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# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

21520 अश्विभक्त पश्चिम बंगाल WEST BENGAL

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Additional Registrar of Assurances-III  
Kolkata

703/14



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

*[Signature]*  
Additional Registrar  
of Assurances-III, Kolkata

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Additional Registrar of Assurance - III  
Kolkata  
- 1 APR 2014

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### DEVELOPMENT AGREEMENT

U/c 217

Dev. Agreement

1. Date: 11<sup>th</sup> February, 2014
2. Place: Kolkata
3. Parties

*[Signatures]*

*[Signatures]*

*[Signatures]*

*[Signatures]*

Siddhant Sharma

134574



1483  
C

Primarc-Riya Projects LLP

Siddhant Sharma

Designated Partner



1484  
C

Samundar Retails Pvt. Ltd.

Riddhiman Shoppers Pvt. Ltd.

Shivangan Distributors Pvt. Ltd.

Laxmidhan Advisors Pvt. Ltd.

Samundar Advisors Pvt. Ltd.

Mona Singhania

Aloke Kumar Singhania  
[Authorized Director]



1485  
C

Swetang Commerce Pvt. Ltd.

Tricky Merchandise Pvt. Ltd.

Yashmit Mercantile Pvt. Ltd.

Swetang Tradelink Pvt. Ltd.

Yashmit Sales Pvt. Ltd.

Laxmidhan Tradecom Pvt. Ltd.

Dhanprayog Tradecom Pvt. Ltd.

Mahesh Pansari

Mahesh Pansari  
[Authorized Director]



1486  
C

Vamades Agencies Pvt. Ltd.

Dayaswarup Commodal Pvt. Ltd.

Durvish Shoppers Pvt. Ltd.

Goodshine Advisors Pvt. Ltd.

Aadrika Distributors Pvt. Ltd.

Tricky Commodal Pvt. Ltd.

Gajrup Commodal Pvt. Ltd.

Geranium Tradelink Pvt. Ltd.

Aadrika Commercial Pvt. Ltd.

Dhanprayog Agencies Pvt. Ltd.

PGE Info Solution Pvt. Ltd.

Sidhart Pansari

Sidhart Pansari  
[Authorized Director]

NAME.....  
 ADD.....  
 RS.....

11 NOV 2013  
 SURANJAN MUKHERJEE  
 Licensed Status Vendor  
 C. C. Court  
 F. E. S. S. H. B. Road, K. V. 1

SAHA & RAY  
Advocates  
Hastings Chambers  
1C, 3rd Floor, Hastings Chambers  
K. V. S. S. H. B. Road - 700001

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Kolkata

25 MAR 2014

- 3.1 **Samundar Retails Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC182151), having its registered office at 2<sup>nd</sup> Floor, 17, Shyama Prasad Mukherjee Road, Kolkata-700025 (formerly 4, Banstalla Lane, Kolkata-700007), Police Station Bhowanipore (PAN AARCS8673D), represented by its authorized Director (DIN 00589778), **Aloke Kumar Singhania**, son of Late Keshar Deo Singhania, of Block-B, Harbor Heights, 35/1, Diamond Harbour Road, Kolkata-700027, Police Station South Port
- 3.2 **Riddhiman Shoppers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC181580), having its registered office at 2<sup>nd</sup> Floor, 17, Shyama Prasad Mukherjee Road, Kolkata-700025 (formerly 15D, Tagore Castle Street, Kolkata-700006), Police Station Bhowanipore (PAN AAFCR9986G), represented by its authorized Director (DIN 00589778), **Aloke Kumar Singhania**, son of Late Keshar Deo Singhania, of Block-B, Harbor Heights, 35/1, Diamond Harbour Road, Kolkata-700027, Police Station South Port
- 3.3 **Shivangan Distributors Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC183072), having its registered office at 2<sup>nd</sup> Floor, 17, Shyama Prasad Mukherjee Road, Kolkata-700025 (formerly 26, Vivekananda Road, Kolkata-700007), Police Station Bhowanipore (PAN AARCS8264N), represented by its authorized Director (DIN 00589778), **Aloke Kumar Singhania**, son of Late Keshar Deo Singhania, of Block-B, Harbor Heights, 35/1, Diamond Harbour Road, Kolkata-700027, Police Station South Port
- 3.4 **Laxmidhan Advisors Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74140WB2012PTC183424), having its registered office at 2<sup>nd</sup> Floor, 17, Shyama Prasad Mukherjee Road, Kolkata-700025 (formerly 15D, Tagore Castle Street, Kolkata-700006), Police Station Bhowanipore (PAN AACCL3146R), represented by its authorized Director (DIN 00589778), **Aloke Kumar Singhania**, son of Late Keshar Deo Singhania, of Block-B, Harbor Heights, 35/1, Diamond Harbour Road, Kolkata-700027, Police Station South Port
- 3.5 **Samundar Advisors Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74140WB2012PTC181657), having its registered office at 2<sup>nd</sup> Floor, 17, Shyama Prasad Mukherjee Road, Kolkata-700025 (formerly 15D, Tagore Castle Street, Kolkata-700006), Police Station Bhowanipore (PAN AARCS8540B), represented by its authorized Director (DIN 00589778), **Aloke Kumar Singhania**, son of Late Keshar Deo Singhania, of Block-B, Harbor Heights, 35/1, Diamond Harbour Road, Kolkata-700027, Police Station South Port
- 3.6 **Swetang Commerce Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC182160), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AARCS8541A), represented by its authorized Director (DIN 00550868), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.7 **Swetang Tradelink Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC182159), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AARCS8534M), represented by its authorized Director (DIN 00550868), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge

1487  
Exulting City Developers Pvt. Ltd. ✓  
Durable Real Estate Pvt. Ltd. ✓  
Dhanaasha Agencies Pvt. Ltd. ✓  
Liable Constructions Pvt. Ltd. ✓  
Choiceforce Plot Managers Pvt. Ltd. ✓  
Zinnia Infrastructure Pvt. Ltd. ✓  
Beatitude Housing Developers Pvt. Ltd. ✓

Pradip Kumar Kedia  
Pradip Kumar Kedia  
[Authorized Director]

Overgrow Vyapaar Pvt. Ltd. ✓  
Jagvaudana Commercial Pvt. Ltd. ✓  
Shivbhakti Tradelink Pvt. Ltd. ✓  
Fane City Developers Pvt. Ltd. ✓  
Endurance City Projects Pvt. Ltd. ✓  
Renew Infrastructure Pvt. Ltd. ✓  
Shivaasha Dealer Pvt. Ltd. ✓  
Neelsimana Barter Pvt. Ltd. ✓  
Renew Developers Pvt. Ltd. ✓  
Swarnmahal Sales Pvt. Ltd. ✓  
Kalashdhan Plot Managers Pvt. Ltd. ✓

Siddhartha Bhalotia  
Siddhartha Bhalotia  
[Authorized Director]

1488  
Royapet Infrastructure Pvt. Ltd. ✓  
Unlimited Developers Pvt. Ltd. ✓  
Neelsimana Suppliers Pvt. Ltd. ✓  
Swarnsathi Merchants Pvt. Ltd. ✓  
Campaign Construction Pvt. Ltd. ✓  
Linkrose Vanijya Pvt. Ltd. ✓

Naresh Kumar Ladha  
Naresh Kumar Ladha  
[Authorized Director]

Sasapan Kar  
5/0 R.N. Kar  
7c.K.S. Roy Road  
Kolkata-700005  
Service



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Kolkata  
25 MAR 2014

- 3.8 **Tricky Merchandise Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC181455), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAECT3430G), represented by its authorized Director (DIN 00550868), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.9 **Yashmit Sales Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC183161), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAACY5600K), represented by its authorized Director (DIN 00550868), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.10 **Yashmit Mercantile Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC183109), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAACY5599F), represented by its authorized Director (DIN 00550868), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.11 **Laxmidhan Tradecom Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC181656), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AACCL3145N), represented by its authorized Director (DIN 00550868), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.12 **Dhanprayog Tradecom Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC183120), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAECD3487F), represented by its authorized Director (DIN 00550860), **Mahesh Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.13 **Vamadev Agencies Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC182152), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAECV1391G), represented by its authorized Director (DIN 00551242), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.14 **Tricky Commodal Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC183162), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAECT3429P), represented by its authorized Director (DIN 00551242), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.15 **Dayaswarup Commodal Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74999WB2012PTC183106), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN

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Kolkata

25 MAR 2014

- AAECD3450N**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.16 **Gajrup Commodal Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74920WB2012PTC182984**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAECG8301P**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.17 **Durvish Shoppers Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74999WB2012PTC183121**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAECD3456C**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.18 **Geranium Tradelink Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74999WB2012PTC182986**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAECG8383K**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.19 **Goodshine Advisors Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74140WB2012PTC183422**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAECG8379B**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.20 **Aadrika Commercial Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74999WB2012PTC183414**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAKCA7898K**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.21 **Aadrika Distributors Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74999WB2012PTC183417**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAKCA7897G**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.22 **Dhanprayog Agencies Private Limited**, a company incorporated under the Companies Act, 1956 (**CIN U74999WB2012PTC181581**), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (**PAN AAECD3455B**), represented by its authorized Director (**DIN 00551242**), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge



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Kolkata

25 MAR 2014



- 3.23 **PGE Info Solution Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U72300WB2005PTC106081), having its registered office on 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AADCP7686H), represented by its authorized Director (DIN 00551242), **Sidharth Pansari**, son of Nand Kishore Pansari, of 7, Lovelock Street, Kolkata-700019, Police Station Ballygunge
- 3.24 **Overgrow Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC190205), having its registered office at 27, Biplabi Trailakya Maharaj Sarani, Kolkata-700001, Police Station Hare Street (PAN AABCO8345A), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.25 **Jagvandana Commercial Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2012PTC189542), having its registered office at 27, Biplabi Trailakya Maharaj Sarani, Kolkata-700001, Police Station Hare Street (PAN AADCJ0950G), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.26 **Exulting City Developers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191209), having its registered office at 9/4, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AADCE3117A), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore
- 3.27 **Shivbhakti Tradelink Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2012PTC183688), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AATCS0599J), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.28 **Royalpet Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191210), having its registered office at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAGCR3072C), represented by its authorized Director (DIN 02906345), **Naresh Kumar Ladha**, son of Radhe Shyam Ladha, of 1/A, Kundan Bye Lane, Liluah, Howrah-711204, Police Station Bally
- 3.29 **Swarnsathi Merchants Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC191130), having its registered office at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AATCS0598K), represented by its authorized Director (DIN 02906345), **Naresh Kumar Ladha**, son of Radhe Shyam Ladha, of 1/A, Kundan Bye Lane, Liluah, Howrah-711204, Police Station Bally
- 3.30 **Shivaasba Dealer Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC191127), having its registered office at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AATCS0596II), represented by its authorized Director (DIN 01914713),

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Additional Registrar of Assurance - III  
Kolkata  
25 MAR 2014

- Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.31 **Unlimited Developers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191071), having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AABCU5550H), represented by its authorized Director (DIN 02906345), **Naresh Kumar Ladha**, son of Radhe Shyam Ladha, of 1/A, Kundan Bye Lane, Liluah, Howrah-711204, Police Station Bally
- 3.32 **Fanc City Developers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191048), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AACCF1442J), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.33 **Liabe Constructions Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191069), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AACCL4326P), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore
- 3.34 **Campaign Construction Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191044), having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAFCC1655F), represented by its authorized Director (DIN 02906345), **Naresh Kumar Ladha**, son of Radhe Shyam Ladha, of 1/A, Kundan Bye Lane, Liluah, Howrah-711204, Police Station Bally
- 3.35 **Neelsimana Suppliers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC189799), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AAECN2973N), represented by its authorized Director (DIN 02906345), **Naresh Kumar Ladha**, son of Radhe Shyam Ladha, of 1/A, Kundan Bye Lane, Liluah, Howrah-711204, Police Station Bally
- 3.36 **Durable Real Estate Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191046), having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAECD5661R), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore
- 3.37 **Neelsimana Barter Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC189800), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AAECN2974M), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park



Additional Registrar of Assurance - III  
Kolkata

**25 MAR 2014**

- 3.38 **Choiceforce Plot Managers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74900WB2013PTC190515), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AAFCC2101G), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore
- 3.39 **Endurance City Projects Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191047), having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AADCE3036G), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.40 **Renew Developers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70109WB2012PTC184015), having its registered office at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAFCR9696H), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.41 **Dhanaashan Agencies Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC191123), having its registered office at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAEGD6441Q), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore
- 3.42 **Zinnia Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191063), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AAACZ6434G), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore
- 3.43 **Linkrose Vanijya Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC189879), having its registered office at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AACCL4784A), represented by its authorized Director (DIN 02906345), **Naresh Kumar Ladha**, son of Radhe Shyam Ladha, of 1/A, Kundan Bye Lane, Liluah, Howrah-711204, Police Station Bally,
- 3.44 **Renew Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70109WB2012PTC183770), having its registered office at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAFCR9571B), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.45 **Kalashdhan Plot Managers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U74900WB2013PTC190358), having its registered at 53/4, Priya Nath Midya Road, Kolkata-700056, Police Station Belgharia (PAN AAFCK1085K), represented by its authorized Director (DIN 01914713),

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Additional Registrar of Assurance - III  
Kolkata

25 MAR 2014

**Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park

- 3.46 **Swarnmahal Sales Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U51909WB2013PTC191129), having its registered at 84A, Chitta Ranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AATCS0600E), represented by its authorized Director (DIN 01914713), **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park
- 3.47 **Beatitude Housing Developers Private Limited**, a company incorporated under the Companies Act, 1956 (CIN U70102WB2013PTC191174), having its registered at 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAFCB3993D), represented by its authorized Director (DIN 01453356), **Pradip Kumar Kedia**, son of Nand Kishor Kedia, of 28, Barrackpore Trunk Road, Cossipore, Kolkata-700002, Police Station Cossipore

(collectively **Owners**, includes successors-in-interest and/or business)

**And**

- 3.48 **Primarc-Riya Projects LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 2<sup>nd</sup> Floor, 6A, Elgin Road, Kolkata-700020, Police Station Bhowanipore (PAN AAPFP0657F), represented by its designated Partner, **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Kolkata-700006, Police Station Girish Park

(**Developer**, includes successors-in-interest and/or business).

Owners and Developer are hereinafter individually referred to as each or as **Party** and collectively as **Parties**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

#### 4. Background

- 4.1 **Ownership of Said Property:** The Owners are the joint owners and possessors of land classified as *basti* (homestead) measuring 279 (two hundred and seventy nine) *colak* 3 (eight) *chittak* and 7 (seven) square feet, more or less, contained in L.R. *Dag* Nos. 898 and 900 (corresponding to R.S. *Dag* Nos. 1097/1228, 1229, 1100, 1101, 1102 and 1103), recorded in L.R. *Khatian* Nos. 4382, 4383, 4384, 4385, 4386, 4387, 4388, 4389, 4390, 4391, 4392, 4393, 4394, 4395, 4396, 4397, 4398, 4399, 4400, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4409, 4410, 4411, 4412, 4413, 4414, 4415, 4416, 4417, 4418, 4419, 4420, 4421, 4424, 4425, 4426, 4427, 4428, 4506 and 4547, *Mouza* Markundi, J.L. No.9, Police Station Bhadreswar, within the limits of Ward No.20 of Bhadreswar Municipality, Sub-Registration District Chandannagore, District Hooghly and more fully described in the **Schedule** below and delineated and demarcated on the **Plan** annexed hereto and bordered in **Red** colour therein (**Said Property**). The **Plan** attached to this Agreement forms a part of this Agreement.




  
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Kolkata  
25 MAR 2014



- 4.2 **User Rights on Said Road:** A portion of the Said Property is reserved for an arterial road (**Said Road**) for access to the Said Property as well as all side adjacent/contiguous properties which are included in aforesaid plots of land or which may be added in future (collectively **Other Properties**) belonging to third parties (collectively **Other Property Owners**). The Said Road although part of the Said Property, shall always be and be deemed to be outside the scope of transfer envisaged under this Agreement and the Developer and its transferees shall only be entitled to conditional right only of user and enjoyment on the Said Road in common with the Other Property Owners of the Other Properties (**User Rights**). Consequently, the expression Said Property wherever used in this Agreement shall be construed accordingly.
- 4.3 **Owners' Representations:** The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *in pendent* (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development of the Said Property (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or persons or firm or Company or any body (4) the Said Property is at present not affected by any requisition or acquisition or vesting of any authority or authorities under any law and/or otherwise (5) the Owners have good right, full power, absolute authority and indefeasible title to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 4.4 **Developer's Representations:** The Developer has represented and warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 4.5 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights in respect of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the sanctioned building plans to be obtained by the Developer (**Sanctioned Plans**, which includes all sanctioned/permisible modifications to be made thereto by the Developer, if any, from time to time) from the Bhadreswar Municipality and also other concerned authorities (collectively **Planning Authorities**) and prepared by the architect of the Developer.
- 4.6 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.
5. **Appointment and Commencement**
- 5.1 **Appointment:** The Owners had jointly appointed the Developer as the developer of the Said Property with right to execute the Project and such appointment was accepted by the Developer. The Parties being desirous to reiterate and record in writing the



  
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Kolkata  
25 MAR 2014

various terms and conditions based upon which such appointment and acceptance were made, are now executing this Agreement towards that effect.

- 5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from 1st August, 2013 and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

**6. Sanction and Construction**

- 6.1 **Sanction of Building Plans:** The Developer (at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction, modification and/or extension and/or addition of the building plans to ensure that full potential of FAR of the Said Property shall be utilized for construction of the New Buildings. It is clarified that, the Developer shall be responsible for obtaining all other approvals needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate) and all costs and fees for sanctions and clearances shall be borne and paid by the Developer.

- 6.2 **Architect and Consultants:** The Developer shall appoint architects and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

- 6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans. Further, it has been agreed between the Parties that, if necessary, for proper implementation of the Project the Developer at its sole discretion may construct the New Buildings in phased manner.

- 6.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the New Buildings within a period of 84 (eighty four) months from the date of obtaining of the Sanctioned Plans, with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 14 below (**Completion Time**).

- 6.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**) and other specified facilities.

- 6.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.

- 6.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

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Kolkata  
**25 MAR 2014**

- 6.3 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation to the Developer that may be necessary for successful completion of the Project.

## 7. Possession

- 7.1 **Possession of Said Property:** It has been agreed between the Parties that conditional upon the Developer obtaining the Sanctioned Plans from the Bhadreswar Municipality and also from the Planning Authorities, the Owners shall deliver *khata*, *varant*, physical and peaceful possession of the Said Property to the Developer for carrying out construction and other development related activities on the Project.

## 8. Powers and Authorities

- 8.1 **Power of Attorney With Regard to Sanctioned Plans and for Construction and Sale of Units:** The Owners shall collectively grant to the Developer and/or its nominees a Power of Attorney (**Said POA**) for (1) the purpose of getting the Sanctioned Plans revalidated/modified/alterd/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings on the Said Property and (2) construction of the New Buildings and booking and sale of the flats and saleable spaces (collectively **Units**) in the New Buildings to prospective purchasers (collectively **Transferees**). It has been agreed between the Parties that the powers and authorities granted to the Developer under the Said POA for construction of the New Buildings and booking and sale of the Units in the New Buildings to the Transferees, shall become operative after the Developer obtain the Sanctioned Plans from the Bhadreswar Municipality and other Planning Authorities.
- 8.2 **Further Acts:** Notwithstanding grant of the Said POA, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

## 9. Consideration

- 9.1 **Owners' Consideration:** It has been agreed between the Parties that each of the Owners shall be individually entitled to (1) a sum of Rs.1,00,000/- (Rupees one lac) per *unit* towards land owned individually by each of them in the Said Property (**Said Amount**) and (2) 1 (one) self contained residential flat/unit having super built-up area of approximately 800 (eight hundred) square feet, consisting of 2 (two) bedrooms, 1 (one) dining cum drawing room, 1 (one) kitchen and 2 (two) toilets, comprised in the New Buildings to be constructed on the Said Property (**Said Flat**). The Said Amount and the Said Flat are collectively **Individual Owner's Consideration**. The Service Tax, Works Contract Tax and any other taxes, applicable in respect of the Individual Owner's Consideration shall be borne and paid by the respective Owner as and when demanded by the Developer. Each of the Owners shall also be liable to pay all the extra charges, deposits, outgoings etc. in respect of the Said Flat provided individually to each of them in terms of this Agreement. The collective consideration of all the Owners in the Project is collectively defined as **Owners' Consideration** and such consideration shall be payable by the Developer to the Owners within a period of 18 (eighteen) months from the date of this Agreement. \*



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Kolkata.

25 MAR 2014

- 9.2 **Developer's Consideration:** The entire sale proceeds of the constructed areas of the Project **save and except** the constructed areas allotted to the Owners as a part of the Owners' Consideration in the manner mentioned in Clause 9.1 above **together with** undivided proportionate share in land comprised in the Said Property appertaining thereto, shall belong to the Developer (collectively **Developer's Consideration**).
- 9.3 **Developer's Rights:** In consideration of the Developer agreeing to pay and/or settle the Owners' Consideration to and/or in favour of the Owners, the Developer shall be entitled to develop the Said Property in the manner mentioned in this Agreement and shall be entitled to sell, transfer, encumber or otherwise alienate or dispose off any flat comprised in the Said Property to any third party at the sole discretion of the Developer **save and except** those flats that would be allotted to the Owners as a part of the Owners' Consideration in the manner mentioned in Clause 9.1 above and in the manner as may be deemed fit and proper by the Developer and to appropriate entire consideration thereof in the above manner without any other claim of any nature whatsoever of the Owners.

## 10. Obligations of Developer

- 10.1 **Compliance with Laws:** The development of the Said Property shall commence and the Said Property shall be developed as per the Sanctioned Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Transferees for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 10.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.

## 11. Obligations of Owners

- 11.1 **Co-operation with Developer:** The Owners jointly undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 11.2 **Act in Good Faith:** The Owners jointly undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 11.3 **Documentation and Information:** The Owners jointly undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 11.4 **No Obstruction in Dealing with Developer's Functions:** The Owners jointly covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

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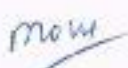
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Kolkata

25 MAR 2014



- 11.5 **Filling of Said Property:** The Owners jointly undertake to the Developer that land comprised in the Said Property shall be filled up to the road level at the cost and expenses of the Owners for proper implementation of the Project.
- 11.6 **Construction of Boundary Wall and Main Gate:** The Owners jointly undertake to the Developer that they shall jointly bear the entire cost and expenses towards construction of a brick built boundary wall with 6" (six feet) height along the periphery of the Said Property having a steel built main gate at the designated place prescribed by the Developer for proper implementation of the Project.
- 11.7 **No Obstruction in Construction:** The Owners hereby jointly covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.8 **No Dealing with Said Property:** The Owners hereby jointly covenant not to sell, let out, grant lease, mortgage and/or charge the Said Property or any portions thereof.
- 11.9 **Execution of Sale Agreements, Conveyances etc.:** The Owners hereby jointly covenant that the Owners at the request of the Developer shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the Project in favour of the Transferees and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Transferees.
- 11.10 **No Objection to Developer and/or to Transferees in Obtaining Loan by Mortgaging Said Property/Units:** The Owners hereby jointly covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Transferees shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.
- 12. Miscellaneous**
- 12.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 12.2 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises including the payment promises contained in this Agreement shall be the essence of this contract.
- 12.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 **Valid Receipt:** The Owners shall pass and/or issue valid receipts for all amounts paid under this Agreement.
- 12.5 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.







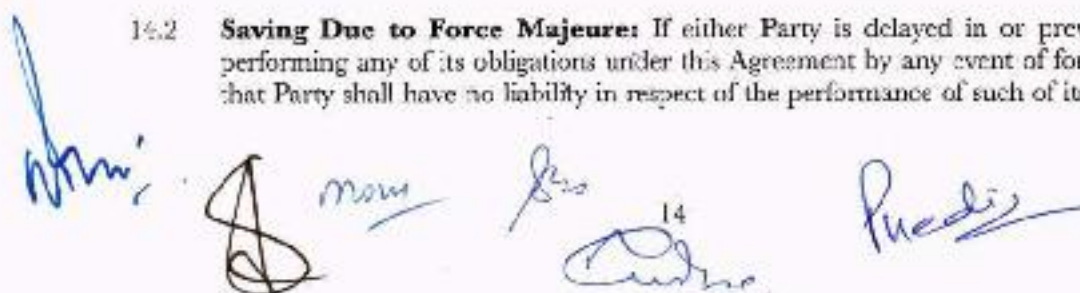
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25 MAR 2014

- 12.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 12.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 12.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 12.9 **Name of Project:** The name of the Project shall be such as may be decided by the Developer.
- 12.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.
- 12.11 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 13. Defaults**
- 13.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
- 14. Force Majeure**
- 14.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.
- 14.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations

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Kolkata

**25 MAR 2014**

as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

## 15. Counterparts

15.1 **All Originals:** This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties. The registered copy of this Agreement shall be retained by the Developer.

## 16. Severance

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

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

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

## 17. Reservation of Rights

17.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.

17.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

## 18. Notice

18.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid

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Kolkata

25 MAR 2014

recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Designated Partner of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

## 19. Arbitration

- 19.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 19.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- 19.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:
- 19.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed jointly by all the Owners.
- 19.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.
- 19.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.
- 19.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:
- 19.4.1 **Place:** The place of arbitration shall be Kolkata only.
- 19.4.2 **Language:** The language of the arbitration shall be English.
- 19.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
- 19.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.
- 19.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

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C. D. Saha



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25 MAR 2014



## 20. Jurisdiction

- 20.1 **Courts:** In connection with the aforesaid arbitration proceedings, only the District Judge, Hooghly and the High Court at Calcutta shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

### Schedule (Said Property)


Land classified as *basti* (homestead) measuring 279 (two hundred and seventy nine) *cottah* 8 (eight) *chittach* and 7 (seven) square feet, more or less, contained in L.R. *Dag* Nos. 898 and 900 (corresponding to R.S. *Dag* Nos. 1097/1228, 1229, 1100, 1101, 1102 and 1103), recorded in L.R. *Khatias* Nos. 4382, 4383, 4384, 4385, 4386, 4387, 4388, 4389, 4390, 4391, 4392, 4393, 4394, 4395, 4396, 4397, 4398, 4399, 4400, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4409, 4410, 4411, 4412, 4413, 4414, 4415, 4416, 4417, 4418, 4419, 4420, 4421, 4424, 4425, 4426, 4427, 4428, 4506 and 4547, *Mouza* Mankundu, J.L. No.9, Police Station Bhadreswar, within the limits of Ward No.20 of Bhadreswar Municipality, Sub-Registration District Chandannagore, District Hooghly and delineated and demarcated on the **Plan** annexed hereto and bordered in **Red** colour thereon and butted and bounded as follows:

- On the North** : By Municipal Road known as Khan Road  
**On the East** : By land belonging to R.S. *Dag* Nos. 1100, 1228, 1227, 1136, 1137 and 1138  
**On the South** : By land belonging to R.S. *Dag* No. 1225  
**On the West** : By land belonging to R.S. *Dag* Nos. 1134, 1135 and 1097


## 21. Execution and Delivery

- 21.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

**Samundar Retails Pvt. Ltd.**                      **Riddhiman Shoppers Pvt. Ltd.**  
**Shivangan Distributors Pvt. Ltd.**           **Laxmidhan Advisors Pvt. Ltd.**  
**Samundar Advisors Pvt. Ltd.**

  
 \_\_\_\_\_  
**Aloke Kumar Singhania**  
**[Authorized Director]**

**Swetang Commerce Pvt. Ltd.**                      **Swetang Tradelink Pvt. Ltd.**  
**Tricky Merchandise Pvt. Ltd.**                      **Yashmit Sales Pvt. Ltd.**  
**Yashmit Mercantile Pvt. Ltd.**                      **Laxmidhan Tradecom Pvt. Ltd.**  
**Dhanprayog Tradecom Pvt. Ltd.**

  
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**Mahesh Pansari**  
**[Authorized Director]**



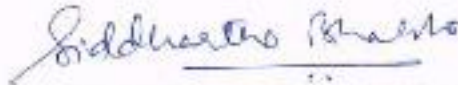
  
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Kolkata  
25 MAR 2014

Vamadev Agencies Pvt. Ltd.      Tricky Commodical Pvt. Ltd.  
Dayaswarup Commodical Pvt. Ltd.      Gajrup Commodical Pvt. Ltd.  
Durvish Shoppers Pvt. Ltd.      Geranium Tradelink Pvt. Ltd.  
Goodshine Advisors Pvt. Ltd.      Aadrika Commercial Pvt. Ltd.  
Aadrika Distributors Pvt. Ltd.      Dhanprayog Agencies Pvt. Ltd.  
PGE Info Solution Pvt. Ltd.



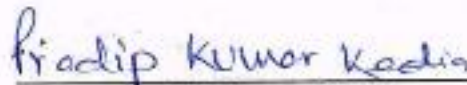
Sidharth Pansari  
[Authorized Director]

Overgrow Vyapaar Pvt. Ltd.      Jagvandana Commercial Pvt. Ltd.  
Shivbhakti Tradelink Pvt. Ltd.      Shivaasha Dealer Pvt. Ltd.  
Fane City Developers Pvt. Ltd.      Neelsimana Barter Pvt. Ltd.  
Endurance City Projects Pvt. Ltd.      Renew Developers Pvt. Ltd.  
Renew Infrastructure Pvt. Ltd.      Swaramahal Sales Pvt. Ltd.  
Kalashdhan Plot Managers Pvt. Ltd.



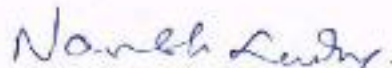
Siddhartha Bhalotia  
[Authorized Director]

Exulting City Developers Pvt. Ltd.      Liable Constructions Pvt. Ltd.  
Durable Real Estate Pvt. Ltd.      Choiceforce Plot Managers Pvt. Ltd.  
Dhanaasha Agencies Pvt. Ltd.      Zinnia Infrastructure Pvt. Ltd.  
Beatitude Housing Developers Pvt. Ltd.



Pradip Kumar Kedia  
[Authorized Director]

Royalpet Infrastructure Pvt. Ltd.      Swarnsathi Merchants Pvt. Ltd.  
Unlimited Developers Pvt. Ltd.      Campaign Construction Pvt. Ltd.  
Neelsimana Suppliers Pvt. Ltd.      Linkrose Vanijya Pvt. Ltd.



Naresh Kumar Ladha  
[Authorized Director]

[Owners]



Additional Registrar of Assurance - III  
Kolkata  
25 MAR 2014

**Primarc-Riya Projects LLP**

Siddhartha Bhattacha

**Designated Partner**

**[Developer]**

**Drafted by:**

De

Subhajit De, Advocate

**Witnesses:**

Signature

[Signature]

Name

Chitra De Chowdhury

Father's Name

Shri L.S. Chowdhury

Address

6A, Elgin Road,  
Bhowanipore, Kolkata - 70

Signature

Sanjib K. Ghosh

Name

SANJIB KUMAR GHOSH

Father's Name

Sri Nirmal Ghosh

Address

6A Elgin Road,  
2nd Floor, PS - Bhowanipore,  
Kolkata - 70020.



*[Handwritten signature]*  
Additional Registrar of Assurance - III  
Kolkata

**25 MAR 2014**

# Plan

**Primarc-Riya Projects LLP**

*Siddhartha Bhalotia*

**Designated Partner**

Samundar Retails Pvt. Ltd.  
Riddhiman Shoppers Pvt. Ltd.  
Shivangan Distributors Pvt. Ltd.  
Laxmidhan Advisors Pvt. Ltd.  
Samundar Advisors Pvt. Ltd.

*more signature*

**Alok Kumar Singhania**  
[Authorized Director]

Swetang Commerce Pvt. Ltd.  
Tricky Merchandise Pvt. Ltd.  
Yashmit Mercantile Pvt. Ltd.  
Swetang Tradelink Pvt. Ltd.  
Yashmit Sales Pvt. Ltd.  
Laxmidhan Tradecom Pvt. Ltd.  
Dhanprayog Tradecom Pvt. Ltd.

**Maresh Pansari**  
[Authorized Director]

Vansudev Agencies Pvt. Ltd.  
Dayaswarup Commodal Pvt. Ltd.  
Durvish Shoppers Pvt. Ltd.  
Goodshine Advisors Pvt. Ltd.  
Andrika Distributors Pvt. Ltd.  
Tricky Commodal Pvt. Ltd.  
Gajrup Commodal Pvt. Ltd.  
Geranium Tradelink Pvt. Ltd.  
Andrika Commercial Pvt. Ltd.  
Dhanprayog Agencies Pvt. Ltd.  
PGE Info Solution Pvt. Ltd.

**Siddhartha Pansari**  
[Authorized Director]

Exulting City Developers Pvt. Ltd.  
Durable Real Estate Pvt. Ltd.  
Dhanaasha Agencies Pvt. Ltd.  
Liable Constructions Pvt. Ltd.  
Choiceforce Plot Managers Pvt. Ltd.  
Ziania Infrastructure Pvt. Ltd.  
Beatitade Housing Developers Pvt. Ltd.

*Pradip Kumar Kedia*

**Pradip Kumar Kedia**  
[Authorized Director]

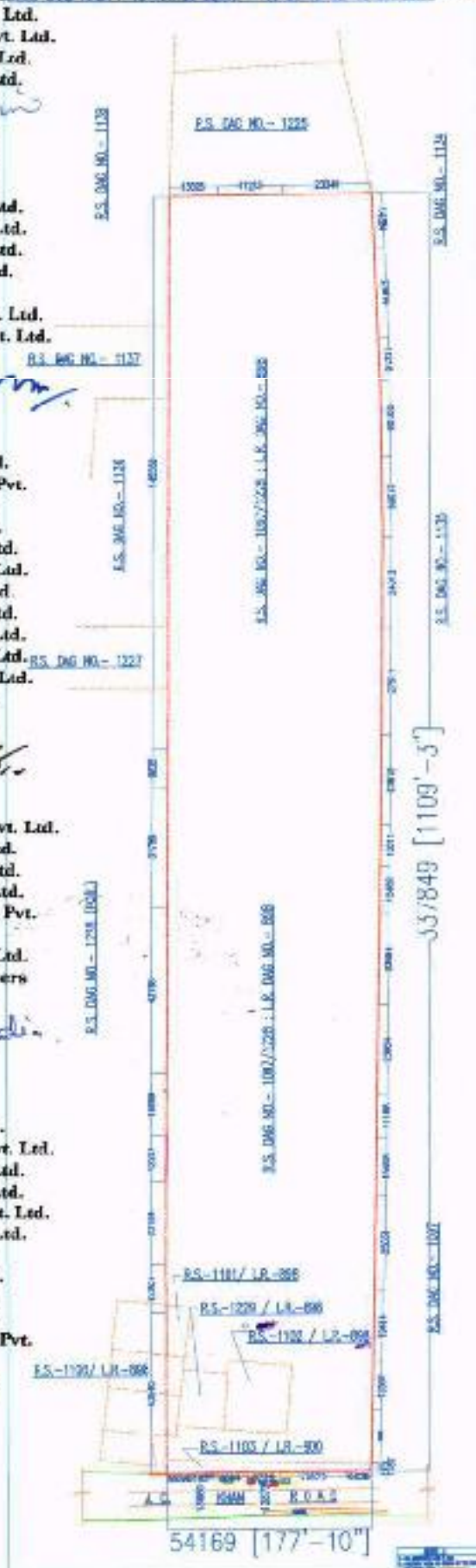
Overgrow Vyapaar Pvt. Ltd.  
Jagvandana Commercial Pvt. Ltd.  
Shivbhakti Tradelink Pvt. Ltd.  
Fane City Developers Pvt. Ltd.  
Endurance City Projects Pvt. Ltd.  
Renew Infrastructure Pvt. Ltd.  
Shivaasha Dealer Pvt. Ltd.  
Neelsimana Barter Pvt. Ltd.  
Renew Developers Pvt. Ltd.  
Swarnmahal Sales Pvt. Ltd.  
Kalashidhan Plot Managers Pvt. Ltd.

*Siddhartha Bhalotia*

**Siddhartha Bhalotia**  
[Authorized Director]

NEED PLAN OF L. P. DAG NO. - 888 & 900,  
PART OF R.S.DAG NO. - 1097/1226, 1229, 1100, 1101, 1102, 1103  
MOUZA - MAWKUNDAL P.S. - BHADRINWAR  
DISTRICT - HOSUR  
SCALE - 1 : 500

DEED LAND AREA - 18719.158 sq.mt. = 13 b. 19 a. 12 ch. 29.5




Royalper Infrastructures Pvt. Ltd.  
Unlimited Developers Pvt. Ltd.  
Neelsimana Suppliers Pvt. Ltd.  
Swarnsathi Merchants Pvt. Ltd.  
Campaign Construction Pvt. Ltd.  
Tinkrose Vanijya Pvt. Ltd.

*Narash Kumar*

**Narash Kumar**  
[Authorized Director]



  
Additional Registrar of Assurance • III

Kolkata

25 MAR 2014





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

Endorsement For Deed Number : I - 01276 of 2014  
(Serial No. 04000 of 2014 and Query No. 1903L000005706 of 2014)

On 25/03/2014

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

Presented for registration at 14.50 hrs on 25/03/2014, at the Private residence by Siddhartha Bhalotia ( Developer) ,Claimant.

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

Execution is admitted on 25/03/2014 by

1. Alok Kumar Singhania

Director, Samundar Retails Private Limited, 17, S. P. Mukherjee Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700025.

Director, Riddhiman Shoppers Private Limited, 17, S. P. Mukherjee Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700025

Director, Shivangan Distributors Private Limited, 17, S. P. Mukherjee Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700025.

Director, Laxmidhan Advisors Private Limited, 17, S. P. Mukherjee Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700025.

Director, Samundar Advisors Private Limited, 17, S. P. Mukherjee Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700025.

By Profession : Others

2. Mahesh Pansari

Director, Swetang Commerce Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.

Director, Swetang Tradelink Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.


Director, Tricky Merchandise Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.

Director, Yashmit Sales Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.

Director, Laxmidhar Tradecom Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.

Director, Dhanprayog Tradecom Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.

By Profession : Others

  
Additional Registrar of Assurance - II  
Kolkata

- 1 APR 2014

( Sanatan Maity )

ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 1 of 5






**Government Of West Bengal**  
**Office Of the A.R.A. - III KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01276 of 2014**  
**(Serial No. 04000 of 2014 and Query No. 1903L000005706 of 2014)**

3. Sidharth Pansari  
Director, Vamadev Agencis Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, Tricky Commedeal Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, Dayaswarup Commedeal Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, Gajrup Commedeal Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, Durvish Shoppers Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin : 700020.
- Director, Gerarium Tradelink Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, Goodshine Advisors Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, Aadrika Commercial Private Limited, 5 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin : 700020.
- Director, Dhanprayog Agencies Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- Director, P G E Info Solution Private Limited, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.
- , By Profession : Others

  
Additional Registrar of Assurance - III  
Kolkata

- 1 APR 2014

( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 2 of 5





**Government Of West Bengal**  
**Office Of the A.R.A. - III KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01276 of 2014**  
**(Serial No. 04000 of 2014 and Query No. 1903L000005706 of 2014)**

4. Siddhartha Bhalotia  
Director, Overgrow Vyapaar Private Limited, 27, Biplabi Trailakya Maharaj Sarani, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.
- Director, Jagvandana Commercial Private Limited, 27, Biplabi Trailakya Maharaj Sarani, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.
- Director, Shivbhakti Tradelink Private Limited, 53/4, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.
- Director, Shivaasha Dealer Private Limited, 84 A, C. R. Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.
- Director, Fane City Developers Private Limited, 53/4, Priya Nath Micya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.
- Director, Neelsimana Barter Private Limited, 53/4, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.
- Director, Endurance City Projects Private Limited, 27, Brabourne Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.
- Director, Renew Developers Private Limited, 84 A, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.
- Director, Renew Infrastructure Private Limited, 84 A, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.
- Director, Kalashdhan Plot Managers Private Limited, 53/, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.
- Director, Swarnmahal Sales Private Limited, 84 A, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.
- , By Profession : Others

  
Additional Registrar of Assurance - III  
Kolkata

- 1 APR 2014

( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III






**Government Of West Bengal**  
**Office Of the A.R.A. - III KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01276 of 2014**  
**(Serial No. 04000 of 2014 and Query No. 1903L000005706 of 2014)**

5. Pradip Kumar Kedia  
Director, Exulting City Developers Private Limited, 84, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.  
  
Director, Liable Constructions Private Limited, 27, Brabourne Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.  
  
Director, Durable Real Estate Private Limited, 27, Brabourne Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.  
  
Director, Choiceforce Plot Managers Private Limited, 53/4, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.  
  
Director, Dhanaashaa Agencies Private Limited, 84 A, C. R. Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.  
  
Director, Zinnia Infrastructure Private Limited, 53/4, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.  
  
Director, Beatitudo Housing Developers Private Limited, 27, Brabourne Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.  
, By Profession : Others
6. Naresh Kumar Ladha  
Director, Royalpet Infrastructure Private Limited, 84 A, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.  
  
Director, Swarnsathi Merchants Private Limited, 84 A, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.  
  
Director, Unlimited Developers Private Limited, 27, Brabourne Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.  
  
Director, Campaign Construction Private Limited, 27, Brabourne Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700001.  
  
Director, Neelsimana Suppliers Private Limited, 53/4, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.  
  
Director, Unkrose Vanijya Private Limited, 53/4, Priya Nath Midya Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700056.  
, By Profession : Others
7. Siddhartha Bhalotia ( Developer)  
Director, Primarc- Riya Projects L L P, 6 A, Elgin Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700020.  
, By Profession : Others

  
Additional Registrar of Assurance - III  
Kolkata

- 1 APR 2014

( Sanatan Maity )

**ADDITIONAL REGISTRAR OF ASSURANCE-III**

EndorsementPage 4 of 5







**Government Of West Bengal**  
**Office Of the A.R.A. - III KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 01276 of 2014**  
**(Serial No. 04000 of 2014 and Query No. 1903L000005706 of 2014)**

Identified By Swapan Kar, son of R. N. Kar, 7 C, K. S. Roy Road, Kolkata, District:-, WEST BENGAL, India, Pin : 700001, By Casta: Hindu, By Profession: Service.

( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

**On 26/03/2014**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-15,65,25,442/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as Impresive Rs.- 10/-

( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

**On 01/04/2014**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 307555/- is paid , by the draft number 295982, Draft Date 31/03/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 01/04/2014

( Under Article : B = 307450/- , E = 21/- , J = 55/- , M(a) = 25/- , M(b) = 4/- on 01/04/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 75021/- is paid , by the draft number 295981, Draft Date 31/03/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 01/04/2014

( Sanatan Maity )  
ADDITIONAL REGISTRAR OF ASSURANCE-III

*(Signature)*  
Additional Registrar of Assurance - III  
Kolkata

1 APR 2014

( Sanatan Maity )

ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 5 of 5



**SPECIMEN FORM TEN FINGER PRINTS**

Sl. No.	Signature of the executants and/or
---------	------------------------------------



Siddhartha  
Bhakta

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



*[Signature]*

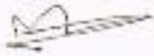
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



*[Signature]*

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



  
Additional Registrar of Assurance - II  
Kolkata

25 MAR 2014

**SPECIMEN FORM TEN FINGER PRINTS**

Sl. No. Signature of the executants and/or purchaser Presentants



*Manoj Singh*

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



*Pradip Kumar Kachri*

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



*Naveesh Kumar*

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



**Additional Registrar of Assurance - III**  
Kolkata

**25 MAR 2014**



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**Between**

**Samundar Retails Pvt. Ltd. & Ors.  
... Owners**

**And**

**Primarc-Riya Projects LLP  
... Developer**

**AGREEMENT**

Land Comprised In  
L.R. Dug Nos. 898 and 900  
Mouza Mankhunda  
Police Station Bhadreswar  
District Hooghly

**Saha & Ray**  
Advocates  
3A/1, 3<sup>rd</sup> floor  
Hassings Chambers  
7C, Kiran Sankar Roy Road  
Kolkata-700001

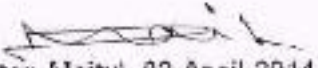




Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 3  
Page from 3642 to 3671  
being No 01276 for the year 2014.



  
(Sanatan Maity) 02-April-2014  
ADDITIONAL REGISTRAR OF ASSURANCE-III  
Office of the A.R.A. - III KOLKATA  
West Bengal

4/4/14