PLANS/PERMISSIONS/APPROVALS

- (i) The Owners shall from time to time submit the plans to the Concerned Municipality and/or other appropriate government Authorities including authorities including authorities under the Urban Land (Ceiling & Regulation) Act, 1976 and any other body local authority or Government for sanction permission clearance or approval of the plans as may or shall be required for the construction of the Building/s on the said Premises and such alterations may be made in the Plan as may be required by the Government or such authority or authorities, at the cost, charges and expenses of the Developer/Builder.
- (ii) The Developer/Builder shall render to the Owners all assistance necessary to apply for and/or obtain all sanctions,

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AVIGHNA REALTORS PVT. LTD. Subralini Ray DIRECTOR

For MODELLO VENTURES LLP  
Sunil Kedia  
Designated Partner

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Nirmit Lohia  
Director

For GANPATI ASHIANA PVT. LTD.  
Nirmit Lohia  
Director

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NKLL  
Director

For NIRMIT VINIMAY PVT. LTD.  
M Ghosh  
Director

For TAURUS OVERSEAS PVT. LTD.  
V. Kishan Chandra  
Director

For TAURUS ESTATE SERVICES PVT. LTD.  
Rajiv T. K.  
Director

SHIVANK PROPERTIES PVT. LTD.  
A.K. Mishra  
Director

For KARAN HOMES PVT. LTD.  
Sanjeev Tibrewal  
Director



*[Handwritten signatures]*

ANNEXURE

permissions, clearance, approvals and to do all such acts, deeds and things necessary for construction of building/s at the said Premises at the cost, charges and expenses of the Developer/Builder.

- (iii) The Owners shall apply for and obtain all permissions and approvals as are required and necessary from such authority or authorities for development of the said Premises including commencement of construction at the cost, charges and expenses of the Developer/Builder.

ARTICLE-IX - MISCELLANEOUS

- (i) None of the parties hereto shall do or cause to be done any act, deed or thing whereby the progress of construction of the Building/s to be constructed at the said Premises shall be in any way hindered or affected and if any of the parties shall or cause to be done any such act deed or thing, then the party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to

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*Subrata Das*  
 DIRECTOR

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*Subrata Das*  
 DIRECTOR

SHUBAN ENCLAVES PVT. LTD.  
*S. D. Kedia*  
 DIRECTOR

For LEDO FINANCIAL SERVICES LTD.

*Nimit Lohia*

Director

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*Nimit Lohia*

Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*

Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*

Director

For MODELLO VENTURES LLP

*Sunid Kedia*

Designated Partner

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*V. Moh. Tibrewal*

Director

For TAURUS ESTATE SERVICES PVT. LTD

*Rajiv T. h*

Director

SHIVANK PROPERTIES PVT. LTD.

*A. K. Mishra*

Director

For KARAN HOMES PVT. LTD

*Sanjeev Tibrewal*

Director



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ANNEXURE

compensate the other party for all losses and damages suffered by such other party.

- (ii) At no point of time the relationship between the Owners and Developer/Builder be construed to be that of principal and Agents. The relationship between the owner and the Developer/Builder shall be of Principal to Principal.
- (iii) This Agreement authorizes the Developer/Builder only to develop the said Premises by constructing new building/s at the said Premises. The Developer/Builder shall, however, be entitled to borrow money from any Bank or Banks/Financial Institutions without creating in any manner any liability on the Owners or any charge or interest on the said Premises and it being expressly agreed and understood that in no event the Owners nor any of their estate nor the said Premises shall be responsible and/or be made liable for payment of any dues of such Bank or Banks/Financial Institutions and for that purpose the Developer/Builder shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

SHUBAN ENCLAVES PVT. LTD. AVIGHNA REALTORS PVT. LTD. Subrata Das DIRECTOR

BHUPATI BUILDERS PVT. LTD. Subrata Das DIRECTOR

KEDIA TOWERS PVT. LTD. Subrata Das DIRECTOR

S.D. Kedia DIRECTOR

LEDO FINANCIAL SERVICES LTD.

Nimit Lohia

Director

GANPATI ASHIANA PVT. LTD.

Nimit Lohia

Director

ROSE RESIDENCY PVT. LTD.

NKLL

Director

NIRMIT VINIMAY PVT. LTD.

M Ghosh

Director

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V. K. Chakrabarti

Director

FOR TAURUS ESTATE SERVICES PVT. LTD

Rajiv T. Chakrabarti

Director

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A. K. Mishra

Director

FOR KARAN HOMES PVT. LTD.

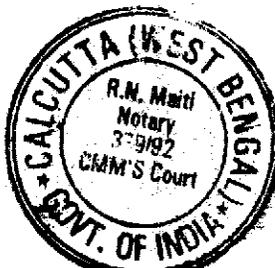
Sanjeev Tibrewal

Director

For MODELLO VENTURES LLP

Sunil Kedia

Designated Partner



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ANNEXURE

SHUBAN ENCLAVES PVT. LID. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.  
*S. D. Kedia* DIRECTOR *Subrahmanyam* DIRECTOR *Subrahmanyam* DIRECTOR *Subrahmanyam* DIRECTOR

- (iv) The Developer/Builder shall not employ any child labour for carrying out construction work at the said Premises.
- (v) None of the parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of a force majeure with a view that the obligation of the party affected by force majeure shall remain suspended for the duration of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock out, prohibitory order and/or directions issued by the Court of Competent jurisdiction, Concerned Municipality, State Government or any other local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the parties and/or its agents or employees or labours and any act or commission beyond the control of the party so prevented.
- (vi) The Developer/Builder shall constitute, organize and/or otherwise form or cause to be formed a Service

For LEDO FINANCIAL SERVICES LTD.  
*Sumit Kohia*  
 Director

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*V. K. Oberoi*  
 Director

For GANPATI ASHIANA PVT. LTD.  
*Sumit Kohia*  
 Director

For TAURUS ESTATE SERVICES PVT. LTD.  
*Rajiv T. h*  
 Director

For ROSE RESIDENCY PVT. LTD.  
*M. K. L.*  
 Director

SHIVANK PROPERTIES PVT. LTD.  
*A. K. Mishra*  
 Director

For NIRMIT VINIMAY PVT. LTD.  
*M. Ghosh*  
 Director

For KARAN HOMES PVT. LTD.  
*Sanjeev Tibrewal*  
 Director

For MODELLO VENTURES LLP  
*Sumit Kedia*  
 Designated Partner



*[Handwritten signatures]*

ANNEXURE 'A'

Company/Firm/Association to take over the management and maintenance of the Building/s and the said Premises after its development or as when the parties herein may deem fit and proper. All costs, charges and expenses in constitution, formation, organization, management and operation of such Service Company/Firm/Association shall be borne by the respective Allottee and/or Purchasers of the Units in the Building/s in such proportion to be decided and determined by the Developer/Builder. The Allottees/Purchasers of the Units in the Building/s shall become members and/or shareholders of the said Service Company/Firm/Association as and when constituted. Until the formation of the Service Company/Firm/Association, the Developer/Builder and/or the Purchasers of the Units in the Building shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Building/s including the said Premises proportionately. The Developer/Builder shall make such arrangements and frame such rules and regulations for rendering of common services

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 S.D. Kedia  
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 DIRECTOR  
 DIRECTOR

BHUPATI BUILDERS PVT. LTD. AVIGNA REALTORS PVT. LTD.  
 Subrata Roy  
 DIRECTOR  
 DIRECTOR

For LEDO FINANCIAL SERVICES LTD.  
 Armit Kohia  
 Director

For GANPATI ASHIANA PVT. LTD.  
 Armit Kohia  
 Director

For ROSE RESIDENCY PVT. LTD.  
 NKLL  
 Director

For NIRMIT VINIMAY PVT. LTD.  
 M Ghosh  
 Director

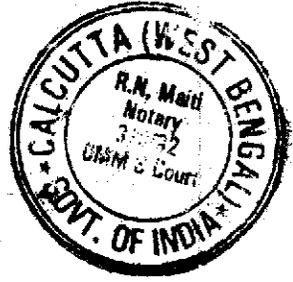
For TAURUS OVERSEAS PVT. LTD.  
 V. Kohli  
 Director

For TAURUS ESTATE SERVICES PVT. LTD.  
 Raju  
 Director

SHIVANK PROPERTIES PVT. LTD.  
 A.K. M...  
 Director

For KARAN HOMES PVT. LTD.  
 Sanjeev Tibrewal  
 Director

For MODELLO VENTURES LLP  
 Sunil Kedia  
 Designated Partner



*[Handwritten signatures and initials]*

ANNEXURE-16

and maintenance of the Building/s to be constructed at the said Premises.

(vii) The Building/s shall always be known by such name which may be mutually agreed upon between the Owners and the Developer/Builder.

(viii) All notice to be served under these presents shall be served by hand or by registered post and acknowledgement due at their respective addresses or at such other addresses as the respective parties may hereafter notify in writing to each other.

(ix) All deeds, papers and documents to be executed between the parties hereto and/or by the parties hereto in favour of the Purchasers of the Units of the Developer's allocation and Owners' allocation shall be prepared by the Advocate.

(x) Upon completion of the Building/s in all respects, the Developer/Builder shall send a notice to the Owners along with completion certificate issued by the concerned authorities certifying that the construction has been done in

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Subrajit Roy  
DIRECTOR

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Subrajit Roy  
DIRECTOR

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S.D. Kedia  
DIRECTOR

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Armit Kohia  
Director

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Armit Kohia  
Director

For ROSE RESIDENCY PVT. LTD.

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Director

For NIRMIT VINIMAY PVT. LTD.

M Ghosh  
Director

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V. Koshikewal  
Director

For TAURUS ESTATE SERVICES PVT. LTD.

Rajiv T. K. P  
Director

SHIVANK PROPERTIES PVT. LTD.

A. K. Mahajan  
Director

For KARAN HOMES PVT. LTD.

Sanjeev Tibrewal  
Director

For MODELLO VENTURES LLP

Smit Kedia  
Designated Partner



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ANNEXURE

accordance with the Building plan and as per the terms of this Agreement.

ARTICLE X - DEFAULT

(i) If at any time, the Developer/Builder commits breach of any of the terms and conditions herein contained and on the part of the Developer/Builder to be observed and performed, then and in that event, the Owners shall give to the Developer/Builder a notice in writing, calling upon the Developer/Builder to rectify the breach and to perform and observe the terms and conditions and if the Developer/Builder fails and neglects to rectify and/or perform or observe the same within a period of ninety days from the receipt of such notice, then in that event, the Owners shall be entitled to determine this Agreement and/or vice versa.

ARTICLE XI - ARBITRATION

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms

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KEDIA TOWERS PVT. LTD. Subratoy Nay DIRECTOR  
BHUPATI BUILDERS PVT. LID. Subratoy Nay DIRECTOR  
AVIGHNA REALTORS PVT. LTD. Subratoy Nay DIRECTOR

For LEDO FINANCIAL SERVICES LTD.

*Nirmit Lohia*  
Director

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*Nirmit Lohia*  
Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*  
Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*  
Director

For MODELLO VENTURES LLP

*Smriti Kedia*  
Designated Partner

For TAURUS OVERSEAS PVT. LTD.

*V. V. Singh*  
Director

For TAURUS ESTATE SERVICES PVT. LTD.

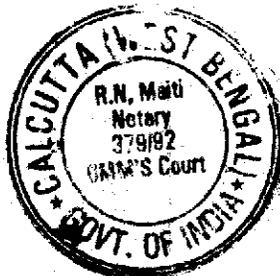
*Rajiv*  
Director

SHIVANK PROPERTIES PVT. LTD.

*S.K. Mishra*  
Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*  
Director



*[Handwritten signatures]*

ANNEXURE-\*

and conditions herein contained or touching these presents or determination of any right, title, interest or liability either during the continuance of this Agreement or upon its termination or any matter relating to or arising out of this Agreement or determination or termination of this Agreement shall be referred to Sole Arbitration of Mr. Anil Choudhury, Advocate of Choudhury & Co., Advocates, 10, Old Post Office Street, Ground Floor, Room No.12, Kolkata-700 001 under the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder.

(ii) The parties hereby agree that until the award is given, none of the parties shall do any act, deed or thing whereby the construction of the said Building is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the Building Plan nor shall be determination and/or termination of the Agreement be given effect to.

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S.D. Kedia  
Subrata Roy  
Subrata Roy  
DIRECTOR  
DIRECTOR  
DIRECTOR

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Subrata Roy  
DIRECTOR

KEDIA TOWERS PVT. LTD.  
Subrata Roy  
DIRECTOR

SHUBAN ENCLAVES PVT. LTD.  
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NKLL  
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M Ghosh  
Director

For TAURUS OVERSEAS PVT. LTD.

V. Kohli  
Director

For TAURUS ESTATE SERVICES PVT. LTD.

Rajni  
Director

SEIVANK PROPERTIES PVT. LTD.

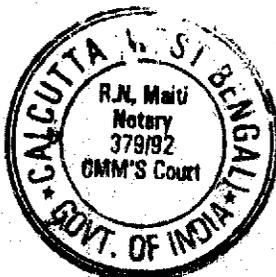
A.K. Mishra  
Director

For KARAN HOMES PVT. LTD.

Sanjeev Tibrewal  
Director

For MODELLO VENTURES LLP

Sumit Kedia  
Designated Partner



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ARTICLE XII - JURISDICTION

ANNEXURE-11

- (i) Only the Court of Kolkata shall have jurisdiction in relation to any matter, dispute and/or difference arising out to these presents.
- (ii) All accounts between the parties hereto shall be settled at the office of the Developer/Builder.

ARTICLE XIII - ESSENCE OF THE AGREEMENT

Time is the Essence of this Agreement.

THE SCHEDULE-A ABOVE REFERRED TO :

ALL THAT divided and demarcated piece and parcel of land admeasuring about 195 Decimal in Mouza- Kumrakhali, in Rajpur Sonarpur Municipality, P. S. Sonarpur, Sub-Registry - Sonarpur (previously Baruipur), District- 24-Parganas (South) comprising in Holding No.266 in Ward No.25 J. L. No.48, R. S. Khatian Nos. 345, 32, 214 and 216, R. S. Dag Nos.667, 664, 666, 675, 659, 674 and 665

For TAURUS OVERSEAS PVT. LTD.

*V. Kohli*

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*Rajiv T. K.*

Director

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*A. K. Mishra*

Director

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*Sanjeev Tibrewal*

Director

For LEDO FINANCIAL SERVICES LTD.

*Armit Kohia*

Director

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*Armit Kohia*

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For ROSE RESIDENCY PVT. LTD.

*N.K.L.L.*

Director

For NIRMIT VINIMAY PVT. LTD.

*M. Ghosh*

Director

For MODELLO VENTURES LLP

*Sunil Kedia*

Designated Partner



*[Handwritten signatures]*

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 KEDIA TOWERS PVT. LTD. *Sunil Kedia* DIRECTOR  
 BHUPATI BUILDERS PVT. LTD. *Sunil Kedia* DIRECTOR  
 AVIGNA REALTORS PVT. LTD. *Sunil Kedia* DIRECTOR

ANNEXURE

details of the total land admeasuring about 195 decimal in various Dag Numbers as mentioned hereunder :

<u>R. S. Dag No.</u>	<u>L. R. Dag No.</u>	<u>Area</u>
667	700	52 Decimal
664	697	9 Decimal
666	699	12 Decimal
675	706	16 Decimal
659	692	8 Decimal
674	707	96 Decimal
665	698	<u>2 Decimal</u>
		Total 195 Decimals

butted and bounded as follows :

**ON THE EAST** : Land of R. S. Dag Nos.682 to 684 and partly land of R. S. Dag Nos.670 to 673.

**ON THE WEST** : E. M. By Pass and land of R. S. Dag Nos.660 to 663.

**ON THE NORTH** : Land of R. S. Dag Nos. 676, 678 to 680.

**ON THE SOUTH** : Land of R. S. Dag Nos.657, 658, 485 & 668 and more fully mentioned in the Map/Plan annexed hereto.

For LEDO FINANCIAL SERVICES LTD.

*Nirmit Lohia*  
Director

For GANPATI ASHIANA PVT. LTD.

*Nirmit Lohia*  
Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*  
Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*  
Director

For TAURUS OVERSEAS PVT. LTD.

*V. K. Choudhary*  
Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. Choudhary*  
Director

SHIVANK PROPERTIES PVT. LTD.

*A. K. Mahajan*  
Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*  
Director

*[Signature]*  
Director

For MODELLO VENTURES LLP

*Smit Kedia*  
Designated Partner



*[Signature]*

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. AVIGHNA REALTORS PVT. LTD. BHUPATI BUILDERS PVT. LTD.  
 S.D. Kedia  
 Subrahmaniyam  
 Subrahmaniyam  
 Subrahmaniyam  
 DIRECTOR  
 DIRECTOR  
 DIRECTOR  
 DIRECTOR

Schedule B. (OWNERS' Allocation)

TOWER NO	FLAT NO	Super Built up Area in Sq. Ft.
1	4C	1448
1	4D	1699
1	5B	1720
1	5C	1448
1	5D	1699
1	6B	1720
1	6C	1448
1	7B	1720
1	8A	1841
1	9A	1841
1	9D	1699
1	10D	1699
1	11A	1841
1	11D	1699
1	12A	1841
1	12D	1699
2	5B	1128
2	6B	1128
2	6C	1624
2	7A	1113
2	7C	1624
2	7D	1832
2	8B	1128
2	8C	1624
2	9A	1113
2	9B	1128
2	9C	1624

ANNEXURE-A

BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.  
Subratil Ray  
DIRECTOR

BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.  
Subratil Ray  
DIRECTOR

KEDIA TOWERS PVT. LTD.  
Subratil Ray  
DIRECTOR

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD.  
S.D. Kedia  
DIRECTOR

For LEDO FINANCIAL SERVICES LTD.  
Nimit Lohia  
Director

For TAURUS OVERSEAS PVT. LTD.  
V. Keshav  
Director

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Nimit Lohia  
Director

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Rajiv T. K.  
Director

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N.K.L.L.  
Director

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A.K. Mishra  
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M Ghosh  
Director

For KARAN HOMES PVT. LTD.  
Sanjeev Tibrewal  
Director

For MODELLO VENTURES LLP  
Sumit Kedia  
Designated Partner



*[Handwritten signatures]*

2	10C	1624
2	11B	1128
2	11C	1624
2	12B	1128
2	13B	1128
3	2D	1118
3	4A	1807
3	4B	1803
3	4D	1118
3	5A	1807
3	5B	1803
3	6A	1807
3	6B	1803
3	7A	1807
3	7B	1803
3	8A	1807
3	8B	1803
3	9D	1118
3	10D	1118
3	12D	1118
3	15A	1807

ANNEXURE

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

SHUBAN ENCLAVES PVT. LTD. KEDIA TOWERS PVT. LTD. BHUPATI BUILDERS PVT. LTD. AVIGHNA REALTORS PVT. LTD.

S.D. Kedia  
Subrata Das

S.D. Kedia  
Subrata Das

S.D. Kedia  
Subrata Das

S.D. Kedia  
Subrata Das

In addition to aforesaid the Owners shall also be entitled to right to use and park 48 (forty eight) numbers of medium sized Vehicles.

For LEDO FINANCIAL SERVICES LTD.

*Armit Lohia*

Director

For GANPATI ASHIANA PVT. LTD.

*Armit Lohia*

Director

For ROSE RESIDENCY PVT. LTD.

*NKLL*

Director

For NIRMIT VINIMAY PVT. LTD.

*M Ghosh*

Director

For TAURUS OVERSEAS PVT. LTD.

*V. Parkash*

Director

For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. ...*

Director

SHIVANK PROPERTIES PVT. LTD.

*A.K. Mishra*

Director

For KARAN HOMES PVT. LTD.

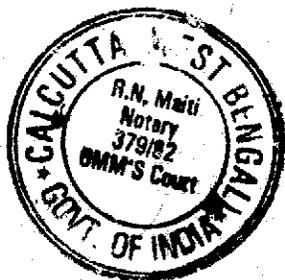
*Sanjeev Tibrewal*

Director

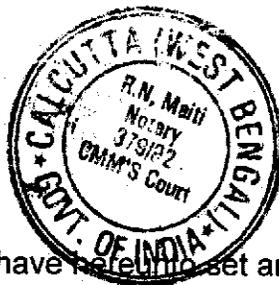
For MODELLO VENTURES LLP

*Sumil Kedia*

Designated Partner



*[Handwritten signatures]*



ANNEXURE

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

SIGNED, SEALED AND DELIVERED by the within named Owners at Kolkata

in the Presence of :

For TAURUS OVERSEAS PVT. LTD. *Vishal Das*

Director For TAURUS ESTATE SERVICES PVT. LTD.

*Rajiv T. K.*

Director

SHIVANK PROPERTIES PVT. LTD.

*S.K. Mishra*

Director

For KARAN HOMES PVT. LTD.

*Sanjeev Tibrewal*

Director

For GANPATI ASHIANA PVT. LTD.

*Mr. Mit. Lohia*

Director

For LEDO FINANCIAL SERVICES LTD.

*Mr. Mit. Lohia*

Director

For ROSE RESIDENCY PVT. LTD.

*NIKLL*

Director

*[Signature]*

AVIGHNA REALTORS PVT. LTD.

*Subrah Ray*

DIRECTOR

HUPATI BUILDERS PVT. LTD.

*Subrah Ray*

DIRECTOR

KEDIA TOWERS PVT. LTD.

*Subrah Ray*

DIRECTOR

MODAN ENCLAVES PVT. LTD.

*S.D. Kedia*

DIRECTOR

MODAN ENCLAVES PVT. LTD.

For NIRMIT VINIMAY PVT. LTD.

*M. Ghosh*

DIRECTOR

*[Signature]*

*[Signature]*

*[Signature]*

For MODELLO VENTURES LLP

*Smriti Kedia*

Designated Partner

Drafted by me

*Anil Choudhury*

(Anil Choudhury) Advocate

Signature attested only by me on Identification

IDENTIFIED BY ME

*[Signature]*  
T. KR. JANA  
ADVOCATE

R. N. MAITI  
Notary

18 FEB 2013

R. N. MAITI  
Notary  
Regd. No. 379/92  
3. Bankshal Street  
Calcutta-1

HEMANT KUMAR AGARWAL  
7/10, Hazra Road, Kolkata-700026

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DATED THIS

DAY OF FEBRUARY, 2013

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- BETWEEN -

LEDO FINANCIAL SERVICES LIMITED &  
OTHERS

... OWNERS

AND

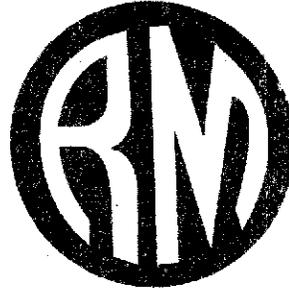
M/S. MODELLO VENTURES LLP

.....DEVELOPER/BUILDER

DEVELOPMENT AGREEMENT

ANIL CHOUDHURY, Advocate  
C/o. Choudhury & Co., Advocates  
10, Old Post Office Street,  
Ground Floor, Room No.12,  
Kolkata-700 001.

Date *18<sup>th</sup>* Day of *Fele* 2013.



*In the Matter of :*  
*Instrument 'A'*  
*and*  
*In the Matter of*  
**Notarial Certificate**

**R. N. Maiti**  
LL.B., Advocate

**&**  
**NOTARY PUBLIC**  
Govt. Of India  
Regn. No. 379/92  
C.M.'S Court, Bar Library  
3, Bankshall Street  
Kolkata - 700 001

Phone : Chamb : 2248-8948 :  
Mobile : 9433092019  
9007428192