

D. **OWNERS** being desirous of having the lands described in the First Schedule to be put in and used in the said project on the terms, conditions and proposals of **DEVELOPER**, has agreed to join **DEVELOPER** and put the said land at the disposal of **DEVELOPER** for the benefit of **OWNERS** and commercial exploitation thereof and on the terms and conditions hereinafter appearing.

E. The consideration/s payable as well as benefit to enure to the respective parties have been mutually agreed upon and the allocation receivable by **OWNERS** and **DEVELOPER** has been decided and finalised.

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

**ARTICLE -A**

**DEFINITIONS.**

**IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:**

**OWNERS** shall mean (1) NEELKANTH NIRMAN PRIVATE LIMITED, (2) ENTICE LANDMARK PRIVATE LIMITED, (3) SMT SARASWATI DEVI AGRAWAL, (4) SAHARSH PROJECTS PRIVATE LIMITED, (5) SHRI. BRIJESH KUMAR AGRAWAL (HUF), (6) TELLUS PROPERTIES PRIVATE LIMITED, (7) PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, (8) SUBHASH CHANDRA SULTANIA, (9) SHRI ANKIT AGRAWAL (10) KEDARNATH ENTERPRISES PRIVATE LIMITED, (11) AMARNATH NIRMAN PRIVATE LIMITED, (12) SHRI AYUSH AGRAWAL (13) SUBHASH CHANDRA SULTANIA (HUF) and shall mean their legal heirs, representatives, executors, administrators, successors and assigns.

1. **DEVELOPER** shall mean **NEELKANTH NIRMAN PVT. LTD.** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises 17/H/8, Balai Singhi Lane, 1<sup>st</sup> Floor, Kolkata – 700 009 .
2. **INTENDING PURCHASER** shall mean the intending Purchaser intending to procure for valuable consideration payable to the **DEVELOPER** any Units, Flats, Car Parking