



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 556916

THIS AGREEMENT made this ~~04th~~ day of **July**, Two Thousand **Fourteen**,
BETWEEN (1) **DEITY VANIJYA PRIVATE LIMITED**, an existing
company under the Companies Act, 2013, having CIN-
U51909WB2006PTC112046, having PAN-AACCD5552B, having its
registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station -
Hare Street, Post Office - Esplanade, represented through its Director
Mr. Sanjib Das, son of Narayan Chandra Das, having DIN-06811113, (2)
CARNIVAL TIE-UP PRIVATE LIMITED, an existing company under the
Companies Act, 2013, having CIN-U51909WB2006PTC112215, having
PAN-AADCC0145N, having its registered office at 11, Crooked Lane,
Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade,
represented through its Director Mr. Samir Das, son of Narayan Chandra
Das, having DIN-06811193, (3) **MERCY VYAPAAR PRIVATE LIMITED**,
an existing company under the Companies Act, 2013, having CIN-
U51909WB2006PTC112045, having PAN- AAECM9807G, having its

registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Ms. Saileena Sarkar, Daughter of Late Sudhir Chandra Sarkar, having DIN-06963882, (4) **DEBONAIR VYAPAAR PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112239, having PAN-AACCD5553A, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Arun Kumar Banerjee, son of Madhusudan Banerjee, having DIN-07144870, (5) **DAFFODIL VANIJYA PRIVATE LIMITED** an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112216, having PAN-AACCD5077F, having its registered office at 11 Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Arun Kumar Banerjee, son of Madhusudan Banerjee, having DIN-07144870, (6) **MAINSTREAM VYAPAAR PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112214, having PAN-AAECM9808K, having its registered office at 11 Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Sanjib Das, son of Narayan Chandra Das, having DIN-C6811113, (7) **STARWART TIE-UP PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112249 having PAN-AAKCS6381H, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Sanjib Das, son of Narayan Chandra Das, having DIN-06811113, (8) **BLUEBELL DEALCOM PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112252, having PAN-AADCBO735B, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Samir Das, son of Narayan Chandra Das, having DIN-06811193, (9) **DAISY DEALERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112248, having PAN-AACCD5555G, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Arun Kumar Banerjee, son of Madhusudan Banerjee, having DIN-07144870, (10) **FALCON TIE-UP PRIVATE LIMITED**, an existing company under the Companies Act 2013, having CIN-U51109WB2005PTC104638, having PAN-AABCF0143P, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Arvind Das Mundhra, son of Badri Das Mundhra, having DIN-00493512, (11) **SADBHAWNA DEALERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC109437, having PAN-AAKCS6043G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, Shree Ballabh Kothari, having DIN-02226494, (12) **SAMBODHAN ADVISORY PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U74140WB2006PTC109436, having PAN-AAKCS5152R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Bhanwar Lal Sarma son of Bihari Lal Sarma, having DIN-07075082, (13) **SHIVGANGA VANIJYA PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109435, having PAN-AAKCS5044B, having its

registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-05809964, **(14) SAHANSHIL TRADELINK PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109440, having PAN-AAKCS5123K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(15) BRIJWASI SUPPLIERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109088, having PAN-AADCB0386L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(16) UNNATI SUPPLIERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109080, having PAN-AAACU8728L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office-New Market, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-06809964, **(17) NISHAKAR MARKETING PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109087, having PAN-AACCN4382P, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Bhanwar Lal Sarda son of Bihari Lal Sarda, having DIN-07075082, **(18) BRIJWASI MARKETING PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109386, having PAN- AADCB0387M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Bhanwar Lal Sarda son of Bihari Lal Sarda, having DIN-07075082, **(19) SAHANBHOTI DEALER PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109364, having PAN- AAKCS5055J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(20) SURAKSHIT SUPPLIERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109367, having PAN- AAKCS5046D, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-06809964, **(21) UNNATI VYAPAR PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110787, having PAN- AAACU8729M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Bhanwar Lal Sarda son of Bihari Lal Sarda, having DIN-07075082, **(22) SUGANDH MERCANTILE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110790, having PAN- AAKCS5045A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-06809964, **(23) SHIVDHARA AGENCY PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-

U51109WB2006PTC110784, having PAN- AAKCS5126N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Sanjib Paul, son of Shyam Surdar Paul, having DIN- 06972849, **(24) TROPEX MERCANTILE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110788, having PAN- AACCT5946M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(25) CONCORD VYAPAAR PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110781, having PAN- AACCT9791R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(26) WONDER DISTRIBUTOR PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110800, having PAN- AYACW6829L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Sanjib Paul, son of Shyam Surdar Paul, having DIN- 06972849, **(27) PANGHAT MERCANTILE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110799, having PAN- AAEC21300M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(28) CHIRAG VINMAY PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110791, having PAN- AACCT9789K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(29) ALISHAN DEALER PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110786, having PAN- AAGCA1D45G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(30) EVERLIKE BARTER PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110789, having PAN- AABCE7032L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(31) GCODEOPE COMMERCIAL PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110783, having PAN- AACCG7538G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(32) TRIMUDRA VANIJYA PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110785, having PAN- AACCT5348F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-06809964, **(33) SNEHIL MERCANTILE PVT. LTD.**,

an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC11C797, having PAN- AAKCS5052R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(34) SAGUN MARKETING PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC11C798, having PAN- AAKCS5124Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(35) APNAPAN MERCHANDISE PVT.LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC11C782, having PAN- AAGCA1000M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(36) SAHANSIL AGENCIES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC11C793, having PAN- AAKCS5051N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(37) SATYAM DEALERS PVT.LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC11C794, having PAN- AAKCS5278H, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(38) SUNDRAM VANIJYA PVT.LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC11C795, having PAN- AAKCS5122J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(39) MANOAL MARKETING PVT.LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110788, having PAN- AAECM989K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(40) CHAMPAK VYAPAR PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110676, having PAN- AACCC9788J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(41) DESIRE TRADES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110679, having PAN- AACCD5221F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Kripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(42) MAINA VINIMAY PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC110671, having PAN- AAECM9195M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(43) PORTABLE DEALING PVT. LTD.**,

an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110678, having PAN- AAECPI266A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Eripali Mahto, son of Late Naro Mahto, having DIN- 06972678, **(44) FRITAM DEALING PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110675, having PAN- AAECPI263F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02225494, **(45) PURNIMA VYAPAAR PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110672, having PAN- AAECPI354R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Sanjib Paul, son of Shyam Sundar Paul, having DIN 06972849, **(46) SURFACE VYAPAAR PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110670, having PAN- AAKCS5053Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Sanjib Paul, son of Shyam Sundar Paul, having DIN 06972849, **(47) VEDANT COMMERCIAL PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110668, having PAN- AACCV3955A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-06809964, **(48) MATA JI MERCHANTS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110677, having PAN- AAECM9220H, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700087, Police Station - New Market, Post Office -New Market, represented through its Director Mr. Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(49) ECO VANIYA PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN U51900WB2006PTC107496, having PAN. A*BCE6556B, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata -700 087, represented through its Director Mr Sanjib Paul, son of Shyam Sundar Paul, having DIN 06972849, **(50) PARADISE SUPPLIERS PVT.LTD.**, an existing company under the Companies Act, 2013, having CIN U51109WB2005PTC104659, having PAN. AADCP8436H, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata -700 087, represented through its Director Mr Mukesh Kumar Kothari, son of Shree Ballabh Kothari, having DIN-02226494, **(51) CHARMS MERCHANTS PVT.LTD.**, an existing company under the Companies Act, 2013, having CIN U51109WB2005PTC104609, having PAN AACC9024H, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata-700 087, represented through its Director Mr. Sanjib Paul, son of Shyam Sundar Paul, having DIN 06972849, **(52) MARVELLOUS NIRMAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U45200WB2006PTC1119C5, having PAN-AAFCM0643R, having its registered office at 11, Crooked Lane,Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Samir Das, son of Narayan Chandra Das. having DIN-06811193,

(53) PARAMOUNT NIRMAN PVT. LTD., an existing company under the Companies Act, 2013, having CIN- U45200WB2006PTC111908, having PAN- AAACP2516R, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Samir Das, son of Narayan Chandra Das, having DIN-06811193, **(54) PILLAR REALTORS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45200WB2006PTC111907, having PAN- AAACP2517Q, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Churni Lal Gupta, having DIN-06983314, **(55) TRIVENI PROMOTERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45200WB2006PTC111904, having PAN- AACCT6657K, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Churni Lal Gupta, having DIN-06983314, **(56) ASTER SALES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111759, having PAN- AAGCA3093G, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Churni Lal Gupta, having DIN-06983314, **(57) A TO Z TRADECOMM PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC112749, having PAN- AAGCA2838P, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Samir Das, son of Narayan Chandra Das, having DIN-06811193, **(58) ASTER SUPPLIERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111764, having PAN- AAGCA3094B, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Samir Das, son of Narayan Chandra Das, having DIN-06811193, **(59) MUKUND COMMODITIES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC112748, having PAN- AAFPM0458G, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Churni Lal Gupta, having DIN-06983314, **(60) CHIRAG BARTER PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC112746, having PAN- AADCC0565A, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Samir Das, son of Narayan Chandra Das, having DIN-06811193, **(61) MUKUND VANIJYA PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC112890, having PAN- AAFPM0459H, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Churni Lal Gupta, having DIN-06983314, **(62) A TO Z VANIJYA PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC112747, having PAN- AAGCA2839N, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Churni Lal Gupta, having DIN-06983314, **(63) AJANTA DEALCOMM PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC112891, having PAN- AAGCA2837C, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade.

represented through its Director Mr. Samir Das, son of Narayan Chandra Das, having DIN-06811193, **(64) SUGANDH DEALER PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109442, having PAN- AAKCS0438B, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Ajay Gupta, son of Chunni Lal Gupta, having DIN-06983314, **(65) JAGKALYAN MARKETING PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109924, having PAN- AABCJ7022P, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Shree Kumar Damani, son of Bhairun Dass Damani, having DIN-06809964, **(66) HMSAFAR DISTRIBUTORS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC109925, having PAN- AABCH7200F, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Sanjiv Das, son of Narayan Chandra Das, having DIN-06811113, **(67) ELEGANT HEIGHTS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45200WB2006PTC112155, having PAN- AABCE7399G, having its registered office at 7, Chittaranjan Avenue, Kolkata - 700 072, Police Station - Bowbazar, Post Office - Princep Street, represented through its Director Mr. Ajay Gupta, son of Chunni Lal Gupta, having DIN-06983314, **(68) S.P.NIRMAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70101WB2006PTC110629, having PAN- AAKCS8526J, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Arvind Das Mundhra, son of Badri Das Mundhra, having DIN-00493512, **(69) SURLOK VANIYA PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN-U51109WB2008PTC122619, having PAN- AAMCS9671A, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station - Hare Street, Post Office - Esplanade, represented through its Director Mr. Goutam Kar, son of Palash Ranjan Kar, having DIN- 07082591, **(70) DHANISHTA APARTMENTS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2010PTC1445573, having PAN- AADCD4160C, having its registered office at 7, Chittaranjan Avenue, Kolkata - 700 072, Police Station - Bowbazar, Post Office - Princep Street, represented through its Director Ms. Sallena Sarkar, Daughter of Late Sudhir Chandra Sarkar, having DIN-06963882, **(71) KRITARHA REAL ESTATE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70200WB2010PTC144613, having PAN- AADCK9147L, having its registered office at 7, Chittaranjan Avenue, Kolkata - 700 072, Police Station - Bowbazar, Post Office - Princep Street, represented through its Director Mr. Sarvesh Kumar Singh, son of Udit Narayan Singh, having DIN- 05984637, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **ONE PART AND SALARPURIA SIMPLEX DWELLINGS LLP**, a limited liability partnership duly registered under the Limited Liability Partnership Act, 2008, having its registered office at Premises No. 7, C.R. Avenue, Third Floor, Kolkata-700 072, having PAN. ABUFS2750G, represented by its Designated Partner **Mr. Apurva Salarpuria**, son of Late Rakesh Salarpuria, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other partner or partners who may be taken

in or admitted for the benefit of the said partnership business) of the **OTHER PART**

WHEREAS:

A. The Owners are seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 183 Cottars equivalent to 303 dcmls. be the same or a little more or less situate lying at Mouja Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 525/559, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1195, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No.9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, District North 24-Parganas, Kolkata-700 136 more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **said land**).

B. The parties have agreed to commercially exploit the said land by developing the same and constructing and erecting a residential cum commercial complex comprising of various bungalows/villas/row houses (herein after referred to as the **said project**) on the terms and conditions recorded herein.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temp. Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Developer.

ARCHITECT - shall mean such person or Association of persons or Company either in India or overseas or both who may be appointed by the Developer as the Architect for the Project.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any Association registered under the West Bengal Apartment Ownership Act, 1971 or a Committee or registered Society or a trust as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include internal and external passages, passage-ways, pump house, overhead and underground water tank, water pump and motor, drive-ways, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the Complex including those mentioned in the **Second Schedule** hereunder written, which may be decided and

provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purposes including those mentioned in the **Third Schedule** hereunder written, to be contributed, borne, paid and shared by the transferees from the date of delivery of possession of units in their favour or provisional or partial Completion Certificate being obtained by the Developer, whichever is earlier. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLEX - shall mean, the Complex consisting various bungalows/ villas and row houses with open areas and other facilities to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

CO-TRANSFEREE - according to the context shall mean all the prospective or actual transferees who would agree to purchase or acquire or take on rent or lease any villa or row house in the Complex and for all unsold villas and row house shall mean the Developer.

DEVELOPER'S ALLOCATION - shall mean the **75% (seventy five per cent)** of the Gross Sales Revenue of the saleable areas of the Project to be constructed on the said land.

DATE OF COMPLETION - shall mean the date to be certified by the Architect on which the Development shall be deemed to be completed to the reasonable satisfaction of the Architect.

DEPOSITS/EXTRA CHARGES/TAXES - shall mean and include common expenses/maintenance deposits, club charges, municipal tax deposit, sinking fund deposit, WBSEDCL deposits, generator charges or any other deposits or charges as would be decided by the Developer and other amounts as would be fixed by the Developer and to be deposited/paid by the transferees of the units to the Developer.

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, lightning, storm, fire, explosion, earthquakes, subsidence, structural damage, epidemic or

other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, terrorist action, civil commotion, 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.

GROSS SALES REVENUE - shall mean and include all the amounts to be received by the Developer towards consideration for the sale and/or transfer in any manner of various villas and row houses and common services and amenities charges, in the proposed Project BUT shall not include the VAT, service tax, or any other present and future tax payable on such sale, as applicable, collection of various extras and deposits mentioned hereunder, club membership fees, stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers..

MAINTENANCE-IN-CHARGE - shall mean any outside agency to be appointed by the Developer under this Agreement for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the complex to any transferee or tenant or licensee or lessee as the case may be for owning or occupying any villa/ row house and/or constructed space by the Developer.

NEW BUILDINGS - shall mean the new row houses /villas to be constructed, erected and completed in accordance with the Plan on the said land.

OWNERS' ALLOCATION - shall mean the 25% (twenty five per cent) of the Gross Sales Revenue of the saleable areas of the Project to be constructed on the said land.

PLAN - shall mean the plan to be sanctioned by Rajarhat- Gopalpur Municipality Together with all modifications and/or alterations thereto from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex provided that where it refers to the share of any transferee or any Co-transferee in the rates and/or taxes amongst the Common Expenses, then, such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the Unit.

SAID PROJECT - shall mean and include the development of the entirety of the said land in terms of this Agreement and will comprise Row Houses/Villas, Club, Jogging Track and other facilities and/or amenities to be provided by the Developer in the complex.

SAID LAND - shall mean All That the piece and parcel of land containing an area of 183 Cottahs equivalent to 303 dechis, be the same or a little more or less situate lying at Mouja Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 525/559, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1250, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No.9, within the municipal limits of Rajarhat-Gopaiapur Municipality, Police Station Airport, District North 24-Parganas, Kolkata-700 136 more fully and particularly described in the **First Schedule** hereunder written.

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the said land underneath the row house/villa, as in the context would become applicable.

SPECIFICATION - shall mean the specification for the said Complex as mentioned in the **Fourth Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the original documents of title of the Owners in respect of the said land.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in a building complex to the transferees thereof as per law.

TRANSFEREES/PURCHASERS - according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or lease or shall have acquired or taken on rent or lease any row house and/or villa in the Complex and for all unsold row house and/or villas shall mean the Developer.

1. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided-

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

2 APPOINTMENT AND COMMENCEMENT:

- 2.1 The Owners hereby appoint the Developer as the sole and exclusive Developer of the said land and the Developer hereby accepts such appointment. By virtue of such appointment, the Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the said land by (1) constructing the New Buildings, (2) dealing with the spaces in the New Building(s) according to its allocation and according to the marketing format.
- 2.2 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated herein.
- 2.2 This Agreement shall not be terminated by any of the parties hereto unless agreed upon between both the parties in writing.

3 OWNERS' REPRESENTATIONS:

Owners have represented and warranted to the Developer as follows:-

- (a) Owners are seized and possessed of and well and sufficiently entitled to the said land. No person other than the Owners has any right, title and/or interest of any nature whatsoever in the said land or any part thereof.
- (b) Save and except what has been stated in this Agreement, the Owners have not entered into any other Agreement for sale or transfer or development in respect of the said land or any part thereof.
- (c) Owners have full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

(d) The entirety of the said land is in the khas, vacant, peaceful and absolute possession of the Owners and no person or persons other than the Owners has any right of occupancy, easement or otherwise on the said land or any part thereof.

(e) Subject to what has been stated in this Agreement, Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the said land.

4. **DEVELOPER'S REPRESENTATION:** The Developer has represented and warranted to the Owners as follows:

a. The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.

b. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5. **POSSESSION:**

5.1 Simultaneously with the execution of this Agreement, the Owners have in part performance hereof allowed the Developer exclusive license to enter into the said land and handed over the physical possession thereof to the Developer.

6. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

6.1 The Parties have mutually decided the scope of the Project, that is, the development of the said land by construction of the New Buildings thereon and commercial exploitation thereof. The Developer shall at its sole discretion construct the New Buildings for residential use.

6.2 In consideration of the Developer agreeing to construct and complete the New Buildings as per agreed specification, the Owners agree to transfer the proportionate, undivided and impartible share in the said land in favour of the Developer or the transferees/intending purchasers as to be attributable to the buildings in the complex.

6.3 The Developer shall develop the said land on a Revenue Sharing basis, i.e. in consideration of the Owner granting and assigning the development rights of the said land to the Developer, the Developer shall pay 25% (twenty five percent) of the Gross Sales Revenue to the Owners, subject to such deductions/arrangement hereinafter stipulated towards other deposits. In other words the Developer shall be entitled to 75% (seventy five percent) of the Gross Sales Revenue generated out of the project to be received from time to time.

6.4 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for alteration of plan would be obtained by the Developer at its own cost and expenses.

- 6.5 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above.
- 6.6 The Owners shall rectify any defect in the title, if there be any, and resolve any dispute in connection to the said land at its own costs and expenses.
- 6.7 The Owners shall cause the said land raised upto the road level at their own costs and expenses. In case of any subsidence of land the Developer shall notify the Owners and in the event the Owners fail and/or neglect to raise the level further with additional soil within the notice period, then the Developer shall take steps to raise the level as required at the cost and expenses of the Owners.

7. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**

- 7.1 The Owners hereby authorize the Developer to appoint the Architects and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.
- 7.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the New Buildings in pursuant to the plan sanctioned by sanctioning authorities and as per the specifications mentioned in the **Fourth Schedule** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 7.3 The Developer shall start the foundation work, that is, commencement of work of the New Buildings at site within 90 (ninety) days from the commencement date and compliance of other obligations of the Owners under this agreement (commencement of construction) and the Developer shall construct, erect and complete the New Buildings within a maximum period of 48 (forty eight) months from the date of commencement of construction subject to force majeure, with a grace period as may be agreed upon between the parties from time to time.
- 7.4 The Developer shall at its own costs install and erect in the New Buildings, pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.

- 7.5 The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 7.6 The Developer shall have the plan for the New Building(s) in the said project prepared by the Architect and the costs and expenses for the same shall be borne by the Developer. The Developer shall have the same sanctioned by Rajarhat-Gopalpur Municipality or from the Sanctioning Authority for the time being in the name of the Owners at its costs and expenses.
- 7.7 All permissions, approvals, sanctions, no-objections and other statutory formalities for pre-sanction of plan would be obtained by the Developer at its costs and expenses.
- 7.8 The Developer shall have the right to make any permissible variation, modification, alteration or addition to or deletion from the Plan as it may deem necessary, use any materials in substitution for those agreed upon or deviate from the design as may be necessary to form part of the Complex, which all above shall be done as per the recommendation of the Architect. If a fresh plan is required to be prepared the same shall be arranged for by the Developer and have the same sanctioned by Rajarhat-Gopalpur Municipality or any other competent authority as applicable.
- 7.9 The Owners or their authorized representative shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within the 7th day of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.

8. **POWERS AND AUTHORITIES:**

- 8.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer to be the true and lawful attorney of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said land:
- (a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
 - (b) To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the sanctioned Plan.
 - (c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.

- (d) To apply for modifications of the Plan from time to time as may be required.
- (e) To apply for 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 Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- (f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- (g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- (h) After completion of the construction of the New Buildings or any Phase, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (i) To enter into agreements for sale / lease / rent of the bungalows/row houses/villas/any portion of constructed spaces etc. in the complex along with share of land in the plot with right of use of common areas like roads, paths, S.T.P etc, on such terms and conditions as the Developer may think fit and proper.
- (j) To execute from time to time deeds of transfer of spaces comprised in the projects along with or without the corresponding undivided share in the said land, to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- (k) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deems appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land and not relating to the title of the Owners (which shall be the responsibility of the Owner) in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the

Developer strictly only in cases where such litigation would touch or concern the instant development project at its own cost. However, all such acts mentioned herein are to be done in consultation with the Owners.

- (l) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

8.2 The Owners hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

8.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

8.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that it shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 days of the request being made and the documents being made available to the Owners.

9. **DEPOSITS AND FINANCIALS:**

9.1 All extras and deposits received from the Transferees/ Intending Purchasers shall be received, kept and/or appropriated by the Developer and the Owner shall not have any claim over or in respect of the same.

9.2 The Developer and the Owner will realize the Gross Sales Revenue in the pre-decided revenue sharing ratio.

9.3 The Developer for the purpose of achieving financial closure of the Project, may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker)

9.4 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.

10. **DEALING WITH SPACES IN THE NEW BUILDINGS:**

10.1 The format for the Agreement for Sale or Conveyance, or Deed or Agreement for disposal or Transfer or letting cut shall not be contradictory to each other portions and an uniformity shall be maintained. If possible, such format shall be prepared by the respective Advocates jointly and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

- 10.2 The Developer shall solely determine the first basic price for lease, sale, sub-lease and dispose of the land in the new building(s) to be developed by the Developer on the said land. The Owners shall not sale or transfer or deal with or dispose of any space in the new building at the rate lower than the rate at which the Developer disposes of its allocation.

11. MUNICIPAL TAXES AND OUTGOINGS:

- 11.1 Neither party shall be liable for any income tax, wealth tax or any other taxes in respect of other party's share in any manner whatsoever and either party shall keep the other safe, harmless and indemnified against such liability, interest, penalty or surcharge of any nature whatsoever and all actions, suits, proceedings, claims demands, costs, charges and expenses therefor.
- 11.2 All taxes, liabilities in relation to the development of the said land namely sales tax, works contract tax, service tax, VAT and other dues shall be paid by the Developer.
- 11.3 The Parties and their respective nominee/nominees/transferees shall punctually and regularly pay the rates and taxes for their respective allocations/areas to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

12. POST COMPLETION MAINTENANCE

- 12.1 The Developer hereby agrees to appoint an independent agency as the Management in-charge for the management, maintenance, safety and administration of the Complex in accordance with this agreement. Both the parties hereby also agree to abide by all the rules and regulations to be framed by the Management in-charge for the management of the affairs of the Complex.
- 12.2 The Management in-charge to be appointed by the Developer shall manage and maintain common operations and services of the Complex and shall collect such charges therefor (Maintenance Charges) as the Maintenance in-charge may consider appropriate. It is clarified that the maintenance charges shall include the Common Expenses but shall not be limited to premium of insurance, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal replacement charges of all common wiring, pipes, electrical and mechanical equipments and other installation appliances and equipments including arrears thereof, if situation arise, all in respect of the Complex.

13. INDEMNITY:

- 13.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building(s) and those resulting from breach of this Agreement by the Developer,

including any act of neglect or default of the Developer's sub-contractors, employees and/or the purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

- 13.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of development of the said land including the marketing of the Complex for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect.

14. **MISCELLANEOUS:**

- 14.1 The parties expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

- 14.2 The parties 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.

- 14.3 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

- 14.4 It is understood that from time to time to facilitate the uninterrupted construction of the New Building(s) 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 mentioned 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, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

- 14.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 14.6 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against

all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' allocation.

- 14.7 The name of the Complex shall be **SILVEROAK ESTATE PRIVE** or as may be agreed between the parties hereto.

15. **FORCE MAJEURE:**

- 15.1 Force Majeure shall mean and include an event preventing the Developer 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 Developer so prevented and does not arise out of its breach of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, general strike, terrorist action, civil commotion, 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.
- 15.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. The Developer shall not 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.
- 15.3 The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

16. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence, MCU and agreements between the Parties, oral or implied.

17. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

18. NOTICE:

- 18.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or 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).
- 18.2 Any such notice or other written communication shall be deemed to have been served:
- a) If delivered personally, at the time of delivery.
 - b) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
 - c) If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 18.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

19. ARBITRATION:

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. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata/Mumbai.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID LAND)

All That the piece and parcel of land containing an area of 183 Cottahs equivalent to 303 dehis. be the same or a little more or less situate lying at Meuja Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 525/559, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No 9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, District North 24-Parganas, Kolkata-700 136 and butted and bounded by as follows:

ON THE NORTH: National High Way & 528

ON THE EAST: 540 (P), 537, 536, 558, 618, 533 & 530

ON THE WEST: 619 & 524

ON THE SOUTH: 517 (P), 518, 520, & 539

THE SECOND SCHEDULE ABOVE REFERRED TO:

Part-I

(Common Areas)

1. Entrance and exit gates of the Complex/Project.
2. Paths passages and open spaces project and those reserved by the Developer.
3. Driveway.
4. Lifts with lift shafts and the lobby in front of them and Lift machine room.
5. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said villa to the extent of quantum mentioned herein during power failure and generator room.
6. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom.
7. Underground water reservoir for municipal/underground water with a pull on pumps installed thereat.
8. Water waste and sewerage evacuation pipes, drains.
9. Room for darwan/security guard, caretaker's office.
10. Lighting facility attached to the well facing the villas.

11. Access road to and from the adjoining residential complex known as Silveroak Estate.

12. Boundary walls.

Part-II

(Common facilities and amenities)

Approx. 20,000 sq. ft. of Club	Bar B Q Corner
Cafeteria with Al fresco Dining	AC Multi Gym
AC Mini Theatre	AC Indoor Games Room
AC Banquet Hall	Senior Citizen's Park
Jogging Track	Outdoor Playing Area
AC Reading room	Steam & Jacuzzi
AC Community Hall	Children's Park & Play Area
Swimming Pool with Baby Pool	24 Hours Power Back Up
Water Filtration Plant	Land Scape Garden
Laundry Facilities	

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc. of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the complex and enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one villa and main entrance and exit gates, landings and staircases of the complex and enjoyed by the Purchaser(s) or used by him in common as aforesaid and the boundary walls, compounds etc. of the villa/complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the complex so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor,

Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Developer or any agency looking after the common purposes, until handing over the same to the Association.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Flat).

6. **INSURANCE:** Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, rob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

Structure	RCC framed structure with anti-termite treatment in foundation. Only the best quality cements are used in our project, from top of the line cement companies.
Floor	Master Bedroom - Laminated Wooden flooring. All other Bedroom - Vitrified tiles of reputed make. Living / dining room - Tiles of Italian finish. Kitchen - Anti-Skid Tiles of reputed make. Toilet - Anti-Skid Tiles of reputed make.
Toilets	Ceramic tiles of reputed make on the walls up to door height. Hot & Cold water points via CPVC pipes. Western style sanitary fittings of Kohler/Roca or equivalent make.

	Bathtub in one toilet and shower cubicle in another toilet.
Kitchen	Granite platform with Dado tiles up to 2 feet height above the counter along with double stainless steel sink. Hot & cold water points will be provided along with an exhaust fan.
Door/Window	Frame - Sal Wood; Shutter - Flush Doors; Main Door - Solid Core Flush door with Teak Wood finish. Stainless Steel hardware fittings of reputed make. Aluminum/UPVC windows will be provided. Steel & SS glass railings will be provided in the balconies
Wall Finishes	Interior - All wall finishes will be done with Putty, Providing a smooth & even base
Exterior	The exterior façade will be painted with weather proof Paint for that premium look.
Electric Points	Every apartment will have an adequate number of electrical points and switches to accommodate all the necessary gadgets and equipment. There is provision for Split AC/VRV AC in all the rooms. Modular Switches of reputed make will be provided
Water Supply	24 Hours uninterrupted supply of clean water which will be processed at a water treatment plant.
Telephone/Cable TV	Telephone, Cable TV points in Living & Dining room. Telephone wiring and points in every home enable external telecom service providers to bring voice and data services.
Security / Video Door phone	There is a double layer security arrangement. The homes have intercom & Video Door Phone to facilitate connectivity within the villa complex. In addition to this the building has round the clock CCTV surveillance.

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

SIGNED SEALED AND DELIVERED by the said **DEITY VANIJYA PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 28/07/2014 in the presence of:

DEITY VANIJYA PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **CARNIVAL TIE-UP PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 28/07/2014 in the presence of:

CARNIVAL TIE-UP PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **MERCY VYAPAAR PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014 in the presence of:

MERCY VYAPAAR PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **DEBONAIR VYAPAAR PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014 in the presence of:

DEBONAIR VYAPAAR PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **DAFFODIL VANIJYA PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014 in the presence of:

DAFFODIL VANIJYA PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **MAINSTREAM VYAPAAR PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014 in the presence of:

MAINSTREAM VYAPAAR PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **STARWART TIE-UP PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014 in the presence of:

STARWART TIE-UP PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **BLUEBELL DEALCOM PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014 in the presence of:

BLUEBELL DEALCOM PVT. LTD.
[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **DAISY DEALERS PRIVATE LIMITED** pursuant to a Resolution of

DAISY DEALERS PVT. LTD.
[Signature]
Director

the Board of Directors of the company dated 09/07/2014, in the presence of:

SIGNED SEALED AND DELIVERED by the said **FALCON TIE UP PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014, in the presence of:

FALCON TIE UP PVT. LTD

[Signature]
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **SADBHAWNA DEALERS PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

for SADBHAWNA DEALERS PVT. LTD

[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **SAMBODHAN ADVISORY PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SAMBODHAN ADVISORY PVT. LTD

[Signature]
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **SHIVGANGA VANIJYA PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

for SHIVGANGA VANIJYA PVT. LTD

[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **SAHANSHIL TRADELINK PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014, in the presence of:

for SAHANSHIL TRADELINK PVT. LTD

[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **BRIJWASI SUPPLIERS PRIVATE LIMITED** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014, in the presence of:

for BRIJWASI SUPPLIERS PVT. LTD.

[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **UNNATI SUPPLIERS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

for UNNATI SUPPLIERS PVT. LTD.

[Signature]
Director

SIGNED SEALED AND DELIVERED by the said **NISHAKAR MARKETING PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

NISHAKAR MARKETING PVT. LTD

[Signature]
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **BRIJWASI MARKETING PVT. LTD.** pursuant to a Resolution of the

BRIJWASI MARKETING PVT. LTD

[Signature]
Director / Authorized Signatories

Board of Directors of the company dated 29/07/2014, in the presence of:
SIGNED SEALED AND DELIVERED by the said **SAHANBHUTI DEALER PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

PW SAHANBHUTI DEALER PVT. LTD.

Prakash
 Director

SIGNED SEALED AND DELIVERED by the said **SURAKSHIT SUPPLIERS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

PW SURAKSHIT SUPPLIERS PVT. LTD.

Shree Kumar Damani
 Director

SIGNED SEALED AND DELIVERED by the said **UNNATI VYAPAAR PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

UNNATI VYAPAAR PVT. LTD.

Bhush
 Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **SUGANDH MERCANTILE PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

PW SUGANDH MERCANTILE PVT. LTD.

Shree Kumar Damani
 Director

SIGNED SEALED AND DELIVERED by the said **SHIVDHARA AGENCY PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

SHIVDHARA AGENCY PVT. LTD.

Smit
 Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **TROPEX MERCANTILE PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

TROPEX MERCANTILE PVT. LTD.

Kripal
 Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **CONCORD VYAPAAR PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

CONCORD VYAPAAR PVT. LTD.

Prakash
 Director

SIGNED SEALED AND DELIVERED by the said **WONDER DISTRIBUTOR PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

WONDER DISTRIBUTOR PVT. LTD.

Smit
 Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **PANGHAT MERCANTILE PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 29/07/2014, in the presence of:

PW PANGHAT MERCANTILE PVT. LTD.

Prakash
 Director

SIGNED SEALED AND DELIVERED by the said **CHIRAG VINIMAY PVT. LTD.** pursuant to a Resolution of the Board

CHIRAG VINIMAY PVT. LTD.

Kripal
 Director / Authorized Signatories

of Directors of the company dated 07/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **ALISHAN DEALER PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

FOR ALISHAN DEALER PVT. LTD

Prathay
Director

SIGNED SEALED AND DELIVERED by the said **EVERLIKE BARTER PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

FOR EVERLIKE BARTER PVT. LTD.

Prathay
Director

SIGNED SEALED AND DELIVERED by the said **GOODHOPE COMMERCIAL PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

GOODHOPE COMMERCIAL PVT. LTD

Kripali Mahapatra
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **TRIMUDRA VANIJYA PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

FOR TRIMUDRA VANIJYA PVT. LTD

Shree Kumar Banerjee
Director

SIGNED SEALED AND DELIVERED by the said **SNEHIL MERCANTILE PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

SNEHIL MERCANTILE PVT. LTD.

Kripali Mahapatra
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **SAGUN MARKETING PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

SAGUN MARKETING PVT. LTD

Kripali Mahapatra
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **APNAPAN MERCHANDISE PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

APNAPAN MERCHANDISE PVT. LTD

Kripali Mahapatra
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **SAHANSIL AGENCIES PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

SAHANSIL AGENCIES PVT. LTD

Kripali Mahapatra
Director / Authorized Signatories

SIGNED SEALED AND DELIVERED by the said **SATYAM DEALERS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 07/07/2014 in the presence of:

FOR SATYAM DEALERS PVT. LTD.

Prathay
Director

SIGNED SEALED AND DELIVERED by the said **SUNDRAM VANIJYA**

SUNDRAM VANIJYA PVT. LTD

Kripali Mahapatra
Director / Authorized Signatories

PVT.LTD. pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014, in the presence of:

SIGNED SEALED AND DELIVERED by the said **MANOBAL MARKETING PVT.LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **CHAMPAK VYAPAR PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **DESIRE TRADES PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **MAINA VINIMAY PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **FORTABLE DEALING PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **PRITAM DEALING PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **PURNIMA VYAPAAR PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **SURFACE VYAPAAR PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SIGNED SEALED AND DELIVERED by the said **VEDANT COMMERCIAL PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

MANOBAL MARKETING PVT LTD

Kripali Kulkarni
Director / Authorized Signatories

For CHAMPAK VYAPAR PVT. LTD

Champak
Director

DESIRE TRADES PVT LTD

Kripali Kulkarni
Director / Authorized Signatories

FOR MAINA VINIMAY PVT. LTD

Maina
Director

FORTABLE DEALING PVT LTD

Kripali Kulkarni
Director / Authorized Signatories

FOR PRITAM DEALING PVT LTD

Pritam
Director

PURNIMA VYAPAAR PVT LTD

Purnima
Director / Authorized Signatories

SURFACE VYAPAAR PVT LTD

Surface
Director / Authorized Signatories

FOR VEDANT COMMERCIAL PVT LTD

Shree Kulkarni
Director

SIGNED SEALED AND DELIVERED by the said **MATA JI MERCHANTS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For MATA JI MERCHANTS PVT. LTD.


Director


SIGNED SEALED AND DELIVERED by the said **ECO VANIJYA PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

ECO VANIJYA PVT. LTD.


Director / Authorized Signatory

SIGNED SEALED AND DELIVERED by the said **PARADISE SUPPLIERS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For PARADISE SUPPLIERS PVT. LTD.


Director

SIGNED SEALED AND DELIVERED by the said **CHARMS MERCHANTS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

CHARMS MERCHANTS PVT. LTD.


Director / Authorized Signatory

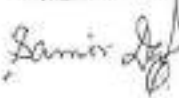
SIGNED SEALED AND DELIVERED by the said **MARVELLOUS NIRMAN PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014, in the presence of:

For MARVELLOUS NIRMAN (P) LTD.


Director

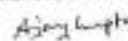
SIGNED SEALED AND DELIVERED by the said **PARAMOUNT NIRMAN PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For PARAMOUNT NIRMAN (P) LTD.


Director

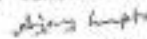
SIGNED SEALED AND DELIVERED by the said **PILLAR REALTORS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For PILLAR REALTORS (P) LTD.


Director


SIGNED SEALED AND DELIVERED by the said **TRIVANI PROMOTERS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For TRIVANI PROMOTERS (P) LTD.


Director

SIGNED SEALED AND DELIVERED by the said **ASTER SALES PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For ASTER SALES PRIVATE LIMITED


Director

SIGNED SEALED AND DELIVERED by the said **A TO Z TRADECOMM PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For A TO Z TRADECOMM PRIVATE LIMITED


Director

SIGNED SEALED AND DELIVERED by the said **ASTER SUPPLIERS PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

ASTER SUPPLIERS PVT. LTD.

Samir Dhol
DIRECTOR

SIGNED SEALED AND DELIVERED by the said **MUKUND COMMODITIES PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

For Mukund Commodities Private Limited
Ajay Gupta
Director

SIGNED SEALED AND DELIVERED by the said **CHIRAG BARTER PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

of Chirag Barter (P) Ltd
Samir Dhol
Director

SIGNED SEALED AND DELIVERED by the said **MUKUND VANIYA PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

For Mukund Vaniya Private Ltd.
Ajay Gupta
Director

SIGNED SEALED AND DELIVERED by the said **A TO Z VANIYA PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

For A to Z Vaniya (P) Ltd.
Ajay Gupta
Director

SIGNED SEALED AND DELIVERED by the said **AJANTA DEALCOMM PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

For Ajanta Dealcomm Private Ltd
Samir Dhol
Director

SIGNED SEALED AND DELIVERED by the said **SUGANDH DEALER PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

For SUGANDH DEALER (P) LTD.
Ajay Gupta
Director

SIGNED SEALED AND DELIVERED by the said **JAGALYAN MARKETING PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:

For JAGALYAN MARKETING (P) LTD
Sandeep Kumar Jaiswal
Director

SIGNED SEALED AND DELIVERED by the said **HAMSAFAR DISTRIBUTORS PVT. LTD.**, pursuant to a Resolution of the Board of Directors of the company dated 01/07/2014, in the presence of:


For HAMSAFAR DISTRIBUTORS (P) LTD.
Samir Dhol
Director

SIGNED SEALED AND DELIVERED by the said **ELEGENT HEIGHTS PVT. LTD.**, pursuant to a Resolution of the

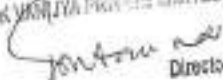
For Elegant Heights (P) Ltd
Ajay Gupta
Director

Board of Directors of the company dated 09/07/2014, in the presence of:

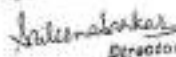
SIGNED SEALED AND DELIVERED by the said **S.P.NIRMAN PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

S.P. NIRMAN PVT. LTD.

 Director

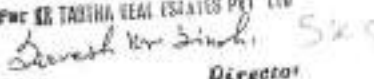
SIGNED SEALED AND DELIVERED by the said **SURLOK VANIJYA PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

SURLOK VANIJYA PRIVATE LIMITED

 Director

SIGNED SEALED AND DELIVERED by the said **DHANISHTA APARTMENTS PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014, in the presence of:

For: Dhanshta Apartments Pvt. Ltd.

 Director

SIGNED SEALED AND DELIVERED by the said **KRITARTHA REAL ESTATE PVT. LTD.** pursuant to a Resolution of the Board of Directors of the company dated 09/07/2014 in the presence of:

For: KRITARTHA REAL ESTATE PVT. LTD.

 Director

1. Aditya Sadani
 7, C.R. Avenue,
 Kolkata - 72
2. Anubh B. Das.
 7, C.R. Avenue, Kol-72.

SIGNED SEALED AND DELIVERED by the said **SALARPURIA SIMPLEX DWELLINGS LLP** in the presence of:

1. Aditya Sadani
 7, C.R. Avenue,
 Kolkata - 72
2. Anubh B. Das.
 7, C.R. Avenue, Kol-72.

For: Salarpuria Simplex Dwellings LLP

 Kanaklata Mercantiles (P) Ltd.
 Designated Partner

DATED THIS 09TH DAY OF JULY, 2014

B E T W E E N

DEITY VANIJYA PRIVATE LIMITED & 70 OTHERS.

..... OWNERS

A N D

SALARPURIA SIMPLEX DWELLINGS LLP

..... DEVELOPER

DEVELOPMENT AGREEMENT

VICTOR MOSES & CO.
SOLICITORS & ADVOCATES
6, OLD POST OFFICE STREET,
KOLKATA-700 001.