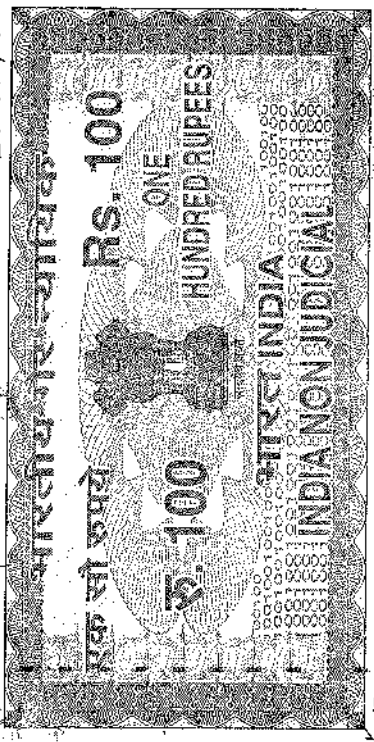


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পশ্চিমবঙ্গ বিকাশ বঁদল WEST BENGAL

স্বাক্ষরিত ০২.১২.১৩/১৩

14 A B. L. Khan Road

০২/১২/১৩
 ১০০/-
 ১০০/-

[Signature]
 ০২.১২.১৩

27 DEC 2013

THIS DEVELOPMENT AGREEMENT made this the 26th day of December

TWO THOUSAND AND THIRTEEN

BETWEEN



182492

2. P. C. ...
SOLICITOR GENERAL
SOLICITORS GENERAL
EXHIBIT 10001

Sold to:
Address: <u>NY</u>
City: <u>NY</u>
State: <u>NY</u>
Zip: <u>10001</u>
L.S.V. / Sign Count
Ship to: <u>NY</u>
High Count: <u>1</u>

A. S. *[Signature]*
10/18/84

FOR SIGNATURE SIGNUM COMPLEX LP

(Statement by Proprietor Pvt. Ltd.)
through its exclusive Agents, Singapore
(A. S. V. Signature) (SIGNED R.F. U.R. 74)

Demojai Ropewalk & Infra Ltd.

[Signature]
Authorized Signatory

(Company Ltd. Singapore)

Accurate Real Estate Private Limited

[Signature]
Authorized Signatory

Sigala Properties Private Limited

[Signature]
Authorized Signatory



[Signature]
P/O.

(1) **DAMODAR ROPEWAYS & INFRA LTD** (formerly known as Indian Ropeways & Engineering Company Limited) (PAN No. AAACI5764L) a company within the meaning of the Companies Act 1956 having its registered office situated at No.1/A Vansittart Row, P.S. Hare Street, Kolkata 700 001. (2) **ACCURATE REAL ESTATES PRIVATE LIMITED (PAN No. AAGCA2100E)** also a company within the meaning of the Companies Act 1956 having its registered office situated at No.45 Vivekanand Road, P.S. Girish Park, Kolkata 700 007. (3) **SPLASH PROPERTIES PVT LTD (AAKCS6833J)** also a company within the meaning of the Companies Act 1956 having its registered office situated at No.2 Rowland Road, Police Station Ballygunge, Kolkata 700 020. (4) **ABUNDANT PROPERTIES PVT LTD (PAN No. AAGCA2258K)** also a company within the meaning of the Companies Act 1956 having its registered office situated at No.6/2 Moira Street, P.S. Shakespeare Sarani, Kolkata 700 017. (5) **SEED PROPERTIES PRIVATE LIMITED (PAN No. AAKCS6832K)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.1/A Vansittart Row, P.S. Hare Street, Kolkata 700 001. (6) **KING PROPERTIES PVT LTD (PAN No. AADCK0300J)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.6A Tiljala Road, Police Station Tiljala, Kolkata 700 046. (7) **MASON BUILDCON PRIVATE LIMITED (PAN No. AAFCM0418E)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.19a Sarat Bose Road, P.S. Bhowanipore, Kolkata 700020. (8) **PANSY NERMANS PRIVATE LIMITED (PAN No. AAACP2311E)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.19A Sarat Bose Road, P.S. Bhowanipore, Kolkata 700 020. (9) **TECHSERVE TELE SERVICES PRIVATE LIMITED (PAN No. AABCT9746L)** a company within the meaning of the Companies Act 1956 having its registered office situated at No.4 Kall Krishna Tagore Street, P.S. Jora Bagan, Kolkata 700 007 all represented by their authorized signatory **Sri Champa Lal Chatterjee** son of Late **Thakursi Das Chatterjee** of No. 1/A Vansittart Row, P.S. Hare Street, Kolkata 700 001 hereinafter collectively referred to as the **OWNERS of the ONE PART AND SALARPURIA SIGNUM COMPLEX LLP (PAN No. ACFFS8401G)** a limited liability partnership firm having its office situated at No.5 Chittaranjan Avenue, P.S. Bowbazar, Kolkata 700 072 represented by one of its Partners, **Shri Apurva Salarpuria** having been duly authorised in that regard by the other partners of the said LLP : hereinafter referred to as the **DEVELOPER** of the **OTHER PART**

For Abundant Profits Pvt. Ltd.
[Signature]
Authorized Signatory

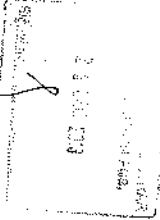
Seed Projects Private Limited
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Authorized Signatory

King Properties Private Limited
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Authorized Signatory

MASON BUILDCON PVT. LTD.
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PANST NIKHILANS PVT. LTD.
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Authorized Signatory

For Feedstar Tso. Private Pvt. Ltd.
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Authorized Signatory



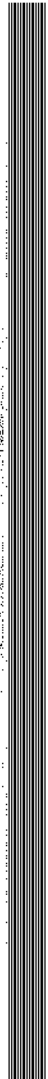
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D. Chandramouli
Bale M. Shetty
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WHEREAS:

A) By an Indenture of Conveyance dated 15th July 1909 and made between Hari Charan Bose therein referred to as the Vendor and Sir Apcar Alexander Apcar Kt. (then Apcar Alendander Apcar) and Arthur George Holdsworth Machpherson two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the District Sub Registrar, Alipore, in Book No. I Volume No. 37 Pages 165 to 169 Being No.2162 for the year 1909 the said Hari Charan Bose for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. and Arthur George Holdsworth Machpherson as agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of land hereditaments and premises containing by estimation an area of 01 Bigla 03 cottahs 13 chittacks and 15 sq.ft. more or less situate lying at and being Municipal Premises Nos. 10/2, 11 and 11/1 Goalbull Road within the limits of the town of Calcutta Thana Browanipore Mouza Kansarpura within Division VI Sub Division C forming part of Holding No.12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever.

B) By an Indenture of Conveyance dated 5th April 1911 and made between Surendra Nath Banerjee and Nagendra Nath Banerjee therein collectively referred to as the Vendors and the said Sir Apcar Alexander Apcar Kt. (then Apcar Alendander Apcar) and Sir Charles Henry Kesteven Kt. (then Charles Henry Kesteven) two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 17 Pages 286 to 292 Being No.940 for the year 1911 the said Surendra Nath Banerjee and Nagendra Nath Banerjee for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. and Sir Charles Henry Kesteven Kt. as agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club FIRSTLY ALL THAT the piece and parcel of land containing by estimation an area of 07 cottahs 11 chittacks and 30 sq.ft. more or less situate lying at and being Municipal

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Premises Nos. 10/1 Goalull Road AND SECONDLY ALL THAT the piece and parcel of land containing an area of 09 cottahs 11 chittacks and 40 sq.ft. more or less situate lying at and being Municipal Premises No.10/4 Goalull Road both within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansanpara within Division VI Sub Division C forming part of Holding No.12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever

C) By an Indenture of Conveyance dated 30th July 1912 and made between Baroda Prosad Roy Chaudhury therein referred to as the Vendor and the said Sir Apar Alexander Apar Kt. (then Apar Alexander Apar) and the said Arthur George Holdsworth Macpherson two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the Sub Registrar, Allpore in Book No. 1 Volume No. 23 Pages 135 to 137 Being No. 2102 for the year 1912 the said Baroda Prosad Roy Chaudhury for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apar Alexander Apar Kt. and Arthur George Holdsworth Macpherson as agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of land containing by estimation an area of 08 chittacks and 30 sq.ft. more or less situate lying at and being Municipal Premises Nos. 12 Goalull Road within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansanpara within Division VI Sub Division C forming part of Holding No.12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever

D) The said Sir Apar Alexander Apar Kt. Died on 17th April 1913

E) The said Arthur George Holdsworth Macpherson retired from British India and ceased to be a steward of the said Club

F) The said Calcutta Turf Club was renamed "The Royal Calcutta Turf Club (and hereinafter referred to as the Club)

G) The above mentioned contiguous premises No.10/2, 11, 11/1, 10/1 and 10/4 Goalull Road and the said 8 chittacks 30 sq.ft. of landed property containing in aggregate an area of 02 Bighas 01 cottahs 13 chittacks and 25 sq.ft. (more or less) were amalgamated and renumbered by the Corporation of Calcutta as it was then known (now the Kolkata Municipal Corporation) as Premises No.11 Goalull Road, Calcutta

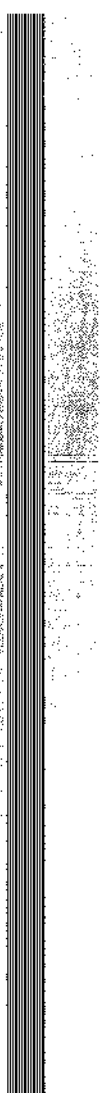


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ಕಚೇರಿ
ಬೆಂಗಳೂರು



- H) By an Indenture of Conveyance dated 17th February 1921 and made between the Corporation of Calcutta therein referred to as the Corporation and the said Sir Charles Henry Kesteven Kt. And The Honourable Mr. Justice Babington Bennett Newbould, two of the then Stewards of the Royal Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No. 4 Pages 196 to 200 Being No. 938 for the year 1921 for the consideration therein mentioned the said Corporation of Calcutta granted sold conveyed and transferred unto and in favour of the said Sir Charles Henry Kesteven Kt. And The Honourable Mr. Justice Babington Bennett Newbould as agents and trustees of The Royal Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of revenue free land containing by estimation an area of 04 cottahs 05 chittacks and 24 sq.ft. (more or less) within the municipal limits of the town of Calcutta and adjoining the said amalgamated Premises No.11 Goalull Road on the west thereof, Calcutta, Thana Bhowanipore, Mouza Bhowanipore within Division VI Sub Division A forming part of Holding No.1 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever
- I) The above mentioned amalgamated premises No.11 Goalull road measuring 02 Bighas 01 cottah 13 chittacks and 25 sq.ft. (more or less) and the said adjoining 04 cottahs 05 chittacks and 24 sq.ft. (more or less) landed property containing in aggregate an area of 02 Bighas 06 cottahs 03 chittacks and 04 sq.ft. (more or less) were amalgamated and renumbered by the then Corporation of Calcutta and numbered as Municipal Premises No.6/1/1 Bhowanipore Road, Thana Bhowanipore, Calcutta in the District of South 24 Parganas (then 24 Parganas)
- J) The said Sir Charles Henry Kesteven Kt. Died on 13th January 1923
- K) The said The Honourable Mr. Justice Babington Bennett Newbould retired from British India in the year 1927 and ceased to be a steward of the said Club
- L) By an indenture of Appointment of New Trustees dated 21st February 1928 and made between Charles Gordon Arthur, Alfred James Chatzner, Harold Collmann Edmondson, Ernest Richard Hartley and Charles de-Montmorency Kellow the then five stewards of the said Club of the One Part and the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellow of the Other Part and registered at the office of the Registrar of Assurances,

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Calcutta in Book no. 1 Volume n. 56 Pages 214 to 227 Being No. 2178 for the year 1928 the five stewards namely Charles Gordon Arthur and others as such stewards as aforesaid acting in the management of the affairs of the said Club appointed the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock to be the trustees for the said Club for the said 04 cottages 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17th February 1921 in place of the said Sir Charles Henry Kesteven Kt. And The Honourable Mr. Justice Babington Bennett Newbould being the earlier trustees to the intent that the said 04 cottages 05 chittacks 24 sq.ft. landed property (adjacent to the said amalgamated premises No.11 Goalbui Road, Calcutta) would become vested in the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock as such trustees as aforesaid

M) By an indenture of Transfer and Release dated 12th February 1932 and made between the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock being the Trustees for the said Club for the said 04 cottages 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17th February 1921 therein referred to as the Vendors/Assignors of the One Part and Turf Properties Limited (now known as Turf Properties Private Limited) of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1 Volume No.22 Pages 125 to 131 Being No.518 for the year 1932 for the consideration therein mentioned the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock transferred assigned and released unto and in favour of Turf Properties Ltd the said 04 cottages 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17th February 1921 unto and in favour of the said Turf Properties Ltd for and on behalf of the members of member for the time being of the said Club and its assigns upon such trusts.

N) By a Deed of Declaration dated 31st May 1932 and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1 Volume No.66 Pages 79 to 82 Being No. 2173 for the year 1932 the said Turf Properties Limited declared and confirmed that they did stand seized and possessed of the said 04 cottages 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17th February 1921 in trust for the member or members for the time being of the said Club and its assigns. The then five stewards of the said Club namely Charles Gordon Arthur, Thomas Edgar Carrie, David John Leckie, Gilbert Proby Mackenzie and Reginald Alfred Tower acting in the management and affairs of

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the said Club by a Deed of Appointment and Transfer and Released dated 22nd December 1933 and made between themselves of the One Part and Turf Properties Limited of the Other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No.25 Pages 21 to 31. Being No. 69 for the year 1934 appointed the said Turf Properties Limited to be the trustee for the said Club for the above mentioned amalgamated premises No. 11 Goalfull Road, Calcutta measuring 02 Bighas 01 cotta 13 chittacks and 25 sq.ft. more or less in place of the said Sir Apcar Alexander Apcar Kt. And Arthur George Holdsworth Macpherson or the said Sir Apcar Alexander Apcar Kt. and Sir Charles Henry Kesteven Kt. As the case may be to the intent that the said amalgamated premises No.11 Goalfull road would thenceforth stand vested in Turf Properties Limited absolutely and forever for and on behalf of the member or member for the time being of the said Club and its assigns upon such trusts.

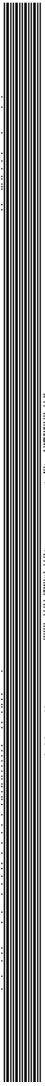
O) The said amalgamated Premises No.11 Goalfull Road, Calcutta measuring 02 bighas 01 cotta 13 chittacks 25 sq.ft. more or less and the said 04 cottas 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17th February 1921 from the Corporation of Calcutta as hereinbefore recited were amalgamated and renumbered by the then Corporation of Calcutta as Municipal Premises No.67/1 Bhowanipore road, Calcutta and upon survey and actual measurement was found to contain an area of 02 bighas 05 cottas 07 chittacks and 34 sq.ft. (more or less) in place of 02 bighas 06 cottas 03 chittacks and 04 sq.ft. more or less and was subsequently renumbered by the then Corporation of Calcutta as Municipal Premises No. 14A Debedra Lal Khan Road, Kolkata (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the FREE HOLD PROPERTY

P) By an Agreement for Sale and Assignment dated 30th August 2007 and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.63 Pages 5402 to 5430 Being No.2132 for the year 2008 the said Turf Properties Pvt Ltd (formerly Turf Properties Limited) therein referred to as the Seller of the One Part and Damodar Ropeways and Construction Company Limited, Indian Ropeways and Engineering Company Pvt Ltd and the Owners Nos. 3 to 10 therein namely (1) ACCURATE REAL ESTATES PRIVATE LIMITED (2) SPLASH PROPERTIES PVT LTD (3) ABUNDANT PROPERTIES PVT LTD (4) SEED PROPERTIES PRIVATE LIMITED

(5) KING PROPERTIES PVT LTD (6) MASON BUILDCON PRIVATE LIMITED (7) PANSY NIRMANS PRIVATE LIMITED and (8) TECHSERVE TELE SERVICES PRIVATE LIMITED therein collectively referred to as the Purchasers /Assignees of the Other Part recorded and declared the terms and conditions agreed for transfer of the said freehold property and the adjacent and contiguous land measuring 05 cottahs 08 chittacks on the west thereof belonging to the Kolkata Municipal Corporation by the said Turf Properties Pvt Ltd to the Purchasers/Assignees, inter alia as follows:

- (i) The said Turf Properties Pvt Ltd would sell and the Purchasers/Assignees thereto would purchase the said freehold property measuring 02 bigahs 05 cottahs 07 chittacks 34 sq.ft. (more or less) in equal 1/10th (one tenth) undivided share therein at and for a consideration of Rs. 11,61,00,000.00 (Rupees eleven crores sixty one lacs) only paid by the Purchasers/Assignees thereto theretofore in equal shares
- (ii) Upon the Kolkata Municipal Corporation executing and registering a long term lease of All that the piece and parcel of land measuring 05 cottahs 08 chittacks adjoining the freehold premises on the west thereof and abutting D.L. Krian Road (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the LEASEHOLD PROPERTY) in favour of the said Turf Properties Pvt Ltd and the said Turf Properties Pvt Ltd would assign and transfer to the said Purchasers/Assignees thereto its leasehold interest in the said leasehold property in favour of the Purchasers/Assignees thereto in equal 1/10 undivided share therein at and for the premium of salami of Rs. 64,00,000/- (Rupees sixty four lacs only)
- (iii) The Purchasers/Assignees thereto would be entitled to cause to be prepared plan for undertaking construction of new building or buildings at the said freehold property and to submit the same for sanction in the name of the said Turf Properties Pvt Ltd and obtain such sanction
- (iv) The said agreement for sale and assignment dated 30th August 2007 would supersede all previous agreements arrangements

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understandings and any other instrument executed between the parties thereto

Q) As so agreed under the said Agreement for Sale and Assignment dated 30th August 2007 the said Turf Properties Pvt. Ltd. executed power of attorney in favour of the nominees of the Purchasers/Assignees to the said Agreement for Sale and Assignment in respect of the said Freehold Property and the said leasehold property as follows:

(a) Power of Attorney dated 30th August 2007 registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.80 Pages 325 to 328 Being No.4944 for the year 2007 appointing Sri Mohan Lal Rathee son of Sri Manik Lal Rathii then residing at 10/06 Brijgham Housing Complex, Sribhumi, 255 Canal Street, Kolkata 700 048 and Sri Suresh Kumar Jalan son of Sri Shyam Sunder Jalan then residing at 3 Syed Salley Street, Kolkata 700073 jointly and severally to be its true and lawful attorneys to do necessary acts, deeds and things and to execute and register the conveyance and conveyances in favour of the buyer or buyers in respect of the said freehold property or portion thereof

(b) Power of Attorney dated 30th August 2007 registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.80 Pages 329 to 334 Being No.4943 for the year 2007 appointing Sri Chandra Prakash Raithi son of Sri Dau Lal Raithi then residing at 5/1 Ballygunge Place, Kolkata 700 019 and the said Sri Suresh Kumar Jalan attorneys jointly and severally to be its true and lawful attorneys to do necessary acts, deeds and things and to execute and register for and on behalf of Turf Properties Pvt. Ltd. the lease to be granted by the Kolkata Municipal Corporation in favour of Turf Properties Ltd. in respect of the leasehold property and to execute and registered Deed of Sub Lease and/or Deeds of Assignment of the whole or any portion of the said Leasehold Property

R) Pursuant to the said Agreement for Sale and assignment dated 30th August 2007, the said Turf Properties Pvt. Ltd. delivered complete vacant possession of the said Freehold property as well as the said 05 cottages 08 chitbacks landed property in favour of the Purchasers/Assignees thereunder

S) By a Deed of lease dated 16th May 2011 and made between the Kolkata Municipal Corporation as Lessor therein referred to and the said Turf Properties Pvt. Ltd. the trustee for the said Royal Calcutta Turf Club therein

ADDITIONAL INFORMATION
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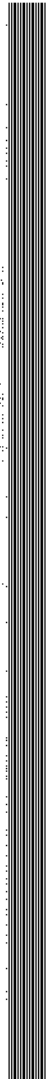


referred to as the Lessee and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.11 Pages 4227 to 4242 Being No.04631 for the year 2011 for the salami and/or premium of Rs. 64,00,000/- (Rupees sixty four lacs only) and for the annual rent of Re.1/- thereby reserved and for the covenants therein contained, the Kolkata Municipal Corporation granted and demised unto and in favour of the said Turf Properties Pvt Ltd ALL THAT the abovementioned Leasehold Property being the piece and parcel of land measuring 05 cottahs 08 chittacks adjacent and contiguous to the said Freehold Premises being Premises No.14A D.L. Khan Road, Kolkata for a term of 99 years with effect from 13th March 1999 with the option to renew the same for two further terms of 99 years each together with the right to cause the said leasehold property to be amalgamated with the said freehold property without making any construction thereat but to consume the available FAR of the leasehold property for the purpose of construction of the new building at the said freehold premises. Under the said Deed of lease dated 16th May 2011 the said Turf Properties Pvt Ltd thus became entitled to assign, transfer, mortgage, charge and/or in anyway encumber or deal with or dispose of its leasehold interest in the said leasehold property or any part or portion thereof

T) The said Leasehold Property measuring 05 cottahs 08 chittacks after the grant and demise thereof by Kolkata Municipal Corporation to the Vendor/Assignor hereto as aforesaid has since been numbered as Municipal Premises No.14A/1 D.L. Khan Road, Kolkata 700 025

U) By an Order dated 7th July 2011 passed in Company Petition no.96 of 2011 connected with Company Application No. 978 of 2010 under Section 391(2) and 394 of the Companies Act 1956 passed by the Hon'ble High Court Calcutta amongst other transferor companies the said Damodar Ropeways & Construction company Private Limited was amalgamated with the said Indian Ropeways & Engineering Company Limited and all assets liabilities, rights and benefits and effect of amongst other transferor companies, the said Damodar Ropeways & Construction Company private Limited stood vested and transferred in favour of Indian Ropeways & Engineering Co Limited without any further act deed or thing from 1st April 2010 being the appointed date and accordingly Indian Ropeways & Engineering Company Limited became entitled to the share rights, title and interest whatsoever of the said Damodar

ADDITIONAL INFORMATION
APPROVAL DATE: 26 DEC 2013
Signature: _____



Ropeways & Construction Pvt Ltd into and upon the said freehold premises and the said leasehold premises


V) The name of the said Indian Ropeways & Engineering Company Limited has been changed to Damodar Ropeways & Infra Limited on and with effect from 30th June 2011 and a fresh certificate of incorporation has been granted by the Registrar of Companies, West Bengal

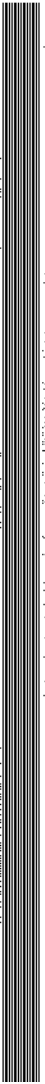
W) The said Freehold property being Premises No.14A D.L. Khan Road, Kolkata 700 025 measuring 02 bighas 05 cottahs 07 chittacks and 34 sq.ft. (more or less) and the said Leasehold Property being Premises No.14A/I, D.L. Khan Road, Kolkata 700 025 measuring 05 cottahs 08 chittacks (more or less) have since been amalgamated and renumbered or continues to be numbered as Municipal Premises No.14A D.L. Khan Road, Kolkata 700 025 containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 sq.ft. (more or less) (more fully and particularly mentioned and described in PART III of the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)

X) By a Deed of Conveyance and Assignment dated 6th June 2013 and made between Turf Properties Pvt Ltd therein referred to as the Vendor/Assignor of the One Part and the Owners herein therein collectively referred to as the Purchasers/Assignees of the Other Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. I CD Volume No.10 Pages 11636 to 11667 Being No. 05568 for the year 2013 the said Turf Properties Pvt Ltd for the consideration therein mentioned sold transferred conveyed and assigned unto and in favour of the Owners herein the entirety of the said Premises

Y) In the events as hereinbefore recited the Owners are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises, free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever each of the Owners being entitled to an independent and distinct undivided share or interest into or upon the said Premises

Z) With the intent of causing the said Premises to be developed the Owners in their name or in any of their names or in the names of their agents have obtained necessary consent of the Bharat Sandhar Nigam Limited, Office of the Chief General manager, Telecom Projects E/Zone, Microwave Survey Division vide their letter dated 21st November 2013 signed by the Divisional

ABDUL KADIR SULTAN
KAMPONG SOU, 11181 PGBL
28 DEC 2013
Signed: 



Engineer, Telecom, Microwave Survey Division, Calcutta and also obtained necessary permission from Kolkata Improvement Trust vide their letter dated 2nd August 2007 and also obtained consent of the Airport Authority of India and also from the Competent Authority under the Urban Ceiling & Regulation Act 1976 for the purpose of construction of a new building at the said Premises

AA) The total area of land comprised in Municipal premises No. 14A D.L. Khan Road, Kolkata upon joint measurement has been found to be **2 (two) bighas 10 (ten) cottahs 15 (fifteen) chittacks 34 (thirty four) sq.ft.** (more or less)

BB) The Developer is engaged inter alia in the business of undertaking development of real estate and/or properties throughout the country and has acquired great skill, expertise and also has at its command an experienced Professional team for the purpose of undertaking development of properties

CC) The parties hereto have agreed to pool their respective resources for mutual benefit for the purpose of undertaking development of the said Premises and in connection therewith the Owners have agreed to grant the right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration as hereinafter appearing and the Developer in its turn has agreed to provide necessary funds, its skill and expertise for undertaking development of the said Premises

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

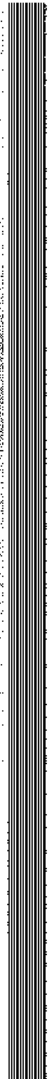
NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

ARTICLE I - DEFINITIONS

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

i) **ARCHITECT** shall mean **AGRAWAL & AGRAWAL** of No.2/5 Sevak Baidya Street, Kolkata 700 029 or such other person or persons, firm or

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firms, who may be appointed by the Developer with the approval of the Owners for designing and planning of the said New Building and/or buildings forming part of the Housing Project as defined hereinafter.

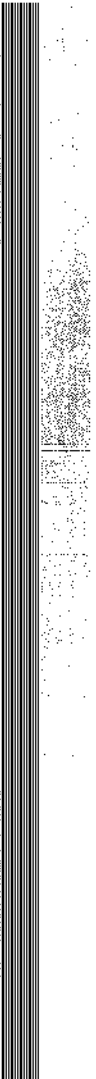
- ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings
- iii) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said housing project to be used in common by all the owners and occupiers of the said new building and/or buildings forming part of the Housing Project
- iv) **DEVELOPMENT AGREEMENT** shall mean this Agreement
- v) **DEVELOPER** shall mean the said **SALARPURIA SIGNUM COMPLEX LLP** and shall include the present partner and/or partners and/or those who may carry on the business of Salarpuria Signum Complex LLP and their respective heirs, legal representatives, executors, administrators and permitted assigns
- vi) **FLATS / UNITS / APARTMENTS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the new building and/or buildings and to be substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis
- vii) **HOUSING PROJECT** shall mean the Housing Project to be undertaken by construction erection and completion of new building and/or buildings at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis
- viii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis
- ix) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as

APOLLO 17
APOLLO 17
25 DEC 2011
Squadra



may be deemed necessary by the Architect of the New Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.

- x) **OWNERS** shall mean the said (1) DAMODAR ROPEWAYS & INFRA LTD (2) ACCURATE REAL ESTATES PRIVATE LIMITED (3) SPLASH PROPERTIES PVT LTD (4) ABUNDANT PROPERTIES PVT LTD (5) SEED PROPERTIES PRIVATE LIMITED (6) KING PROPERTIES PVT LTD (7) MASON BUILDCON PRIVATE LIMITED (8) PANSY NIRMANS PRIVATE LIMITED and (9) TECHSERVE TELE SERVICES PRIVATE LIMITED and shall include their respective successor and/or successors in their respective offices/interests and assigns
- xi) **PLAN** shall mean all the Plans to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.
- xii) **PROJECT** shall mean the development of the said Properties by causing to be constructed thereon various new building and/or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned
- xiii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time
- xiv) **PREMISES** shall mean ALL THAT the Municipal Premises No. 14A D.L. Khan Road, Kolkata 700 025 containing in aggregate an area of 02 bighas 10 cottas 15 chittacks and 34 sq.ft. (more or less) (more fully and particularly mentioned and described in PART III of the FIRST SCHEDULE hereunder written)
- xv) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date
- xvi) **START DATE** shall mean the date of sanction of the Plan
- xvii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and



ADJUTANT GENERAL
ADDRESS CORRECTION DIVISION
25 DEC 2013
Signed: _____

completed (details whereof will appear from the **SECOND SCHEDULE** annexed hereto) or such other specifications as may be varied and/or modified from time to time as may be recommended by the Architect and consented to by both parties namely the Owners and the Developer. However, such specifications may be varied and/or be modified from time to time as may be mutually agreed upon by both the parties

xviii) **SERVICES** shall mean the supply to and installation on the property of electricity, water, gas, telecommunications, drainage and other services

xix) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article VII hereinafter

ARTICLE II - INTERPRETATIONS

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

- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.



ASPOL DIST. SECURANCE 3
ALPINE, SOUTH 28 NOV.
2 6 DEC 2013
Cordillera

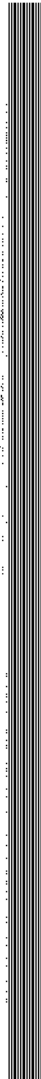
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – REPRESENTATIONS AND WARRANTIES BY THE OWNERS

3.1 At or before execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows:

- i) That the Owners are the owners of the said premises each one of them being entitled to an independent title and distinct share or interest therein.
- ii) That the said Premises is free from all encumbrances, charges, liens, mortgages, attachments, trusts whatsoever or howsoever.
- iii) That the Owners have a marketable title in respect of the said Premises
- iv) That the Owners are in full possession of the said Premises without any right on the part of any other person and/or persons
- v) That all municipal rates, taxes and other outgoings including electricity charges payable in respect of the said Premises has been paid and/or shall be paid by the Owners upto the date of sanction of the Plan
- vi) That this Agreement has been duly approved by the respective Board of Directors of the Owner Companies

MEMORANDUM
APPROVED FOR SIGNATURE
23 DEC 2015
Signature



vii) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor have created any interest of any third party into or upon the said Premises or any part or portion thereof

3.2 The Developer has completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof has agreed to enter into this Agreement for the purpose of undertaking development of the said Premises

ARTICLE IV – REPRESENTATIONS AND WARRANTIES BY THE DEVELOPER

4.1 At or before execution of this Agreement the Developer has assured and represented to the Owners and each one of them as follows:

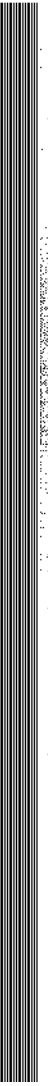
- i) That the Developer has fully satisfied itself as to the title of the Owner Companies in respect of the said Premises
- ii) That this Agreement has been duly approved by all the partners of the said LLP namely the Developer herein
- iii) That the Developer has necessary skill, expertise, professional team and financial resources at its command for the purpose of undertaking the said housing project at the said Premises in terms of this agreement

4.2 The Owners have fully relied on the aforesaid representations and believing the same to be true and acting on the faith thereof has agreed to grant the right of development in respect of the said Premises unto and in favour of the Developer for the consideration and subject to the terms and conditions hereinafter appearing

ARTICLE V – COMMENCEMENT DATE AND DURATION

5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 26th day of September 2013 (hereinafter referred to as the **COMMENCEMENT DATE**)

ADDRESSEE ONLY
AIRMAIL SERVICE
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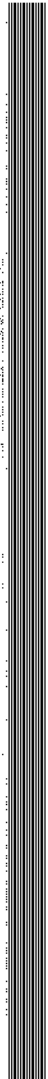
5.2 This Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE VI - LICENSE TO DEVELOPMENT

6.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake development of the said Premises, the Owners have agreed to grant the license to enter upon the said Premises for its development in respect of the said Premises unto and in favour of the Developer herein and in order to enable the Developer to undertake development of the said Premises by constructing, erecting and completing new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall be entitled to :

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains
- iv) serve such notices/ notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Properties and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on,

ADDITIONAL INFORMATION
AUTHORITY: Section 87(2)(b)
26 DEC 2013
Signature: _____



- any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- (x) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Premises or the development
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned
- xii) make proper provision for security of the said Properties during the course of development
- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof
- xiv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect,

NOTA: IL CONTENUTO
DELLA PRESENTE
CORRISPONDENZA
E' INFORMATIVO
2 8 DEC 2013
Sirente



Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building

- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed
- xvi) The Developer shall be entitled to create a charge and/or lien over and in respect of the Developer's Allocation only without depositing the Title Deed of the said Premises and the Owners agrees and undertakes to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time excepting that the Owners shall in no way be responsible and/or liable for repayment of the said loan amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the owners indemnified from and against all costs, charges, claims, actions, suits and proceedings arising there from.

ARTICLE VII – TOTAL DEVELOPMENT COSTS

- 7.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
 - i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
 - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures



ADDITIONAL POSTAGE
NECESSARY IF MAILED
IN THE UNITED STATES
25 DEC 2013
Signature

Handwritten signature or mark pointing to the 'Signature' label.

- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development
- iv) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development

ARTICLE VIII - APPROVED PLANNING

8. Immediately after execution of this Agreement or so soon thereafter the Developer shall be entitled to and is hereby authorized

- i) to have the lands surveyed
- ii) to cause the soil to be tested

8.1 The Developer at its own cost shall prepare or cause to be prepared a map or plan for being submitted to Kolkata Municipal Corporation for sanction in the name of the Owners.

8.2 The said Plan shall be prepared in a manner ensuring maximum utilisation of the Floor Area Ratio (FAR) and the said Plan shall be prepared by the Architect who may be engaged by the Developer in consultation with the Owners.

8.3 The said Plan shall be prepared in accordance with the present Building Rules of Kolkata Municipal Corporation and the Developer shall lay down and/or complete the foundation for the purpose of making any additional constructions which may be later on permitted that is to say that if the Plan is sanctioned for construction of ground plus ten upper floors then and in that event the Developer shall lay down the foundation for construction of a new building having ground plus fifteen upper floors and that five upper floors shall be treated as the Additional Storeys (hereinafter referred to as the ADDITIONAL FLOORS) and in the event of such additional floors being permitted for construction the area forming part of such additional floors shall be shared between the Owners and the Developer in the ratio as hereinafter

26 DEC 2008



the Owners free of interest and shall become refundable in the manner as hereinafter appearing.

9.2 The said Deposit Amount has been apportioned amongst the owners in the following proportion:

NAME OF THE OWNER	AMOUNT
(1) DAMODAR ROPEWAYS & INFRA LTD	Rs. 20,00,000.00
(2) ACCURATE REAL ESTATES PRIVATE LIMITED	Rs. 10,00,000.00
(3) SPLASH PROPERTIES PVT LTD	Rs. 10,00,000.00
(4) ABUNDANT PROPERTIES PVT LTD	Rs. 10,00,000.00
(5) SEED PROPERTIES PRIVATE LIMITED	Rs. 10,00,000.00
(6) KING PROPERTIES PVT LTD	Rs. 10,00,000.00
(7) MASON BUILDCON PRIVATE LIMITED	Rs. 10,00,000.00
(8) PANSY NIRMANS PRIVATE LIMITED	Rs. 10,00,000.00
(9) TECHSERVE TELE SERVICES PRIVATE LIMITED	Rs. 10,00,000.00

(the receipt whereof the Owners and each one of them admit and acknowledge to have been received)

9.3 As and when any further amount as may be mutually agreed upon is required to be paid as and by way of Deposit by the Developer to the Owners the same will form part of this Agreement

9.4 The said Deposit Amount, as already stated above, shall be held by the Owners free of interest and shall become refundable by the Owners to the Developer within 7 (seven) days from the date of completion of the Project subject to occupation certificate being obtained and without refund of the said Deposit Amount the Owners shall not be entitled to use or permit to be used the various flats, units, apartments, constructed spaces and car parking spaces forming part of the Owners' Allocation PROVIDED FURTHER the parties may mutually agree for progressive refund of the Deposit Amount subject to use and/or permit to be used the various flats, units, apartments, constructed spaces and car parking spaces forming part of the Owners' Allocation.

9.5 In the event of any agreement being executed between the parties hereto regarding payment of further amount on account of the deposit, the same will form part of this agreement.

appearing excepting that the Developer shall be liable to make payment of the sanction fee in respect of the said Plan but in the event, if such additional FAR is not sanctioned and/or permitted then the cost and expenses incurred for such foundation for the said Additional Floors shall be shared between the owners and the developer in proportion to their respective allocations.

8.4 The Developer upon preparation of the said Plan shall forward the same to the Owners for their approval and/or suggestion and in the event of any suggestions and/or alterations being made and/or suggested by the Owners and if such suggestions and/or alterations are found reasonable and is likely to improve utilization of the FAR, such changes and/or alterations would be incorporated.

8.5 The Owners shall make best endeavours to submit the said Plan to the authorities concerned on or before 10th February 2014 and the costs, charges and expenses for preparation of the said Plan including the sanction fee shall be paid borne and discharged by the Developer

8.6 The Developer shall make best endeavours to obtain sanction of the said Plan on or before 10th May 2014

8.7 The Developer shall apply and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of a building meant for residential purposes and the Owners and each one of them hereby agree and undertake to sign and execute all such plan and/or other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan and in addition thereto the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees as hereinafter stated.

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

ARTICLE IX- DEPOSIT

9.1 The Developer has agreed to keep in deposit with the Owners an initial deposit of Rs. 1,00,00,000/- (Rupees one crore only) (hereinafter referred to as the DEPOSIT AMOUNT) which amount has been paid by the Developer to the Owners simultaneously with the execution of this Agreement and be held by

ARTICLE X - REPRESENTATIVES

10.1 APPOINTMENT OF OWNERS' REPRESENTATIVE

10.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Champa Lal Chamaria shall be deemed to be the authorised representative for and on behalf of all of the Owners for the following purposes:

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

10.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

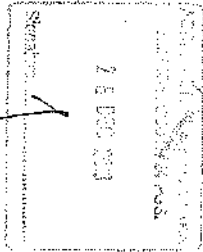
10.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Apurva Salarpuria shall be deemed to be the authorised representative of the Developer for the following purposes:

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

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

ARTICLE XI - LICENSE TO ENTER THE SAID PREMISES

11.1 The Owners hereby confirm that they are presently in complete vacant possession of the entirety of the said Premises



11.2 Immediately after the execution of this Agreement or so soon thereafter the Owners shall allow the Developer to enter upon the said Premises as a Licensee of the Owners for the purpose of undertaking preliminary works such

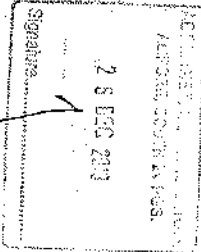
as:

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

11.3 The Landowners have granted a limited power of the Developer to enter upon the said Premises as licensee only for enabling them to develop the said premises in accordance with the plan. It is hereby expressly agreed by and between the parties hereto that the possession of the said Premises is not being given or intended to be given to the developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owners and Developer hereby confirm that by virtue of the Developer entering upon Premises as a licensee the same does not amount to taking up the possession of the said premises. It is expressly agreed and declared that jurisdictional possession of the said Premises shall always vest in the owners until such time the development is completed in all regards.

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

- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Owners after deducting therefrom all costs on account of demolition.
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect



iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

ARTICLE XII - DEVELOPMENT

12.1 For the purpose of development of the said property the Developer has agreed :

- i) To appoint the professional team for undertaking development of the said Properties
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,
- v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) In a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)

Signature.....
26 DEC 2013
ALBERTO BOSCHINI & P.S.A.



b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.

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

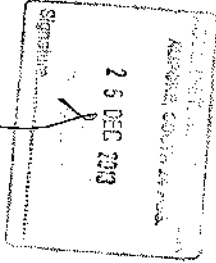
ARTICLE XIII - CONSTRUCTION AND COMPLETION

13.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 48 (forty eight) months from the date of sanction of the said Plan (hereinafter referred to as the **COMPLETION DATE**).

13.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.

13.3 The Developer shall be authorized in the name of the owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer from time to time.

13.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.



13.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.

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

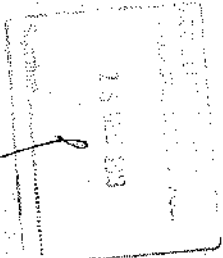
13.7 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Properties and/or in the matter of construction of the said new building and/or for any defect therein.

13.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claims thereof or therefrom.

13.9 The Developer has warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/or water leakage of the said new building within a period of twelve months from the date of completion of the said new building then and in that event the Developer at its own cost shall cause the same to be remedied and/or rectified at its own cost and shall keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. However small air cracks in the plaster, masonry, doors and windows shall not be construed as defect.

ARTICLE XIV - CONSEQUENCES OF DELAY IN COMPLETION

14.1 The Developer has agreed to complete the construction of the said new building in accordance with the Plan which may be sanctioned by Kolkata Municipal Corporation within a period of 48 (forty eight) months from the date of sanction of the said Plan (hereinafter referred to as the COMPLETION



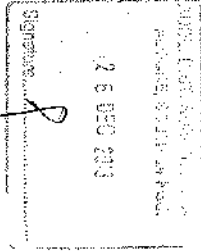
DATE) SUBJECT TO Force Majeure and in the event of non completion of the said new building as aforesaid, the Developer will be entitled to a grace period of another 12 months (hereinafter referred to as the GRACE PERIOD) and during the said Grace Period if the Owners are made liable to pay and/or compensate the intending purchasers of the Owner's Allocation then and in that event such amount to be paid by way of compensation as may be specified in the Sale Agreements to be entered with the intending purchasers shall be borne and paid by the Developer and in the event of any of the flats remaining unsold forming part of the Owner's Allocation, the Developer shall also be liable to compensate the Owners in like amount as aforesaid in respect of the unsold flats forming part of the Owner's Allocation.

14.2 If the Developer shall fail to complete the said remaining works within the said Grace Period then and in that event without prejudice to any other right which the Owners may have the Owners shall be entitled to takeover the works to be completed (REMAINING WORKS) and to cause the said to be completed either by itself or through any other Contractor and all costs charges and expenses for completing such remaining works shall be on account of the Developer who shall be liable to make payment of the same together with interest at the rate of 14% per annum, if applicable. However the other terms and conditions of this agreement shall remain in full force and effect and be binding on the parties.

ARTICLE XV - SPACE ALLOCATION

15.1 It is hereby agreed and declared by and between the parties hereto that in consideration of the above the Owners shall be entitled to ALL THAT the 62.5% of the total constructed area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces and terrace area forming an integral part of any flat AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the OWNER'S ALLOCATION)

15.2 The Developer shall be entitled to retain for itself ALL THAT the remaining 37.5% of the of the total constructed area to comprise in various flats,



units, apartments, constructed spaces, car parking spaces including any open spaces and terrace area forming an integral part of any flat AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the DEVELOPER'S ALLOCATION)

15.3 The Owner's Allocation and Developers Allocation shall comprise of various self contained flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independently

15.3.1 Within seven days from the date of sanction of the Plan by the authorities concerned the parties hereto shall identify their respective allocations and the same shall be recorded in an Agreement to be executed by the parties hereto.

15.4 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owners shall willingly without any act, deed or thing join as parties in any agreement of sale and/or deed of conveyance in respect of the area forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the intending purchasers however both the parties shall be entitled to handover the possession to the intending purchasers out of their respective allocations only after completion of their respective obligations to each other in terms of this Agreement.

15.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.

15.6 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the new building and/or buildings in terms of this agreement PROVIDED HOWEVER the Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of their respective allocations

Signature.....
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VOL. 087, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100



ARTICLE XVI - DOCUMENTATION

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

ARTICLE XVII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

17.1 CHARGES - All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said housing project whether forming part of the Owner's allocation or the Developer's Allocation shall provide for making payment of the following amounts and in the event of the Owners entering into agreement for sale they shall receive the undermentioned amount and make payment thereof to the Developer and the Developer in its turn shall receive such amounts from their intending purchasers in respect of the Developer's Allocation :

- i) proportionate share of CESC Transformer charges/HT Services
- ii) proportionate share of Generator connection to the flat
- iii) proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the flatowners
- iv) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats
- v) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flatowners
- vi) By way of maintenance charges estimated for one year

17.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of

Signature
26 DEC 2013
ASSOCIATION OF PURCHASERS
REGD. OFFICE NO. 24 PGS.



municipal rates and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser

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

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

17.5 As and when the Owners enter into any agreement for sale and transfer of the flats, units, apartments, constructed spaces and car parking spaces forming part of the Owner's Allocation they shall obtain and/or insist upon payment of the aforesaid amount as stated in Clause 17.2 and 17.4, to be paid by the intending purchasers and shall make over the same to the Developer who in its turn after adjusting and appropriating the amount due and payable shall make over the balance to the Holding Organisation upon its formation.

ARTICLE XVIII – MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

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

26 DEC 2013



ARTICLE XIX - FORCE MAJEURE

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

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

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

ARTICLE XX - HOLDING ORGANISATION

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

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

Signature: _____
26 DEC 2013
ALPINE COURT APARTMENT



ARTICLE XXI - OWNER'S OBLIGATIONS/INDEMNITY

21.1 The Owners have agreed :

- i) To co-operate with the Developer in all respect for development of the said Properties in terms of this agreement
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan
- iv) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
 - a) Obtain sanction of the plan
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities
 - c) To appoint Architect, Engineers, Contractors and other Agents
 - d) Do all acts deeds and things for the purpose of giving effect to this agreement
 - e) To execute the Deed of conveyance in respect of the Developer's Allocation in respect of the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION SUBJECT HOWEVER to what is hereinafter appearing

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall not be entitled to use or permit to be used any of the flats, units, apartments, constructed spaces and car parking spaces forming part of the new building until

Signature
26 DEC 2013
/s/ [Signature]
/s/ [Signature]



such time the Owner's Allocation is delivered to the Owners nor shall be liable to foist any liability on the Owners on the strength of such power of attorney and shall keep the owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

21.2 The Owners have agreed and shall be liable to make payment of all the taxes related to the owner's allocation from the date of completion of the Completion Certificate.

21.3 **TITLE DEEDS** - It has been agreed by and between the parties hereto that the original title deeds pertaining and/or relating to the said Premises will be kept in a locker to be hired in the joint names of the Owners and the Developer and after completion of the project the same will be delivered and/or made over to the Holding Organisation or such other authority as the parties may mutually agree upon PROVIDED that each party shall be entitled, as and when required, to take inspection of such title deeds and to make excerpts thereof.

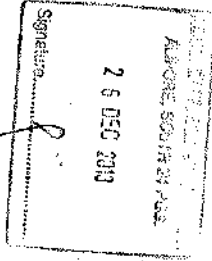
21.4 The Owners have agreed and have covenanted with the Developer that during the continuance of this agreement they will not create any interest of any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owners to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

21.5 The Owners have further agreed that they will not transfer or assign the benefit of this agreement to any other person and/or persons without the consent of the Developer in writing.

ARTICLE XXII- (DEVELOPER'S INDEMNITY)

22.1 The Developer hereby undertakes to keep the Owner indemnified and indemnify the owner against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.

22.2 The Developer hereby undertakes to keep the owner indemnified and indemnifies the Owner against all actions suits costs proceedings and



claims that may arise out of the Developer's action with regard to the development of the said Properties and/or in the matter of construction of the said Building and/or for any defect therein.

22.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.

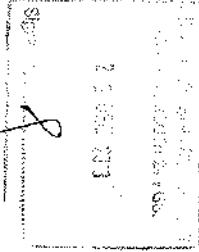
22.4 The Developer hereby undertakes that without prior written permission of the Owner, the Developer shall not assign and/or transfer this Development Agreement to any one whatsoever.

22.5 The Developer in its turn has also agreed to execute a limited power of attorney in favour of the owners or their nominees and/or nominees to sign and execute any agreement for sale and/or deed of conveyance wherein the Developer is required to be a confirming party and by virtue of such power of attorney the Owners and/or their nominees being the Attorneys shall not be liable to foist any liability on the Developer and shall keep the Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

ARTICLE XXIII - MARKETING

23.1 The parties hereto from time to time discuss the price at which the parties shall sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces forming part of their respective allocations with the intent and object of maintaining healthy relations and in order to avoid competition. However, such discussions shall have no binding effect on each other.

23.2 For the purpose of promoting the sale of the various flats, units, apartments, constructed spaces and car parking spaces forming part of the development the parties hereto from time to time work out and/or lay down the marketing strategy and the costs and expenses payable for marketing and/or selling the Development including any advertising, research and other marketing costs and expenses relating to the brochure and publicity of the project hoardings, newspapers or through any other media shall be shared between the parties hereto in equal proportion.



ARTICLE XXIV- BREACHES

24.1 In the event of any breach on the part of any of the parties hereto all such disputes and differences shall be referred to Arbitration as hereinafter appearing and none of the parties shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration and the Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development

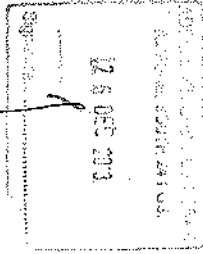
ARTICLE XXV- MUTUAL COVENANTS

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

ARTICLE XXVI- MISCELLANEOUS

26.1 **ADJACENT LANDS** - The parties hereto shall make joint efforts and/or endeavours for acquiring either on ownership basis or by way of development right any adjacent and/or contiguous premises on such terms and conditions as may be mutually agreed upon and acquiring such adjacent and/or contiguous premises the same will be taken up on such terms and conditions as may be mutually agreed upon and none of the parties shall be entitled to directly and/or indirectly purchase and acquire any adjacent and/or contiguous premises in its own name to the exclusion of the other except jointly or by written consent of the other party, in case any party doesn't want to join in development of the additional land then in that event the unwilling party shall not oppose the access to such additional lands from the existing lands, on the other hand it will be obliged to extend full co-operation.

26.2 **BORROWING** : The Developer shall be entitled to obtaining bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the aforesaid



26.5 ENTIRE AGREEMENT - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

26.6 COSTS - each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement any supplementary agreement, power of attorney etc shall be paid borne and discharged by the Developer.

26.7 NOTICES: Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

26.8 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

26.9 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them

NOV 25 9 2
SOMERSETSHIRE COUNTY
COURT HOUSE BATH



ADJ. DIST. S. I. ...
ALIPORA, SOUTH DISTRICT
25 DEC 2013
Signature



26.10 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26.11 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

26.12 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Properties upto the date of sanction of the Plan shall be paid borne and discharged by the Owners and thereafter the same will be paid borne and discharged by the Developer until handing over of the Owner's Allocation.

26.13 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto

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

26.15 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

26.16 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose

26.17 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ADDITIONAL SIGNATURE
ALPORA, SOUTH ALASKA
12 6 DEC 2013
Signature *[Handwritten Signature]*



ARTICLE XXVII - ARBITRATION

27.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two persons appointed by the parties

27.2 The Tribunal shall :

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

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



ADDL. DIST. SUD. REGISTRAR
ALIPORE, SOUTH 21 P.O.S.
26 DEC 2013
Signature

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I – FREEHOLD PROPERTY

ALL THAT brick built messuages tenements hereditaments buildings outhouses structures and premises having a built up area of 2880 square feet together with the piece and parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 02 bighas 05 cottahs 07 chittacks and 34 square feet more or less situate lying at and being a portion of the western part of Premises No.14A D.L. Khan Road adjoining Goaluli Road now Turf Road (formerly premises No.14A D.L. Khan Road) Police Station Bhowanipore within Ward No.71 of Kolkata Municipal Corporation, Sub Registration Office Alipore in the District of South 24 Parganas (formerly 24 Parganas) and butted and bounded as follows:

ON THE NORTH : By premises No. 12 D.L. Khan Road

ON THE SOUTH : By premises No. 16 D.L. Khan Road

ON THE EAST : By Turf Road (formerly Goaluli Road)

ON THE WEST : By the remaining portion of 14A D.L. Khan Road (being the leasehold property as hereinafter appearing)

PART II – LEASEHOLD PROPERTY

ALL THAT the piece and parcel of land hereditaments and premises having a built up area of 3960 square feet together with the piece and parcel of land measuring 5 cottahs 8 chittacks (more or less) situate lying at and being the remaining portion on the western portion of Premises No.14A D.L. Khan Road, Police Station Bhowanipore, Kolkata within Ward No.71 of the Kolkata Municipal Corporation Sub Registration Office Alipore, District South 24 Parganas and butted and bounded as follows:

ON THE NORTH : By lands of Kolkata Municipal Corporation

ON THE SOUTH : By lands of Kolkata Municipal Corporation



DEPT. DIST. REGISTRAR
ALAPHA, SOUTH INDIA.
7 1 DEC 1933

ON THE EAST : By the freehold property described in Part I hereinabove

ON THE WEST : By D.L. Khan Road

PART - III - THE SAID PREMISES

ALL THAT brick built messuages tenements hereditaments buildings outhouses structures and premises situate lying at and being Municipal Premises No.14A D.L. Khan Road, Kolkata containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 sq.ft. (more or less) together with all structures standing thereon under Ward No.71 within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following

ON THE NORTH By Premises No. 12, D. L. Khan Road, and by the land of Kolkata Municipal corporation

ON THE SOUTH By Premises No. 16, D. L. Khan Road, and by the Land of Kolkata Municipal corporation

ON THE EAST By Turf Road,

ON THE WEST By D. L. Khan Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS - AS PER ANNEXURE

**SCHEDULE OF FINISHES SPECIFICATION
RESIDENTIAL BUILDING AT D.L. KHAN ROAD**

STRUCTURE	SPECIFICATION
Foundation	RCC Substructure on Piles
Super Structure Walls	RCC framed structure Combination of RCC shear & Brick walls
WALL FINISHING	
Exterior Finish	Combination of cladding and high quality Textured paint.
Interior Finish	Putty on walls and ceiling
Toilets	Rectified Tiles Dado upto full height
Kitchen	Rectified Tiles Dado upto full height
FLOORING	
Master Bedroom	Imported Marble
Bedrooms	Laminated wooden flooring

ADOLPHUS SUPERVISOR
ALPHEUS SOUTH 2035
2 6 DEC 2013



Living Dining
Kitchen
Toilets

Common Area & Lift Lobby on
Upper floor and air conditioned
Entrance lobby at ground floor

Imported Marble
Antiskid Vitrified Tiles
Antiskid Vitrified Tiles

Combination of imported
marble and granite

Staircase -
Kota Stone

OTHER FINISHES:

Kitchen Counter Granite counter top and Stainless sink

DOOR & WINDOWS

Main Door Wooden Decorative with lock & night latch
Internal Doors Solid core Flush door with high polish
Windows Fully glazed aluminium anodized / UPVC
sliding/Casement window

ELECTRICAL

AC power outlet All bedrooms, Living Dining
Geyser power outlet All Toilets & Kitchen
Exhaust Fan outlet Kitchen & all Toilets with cutout
Wiring Copper wiring Concealed with
protective MCB DB
Switches and other control Modular, of reputed brand

PLUMBING

Kitchen Provision for Water Purifier
Kitchen & Toilets Hot & Cold water outlet
Sanitary ware Reputed Brand
CP Control fixtures Reputed Brand

AIR CONDITIONING

All spaces within the Flat Split AC / VRF system as per
Consultants advice

COMMUNICATION

Telephone Telephone outlet in Living Room and master bedroom Intercomm
facility with each flat
TV Connection All bed rooms & Living Room

Water Proofing treatment on roof and toilets and Anti Termite at foundation

GARBAGE CHUTE

TRANSPORTATION

Passenger Lift - 2 - Mitsubishi/Schindler or equivalent make

Stretcher Lift - 1

LIGHTING

Compound Lighting Overhead illumination with street lighting
Lift Lobbies Lighting to match décor
Staircases Lighting as required

SECURITY, WATCH & WARD

CC TV At ground floor connected to Main Security



ADPL DIST. SUB. REGISTRAR
ALPORA SOUTH 24 PGS.
26 DEC 2013
Signature

AMENITIES / FEATURES

1. Gym
2. Indoor Golf (tentative)
3. Multipurpose community Hall for parties
4. Swimming pool (Outdoor)
5. BBQ corner next to pool
6. Small Kids play area
7. Card's room /Indoor Games
8. Video Phone in Apts
9. Building will be built as a green Building

Above are subject to vary as may be mutually decided by the Owner and the Developer

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

SIGNED AND DELIVERED BY THE OWNERS

at Kolkata in the presence of:

1) *Jayraj Kumar Ghosh*
S. C. L. Avenue
Kolkata - 700071

2) *Ghanshyam Das Baidya*
1A, Newmarket Road
Kolkata - 700011

Damodar Roychoudhury & Infra Ltd.

For Techserv Teja Services Pvt. Ltd. Authorized Signatory

[Signature]
Authorized Signatory

Acturate Real Estate Private Limited

Splash Properties Private Limited

Authorized Signatory

Authorized Signatory

For Raajeev Properties Pvt. Ltd.

[Signature]
Authorized Signatory

Seed Properties Private Limited

King Properties Private Limited

Authorized Signatory

Authorized Signatory

MASON BUILDCON PVT. LTD.

For Pansy New Homes Pvt. Ltd.

Authorized Signatory

SIGNED AND DELIVERED BY THE DEVELOPER

at Kolkata in the presence of

1) *Jayraj Kumar Ghosh*
S. C. L. Avenue
Kolkata - 700071

2) *Ghanshyam Das Baidya*
1A, Newmarket Road
Kolkata - 700011

For SALARPURA SIGNIN COMPLEX LTD.

Authorized Signatory

[Signature]
Authorized Signatory

(Salarpura Properties Pvt. Ltd.)
Through its nominee Anshu Sahaquara
Designated Partner





















































Accepted and proposed
for my Agent
[Signature]


R. L. GAGGAR
SOLICITOR & ADVOCATES
3rd FLOOR, TEMPLE CHAMBERS
& OLD POST OFFICE STREET,
KOLKATA - 700011

APOL DIST QUS REGISTRAR
ALPPORE, SOUTH 24 PGS.
26 DEC 2011
Signature: *R*



SPECIMEN FORM FOR TEN FINGERPRINTS

Signature: 
ADEL DIST. SUB-REGISTERAR
ALPORA, SOUTH 24 PGS.
25 DEC 2013



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 10142 of 2013
(Serial No. 12745 of 2013 and Query No. 1605L00022212 of 2013)

On 25/12/2013

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

Presented for registration at 15.00 hrs on 25/12/2013, at the Private residence by Apurva Salarpura
Claimant.

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

Execution is admitted on 25/12/2013 by

- 1 ChampaLal Chatterjee
Authorised Signatory, Damodar Ropeways & Infra Ltd.(Indian Ropeways & Engineering Company
Limited), 1/ A, Vansittart Row, Kolkata, Thana-Hare Street, District-Kolkata, WEST BENGAL, India,
Pin :-700001.
Authorised Signatory, Accurate Real Estates Private Limited, 45, Vivekananda Road, Kolkata,
Thana:-Girish Park, District:-Kolkata, WEST BENGAL, India, Pin :-700007.
Authorised Signatory, Spalsh Properties Pvt. Ltd., 2, Row Land Road, Kolkata, Thana-Buliyungic,
District -South 24-Parganas, WEST BENGAL, India, Pin :-700020.
Authorised Signatory, Abundant Properties Pvt. Ltd, 6/2, Moire Street, Kolkata, Thana:-Shakespeare
Street, District:-Kolkata, WEST BENGAL, India, Pin :-700017.
Authorised Signatory, Seed Properties Private Limited, 1/ A, Vansittart Row, Kolkata, Thana:-Hare
Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001
Authorised Signatory, King Properties Pvt. Ltd., 6 A, Tiljala Road, Kolkata, Thana-Tiljala, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700046.
Authorised Signatory, Mason Buildcon Private Limited, 19 A, Sarat Bose Road, Kolkata,
Thana-Bhawaniapore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
Authorised Signatory, Pansy Nirmans Private Limited, 19 A, Sarat Bose Road, Kolkata,
Thana-Bhawaniapore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
Authorised Signatory, Techserve Tele Services Private Limited, 41, Kail Krishna Tagore St, Kolkata,
Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700007.
By Profession : Business
2. Apurva Salarpura
Partner, Salarpura Signum Complex L L P, 5, Chittaranjan Avenue, Kolkata, Thana:-Bowbazaric,
District:-Kolkata, WEST BENGAL, India, Pin :-700072.
By Profession : Business

(Signature)
(Smitikano Panda)

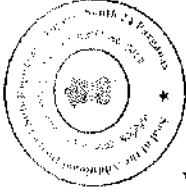
ADDITIONAL DISTRICT SUB-REGISTRAR
Endorsement Page 1 of 2

27/12/2013 15:24:00



Certificate of Registration under section 60 and Rule 68.

Registered in Book - I
CD Volume number 41
Page from 1900 to 1951
being No 10142 for the year 2013.



[Handwritten signature]

(Amab-Basu) 07 January 2014
ADDITIONAL DISTRICT SUE-REGISTRAR
Office of the A.D.S.R., ALIPORE
West Bengal



