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F-3492/17



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Whereas that this document is  
 admitted to registration. The Signature  
 Sheet/sheets & the indorsement  
 sheet/sheets attached with this  
 document are the part of this document

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District Sub-Registrar-III  
 North 24 Parganas, Barasat  
 26 APR 2017

8-0-508053/17

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the <sup>21<sup>st</sup></sup> day of April, Two Thousand and Seventeen (2017)

BETWEEN

Contd....P/2

7481

ANIMESH SAMANTA  
ADVOCATE  
HIGH COURT, CALCUTTA

Sold to.....  
 Address.....  
 Value ..... 100k.....  
**2 APR 2017**  
 L.S.V. High Court  
 Abhijit Sanyal  
 High Court, AS

Usharajodi



524

For Badu Road Development LP

Usharajodi

Designated Partner



525

Swadha Nirman Pvt. Ltd

Bhawal Kumar Das

Director

526

Jayanti Enclave (P) Ltd.

Vineet Droy

Director

527

Jayanti Infra-developers (P) Ltd

Vineet Droy

Director



District Sub-Registrar-III  
North 24 Parganas, Barasat

21 APR 2017

(1) SWADHA NIRMAN PRIVATE LIMITED, (PAN: AAJCS6291H),(CIN: U70101WB2005PTC105152) represented by his director BINOD KUMAR DROLIA (PAN: ACSPD8375K) son of Govind Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at "Satya Niket", BC-260, Sector-I, Salt Lake, Kolkata-700 064 P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar, District- North 24 Parganas

(2) JAYANTI ENCLAVE PRIVATE LIMITED (PAN:AACCJ6513C), (CIN: U70109WB2011PTC165815)

(3) JAYANTI INFRADEVELOPERS PRIVATE LIMITED (PAN: AACCJ6512D),(CIN: U70109WB2011PTC165812)

(4) JAYANTI INFRANIRMAN PVT. LTD. (PAN: AACCJ7181Q), (CIN: U70109WB2011PTC170033) all Companies incorporated under the Companies Act, 1956 having their respective registered offices at Premises No.4 Clive Row, 4<sup>th</sup> Floor, Mukti Chamber, Room No.405, Kolkata - 700001 P.O. - GPO, P.S. - Hare Street, District Kolkata, **Serial No. 2 to 4** represented by their Director **MR. VINEET DROLIA**, son of Mr. Parmanand Drolia having PAN No. **ALWPD7178D**, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 228, Bangur Avenue, Block - A, 4<sup>th</sup> Floor, Flat - 4A, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas

(5) DARSH ENCLAVE PRIVATE LIMITED (PAN: AACCD4612J),(CIN: U45200WB2006PTC111586) a Company incorporated under the Companies Act, 1956 having its registered offices at 63, Radha Bazar Street, 3<sup>rd</sup> floor, Room No.5, Kolkata - 700 001 P.O. - GPO, P.S. Hare Street, District Kolkata,

(6) TANUJ PROPERTIES PRIVATE LIMITED (PAN: AACCT4910B),(CIN: U70101WB2006PTC111151) a company incorporated under the Companies Act, 1956 having its registered office at 238A, A. J. C. Bose Road, 6<sup>th</sup> Floor, Kolkata - 700 020, P.O. - Park Street, P.S. - Park Street, District Kolkata,

(7) KUHU PROPERTIES PRIVATE LIMITED (PAN: AACCK8128Q), (CIN: U70101WB2006PTC109148)

(8) NIKKU ENCLAVE PRIVATE LIMITED (PAN: AACCN3414A),(CIN: U70101WB2006PTC111152) both companies incorporated under the Companies Act, 1956 having their respective registered offices at 7, B.B.Ganguly Street, 3<sup>rd</sup> floor, Kolkata - 700 012 P.O. - Bow Bazar, P.S. - Bow Bazar, District Kolkata, **Serial Nos. 5 to 8** represented by their Director **MRS.**

528

Satranivaman Pvt. Ltd.  
JAYANTI Infrastructure Developers

Vineet Drai  
Director.

529

DARSH ENCLAVE PVT. LTD.

Vsha Sachia  
Director

530

TANUJ PROPERTIES PVT. LTD.

Vsha Sachia  
Director

531

Kuhu Properties Pvt. Ltd.

Vsha Sachia  
Director

532

NIKKU ENCLAVE PVT. LTD.

Vsha Sachia  
Director



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- USHA DROLIA**, wife of Shri Pramod Kumar Drolia, having (PAN: ACSPD8426B) by Nationality- Indian, by Religion - Hindu by Occupation - Business, residing at 12, Dover Park, 3<sup>rd</sup> Floor, Flat- 3B, Police Station - Ballygunge, Post Office - Ballygunge Kolkata-700029, District- South 24 Parganas
- (9) **NAINA DISTRIBUTORS PRIVATE LIMITED** (PAN: AABCN0414D), (CIN: U51109WB1997PTC082979) the Companies incorporated under the Companies Act, 1956 having their respective registered offices at 83, Madna Bazar Street, 3<sup>rd</sup> floor, Room No.5, Kolkata - 700 001 P.O. - GPO, P.S - Hare Street, District Kolkata,
- (10) **SIMIRAN COMOTRADE PRIVATE LIMITED** (PAN: AAEC54071L), (CIN: U51109WB1997PTC082998) the company incorporated under the Companies Act, 1956 having their respective registered offices at 25, Black Burn Lane, 4th floor, Room No.406, Kolkata - 700 012 P.O.- Bow Bazar, P.S - Bow Bazar, District Kolkata,
- (11) **TANISHA ESTATE PRIVATE LIMITED** (PAN:AACCT3647H), (CIN: U70101WB2005PTC103856) the company incorporated under the Companies Act, 1956 having his respective registered offices at 46, N. S. Road, 1<sup>st</sup> floor Kolkata - 700 001 P.O.- GPO P.S.- Hare Street, District Kolkata,
- (12) **TIRUPATI ASHRAY PRIVATE LIMITED** (PAN: AAGCT9993J), (CIN: U70101WB2006PTC111155) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 13, B.B.ganguly Street, 4<sup>th</sup> floor, Room No. 402, Kolkata - 700 012 P.O.- GPO, P.S.- Hare Street, District Kolkata, Serial Nos. 9 to 12 represented by their director, **MR. PARMANAND DROLIA** (PAN: ADSPD5139Q), son of late Puranmal Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 228, Bangur Avenue, Block-A, 4<sup>th</sup> Floor, Flat - 4A, Kolkata - 700055, Police Station - Lake Town Post Office - Bangur Avenue, District- North 24 Parganas
- (13) **DROLIA BROTHERS HUF** (PAN: AABHD4964P) a Hindu Undivided Family having its office at 228 Bangur Avenue, Block-A, 4<sup>th</sup> Floor, Flat - 4A, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas represented by its Karta and/or Manager, **MR. PARMANAND DROLIA**, son of Late Puranmal Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 228 Bangur Avenue, Block-A, 4<sup>th</sup> Floor, Flat - 4A, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas.
- (14) **VARUN APPARTMENTS PRIVATE LIMITED** (PAN: AAGGV1858J), (CIN: U70101WB2006PTC107017) a Company incorporated under the Companies Act, 1956 having its

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NAINA DISTRIBUTORS PVT. LTD

*Pampranand Saha*

Director

*Pampranand Saha*



534

SIMRAN COMMOTRADE PVT. LTD.

*Pampranand Saha*

Director

*Pampranand Saha*



535

TANISHA ESTATES PVT. LTD

*Pampranand Saha*

Director

*Pampranand Saha*



536

Tirupati Ashary Pvt. Ltd.

*Pampranand Saha*

Director

*Pampranand Saha*



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537

DROLIA BROTHERS (HUF)

*Pampranand Saha*

Karta

*Pampranand Saha*

District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017

registered offices at 63, Radha Bazar Street, 3<sup>rd</sup> floor, Room No 5, Kolkata – 700 001 P.O- GPO, P.S - Hare Street, District Kolkata, respectively represented by its director, **MR. PAWAN KUMAR DROLIA** (PAN: ADEPD5688C) son of Late, Sawal Ram Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-2, C. I. T. Road, 2<sup>nd</sup> Floor Scheme – VI M, Kolkata- 700054, Police Station - Phool Bagan, Post Office - Kankurgachi, District- South 24 Parganas

(15) **PAWAN KUMAR PRATUSH KUMAR HUF** (PAN: AADHP0645R) of P-2, CIT Road, Scheme VIM, Kolkata – 700 054 P.O.- Phool bagan, P.S.- Kankurgachi District- South 24 Parganas having as its **KARTA MR. PAWAN KUMAR DROLIA** son of Late Sawal Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-2, CIT Road, Scheme VIM, Kolkata – 700054, P.O.- Phoolbagan, P.S.- Kankurgachi, District- South 24 Parganas

(16) **KESHRI TOWERS PRIVATE LIMITED**, (PAN: AACGK7577P),(CIN: U70101WB2006PTC107180) the company incorporated under the Companies Act, 1956 having its registered offices at 81, N. S. Road, 2<sup>nd</sup> floor, Room No.206, Kolkata – 700 001, F.O.- GPO, P.S.- Hare Street, District Kolkata, represented by its director **MR. ARPIT SARAF**, son of Sri Mukesh Saraf, having (PAN: APMP58521C), by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 45, Hazra Road, 4<sup>th</sup> Floor, Flat -43, Kolkata-700019 Police Station - Ballygunge, Post Office – Ballygunge, District- South 24 Parganas

(17) **TIRUMALA NIWAS PRIVATE LIMITED** (PAN: AACCT5195N),(CIN: U70101WB2006PTC111154) the company incorporated under the Companies Act, 1956 having its registered office at 13, B.B.Ganguly Street, 4<sup>th</sup> floor, Room No. 402, Kolkata – 700 012, P.O.- Bow Bazar, P.S.- Bow Bazar, District Kolkata, represented by its Director **MR. DILIP KUMAR PIPLWA**, son of Late Falre Chand Piplwa, having (PAN: AFUPP1788H) by Nationality- Indian, by Religion - Hindu by Occupation - Business, residing at BC-2, Deshbandha Nagar, 3<sup>rd</sup> Floor, Flat No. 3D, Kolkata – 700 059, Police Station – Baguahali, Post Office Baguahali, District- North 24 Parganas

(18) **CONFIRM REALBUILD PRIVATE LIMITED** (PAN: AAEC6398Q),(CIN: U45400WB2011PTC170989)the company incorporated under the Companies Act, 1956 having its respect vo registered offices at 9/12, Lalbazar Street, Block-E, 3<sup>rd</sup> floor, Room No.8A, Kolkata – 700 001, P.O.- GPO, P.S.- Bow Bazar, District Kolkata, represented by its Director **MR. RAGHUNATH JAIRAMKA**, son of Ramechpal Jairamka, having (PAN: AJAPJ4653P) by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 272, Bangur Avenue, Block – B, 3<sup>rd</sup> Floor, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas



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VARUN APARTMENTS PVT. LTD.  
Pawan Kumar Prinia  
Director



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For PAWAN KUMAR PRATUSH KUMAR (H.U.F.)  
Pawan Kumar Prinia  
KARTA



539

Sumita Dasgupta



540

Neelam Dasgupta



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Sughita Dasgupta



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21 APR 2017



(19) EMBLEM TRADELINK PRIVATE LIMITED (PAN: AABCE9161A),(CIN: U51109WB2008PTC122767) a company incorporated under the Companies Act 1956 having its registered offices at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No 314, Kolkata – 700 069, P.S - Hare Street, P.O - Dharmtala, District Kolkata, represented by its Director **MR. RAUSHAN AGARWAL**, son of Sri Vijay Kumar Agarwal, having (PAN: AGAPA5265D) by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 37A, Bentinck Street, Police Station - Hare Street, Post Office - Dharmtala, Kolkata-700069, District Kolkata.

(20) SHUBHKAMNA EXPORTS INDIA PRIVATE LIMITED (PAN: AAJCS0034Q),(CIN: U51909WB2004PTC098102) the company incorporated under the Companies Act, 1956 having its registered offices at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No.314, Kolkata – 700 069 P.O.- Dharmtala, P.S.- Hare Street, District Kolkata

(21) NK DISTRIBUTORS PRIVATE LIMITED (PAN: AADCB0330N),(CIN: U51109WB2007PTC112531) a company incorporated under the Companies Act, 1956 having its registered offices at G-501, Block-DC, City Centre, Salt Lake, Kolkata – 700 064 **Serial Nos. 20 and 21** represented by their Director **MS. NIDHI AGARWAL**, daughter of Sri Niranjan Kumar Agarwal, having (PAN: AFDPA2651R), by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-337, Block-A, Lake Town, Kolkata-700 089, Police Station - Lake Town, Post Office - Lake Town, District- North 24 Parganas

(22) SARAF SILK EXPORTS PRIVATE LIMITED (PAN: AADCS6803M),(CIN: U30000WB1995PTC073978)

(23) PACIFIC PORTFOLIO FUND PRIVATE LIMITED (PAN: AABCP7185P),(CIN: U67120WB1994PTC066837) both the companies incorporated under the Companies Act, 1956 having their respective registered offices at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No 314, Kolkata – 700 069, P.O - Dharmtala, P.S.- Hare Street, **Serial Nos. 22 and 23** represented by their Director **MRS. SUDHA AGARWAL**, wife of Mr. Niranjan Kumar Agarwal, having (PAN: ADEPA0099A), by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-337, Block-A, Lake Town, Kolkata - 700 089, Police Station - Lake Town, Post Office - Lake Town, District- North 24 Parganas

(24) GENIUS DEAL.COM PRIVATE LIMITED(PAN:AADCG7193G),(CIN: U51101WB2010PTC143878)

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सुधा देवी श्रीनिवा

543

For PAWAN KUMAR PRATOSH KUMAR (H.U.F.)

Keshri Towers Pvt. Ltd. **KARTA**

*Asst. Secy*  
Director

544

Tirumala Niwas Pvt. Ltd.

*D.K. Piples*  
Director

545

*Achhi Bajaj*

546

*mohanlal roongta*

547

**MOHANLAL ROONGTA HUF**

*mohanlal Roongta*

**HUF-KARTA**



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District Sub-Registrar-III  
North 24-Parganas, Barisal

21 APR 2017

- (25) NK TRACOM PRIVATE LIMITED (PAN: AADCN0847Q),(CIN: U74900WB2009PTC138537)
- (26) NK ENTERPRISES PRIVATE LIMITED (PAN: AADCN0882F),(CIN: U74900WB2009PTC138534)
- (27) SUPERDEAL DEVELOPERS ADVISORY PVT. LTD. (PAN: AAOCS5157P),(CIN: U74140WB2010PTC151252)
- (28) PLAZMA DISTRIBUTORS PVT. LTD. (PAN:AAGCP0421R), (CIN: U51909WB2011PTC161199) Serial Nos. 24 to 28 all the companies incorporated under the Companies Act, 1956 having their respective registered offices at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No.314, Kolkata - 700 069 P.O.- Dharmatala, P.S.- Hare Street, District Kolkata, hereinabove Serial No. 28 respectively represented by its director, Mr Raushan Agarwal, (PAN: AGAPA5265D), son of Sri Vijay Kumar Agarwal, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No. 314, Kolkata - 700 069, Police Station - Hare Street, Post Office - Dharmatala, District-Kolkata
- (29) NIDHI VYAPAAR PRIVATE LIMITED(PAN: AACCN5252C),(CIN: U51909WB2007PTC115758) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 2 Ganesh Chandra Avenue, 2nd floor, Room No 2A, Kolkata - 700 013, P.O.- Dharmatala, P.S. Bowbazar, District Kolkata,
- (30) SYNERGY COMMODEAL PRIVATE LIMITED (PAN:AALCS0987N) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, Kolkata - 700 013, P.O.- Dharmatala, P.S. Bowbazar, District Kolkata, Serial No. 30 respectively represented by its director, Mr Raushan Agarwal, (PAN: AGAPA5265D), son of Sri Vijay Kumar Agarwal, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No 314, Kolkata - 700 069, Police Station - Hare Street, Post Office - Dharmatala, District-Kolkata (CIN:U52100WB2007PTC117397)
- (31) MAXIMUM MERCHANDISE PRIVATE LIMITED (PAN:AAFPM2399N),(CIN: U51909WB2007PTC118735) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, Kolkata - 700 013, P.O.- Dharmatala, P.S. Bowbazar, District Kolkata,
- (32) BLUEROSE TIE UP PRIVATE LIMITED (PAN: AAECB5712D),(CIN: U51909WB2011PTC161217) the company incorporated under the Companies Act, 1956 having its registered offices at 1B, Ramlochan Mullick Street, Kolkata-700 073 P.O.- Chitranjan Avenue,



548

Pushpa Roongta



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SHUBKAMNA EXPORTS INDIA PVT. LTD.  
Nidhi  
Agarwal  
Director/Authorised Signatory



549

For NK Distributors Pvt. Ltd  
Nidhi  
Agarwal  
Director/Authorised Signatory



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Pikun, Drolia



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Tancy Deolia



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Confim Realbuild Pvt. Ltd.  
Regd. member of fairmatters  
Director



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North 24-Parganas, Barasat

21 APR 2011

P 5 - Jorasanko, District Kolkata, **Serial No. 32** respectively represented by its director, **Mr Raushan Agarwal, (PAN: AGAPA5265D)**, son of Sri Vijay Kumar Agarwal, by Nationality- Indian, by Religion - Hindu, by Occupation - Business residing at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No. 314, Kolkata - 700 069, Police Station - Hare Street, Post Office - Dharmatala, District Kolkata

**(33) TOPLINK DEVELOPERS CONSULTANCY PVT. LTD. (PAN: AADCT5284F), (CIN: U74140WB2010PTC151253)** the company incorporated under the Companies Act, 1956 having its respective registered offices at G 501, City Centre, DC Block, 5<sup>th</sup> floor, Salt lake, Kolkata-700 064 P.O.- Salt Lake, P.S.- Bidhan Nagar, District North 24 Parganas **Serial Nos. 24 to 27, 29, 31 and 33** hereinabove respectively represented by the director, **MR. PRATEEK AGARWAL (PAN: AGTPA9616K)**, son of Sr Niranjan Kumar Agarwal, by Nationality Indian, by Religion - Hindu, by Occupator - Business residing at P-327, Lake Town, Block-A, Kolkata 700 089, Police Station - Lake Town, Post Office - Lake Town, District North 24 Parganas

**(34) DREAMVIEW AGENCIES PRIVATE LIMITED (PAN: AADCD8597P),(CIN: U51909WB2011PTC161223)** the companies incorporated under the Companies Act, 1956 having its respective registered offices at 1B Ramlochan Mullick Street, Kolkata - 700 073 P.O.- Chittaranjan Avenue, P.S.- Jorasanko, District Kolkata, **Serial No. 34** respectively represented by its director, **Mr Raushan Agarwal, (PAN: AGAPA5265D)**, son of Sri Vijay Kumar Agarwa, by Nationality- Indian, by Religion - Hindu by Occupation - Business, residing at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No. 314, Kolkata - 700 069 Police Station - Hare Street Post Office - Dharmatala, District-Kolkata

**(35) QUEEN TIE UP PRIVATE LIMITED(PAN: AAACQ1691G),(CIN: U51109WB2008PTC122768)** the company incorporated under the Companies Act, 1956 having their respective registered offices at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No.314, Kolkata - 700 069 P.O.- Dharmatala P.S - Hare Street, District Kolkata, represented by its Director **MR RAUSHAN AGARWAL, (PAN: AGAPA5265D)**, son of Sri Vijay Kumar Agarwal, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 37A, Bentinck Street, 3<sup>rd</sup> floor, Room No. 314, Kolkata - 700 069, Police Station - Hare Street, Post Office - Dharmatala, District Kolkata,

**(36) DHANKUBER COMPLEX PRIVATE LIMITED (PAN: AADCP7281Q),(CIN: U45300WB2005PTC105624)**

**(37) ENERGETIC VINTRADE PRIVATE LIMITED (PAN: AACCC7101M),(CIN: U51109WB2005PTC105619)** both the companies incorporated under the Companies Act, 1956



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**RUPAK TRADING PVT. LTD.**

*Rudip Kumbhar*

**Director**



554

**SAGAR AWAS PVT. LTD.**

*Kishor Jaisankar*

**Director**



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*Ruchi Roongta*



557 556

**RAJESH ROONGTA HUP**

*Rajesh*

**Karta/Member**



557

*Rajesh*



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District Sub-Registrar-II  
North 24-Parganas, Barasat

21 APR 2017

having his respective registered offices at 85, Malcalfe Street, Kolkata – 700 013, P.O.- Ganesh Chandra Avenue P.S.- Bowbazar, District Kolkata.

- (38) JEEVANJYOTI INFOTECH PRIVATE LIMITED (PAN: AABC14413R), (CIN: U72200WB2005PTC105555) the company incorporated under the Companies Act, 1956 having its respective registered offices at 8/1, Princep Street, 3<sup>rd</sup> floor Kolkata – 700 072, P.O.- Dharmatala, P.S.- Bowbazar, District Kolkata, Serial No. 36 to 38 represented by their Director **MR. MADHAB CHANDRA DAW** (PAN: AJKPD6764H), son of Late Sailendra Chandra Daw, by Nationality- Indian, by Religion - Hindu by Occupation - Business, residing at 13T Mohan Chand Road Kolkata-700 029, Police Station - Ekbalpore, Post Office - Khidderpore, District- South 24 Parganas
- (39) UNICORN DEALTRADE PRIVATE LIMITED (PAN: AAFC4486BJ), (CIN: U51109WB2005PTC105618) the company incorporated under the Companies Act, 1956 having its respective registered offices at 50, Bentinck Street, 4<sup>th</sup> floor, Kolkata – 700 069, represented by its Director **MR. SAMIR GHOSH** (PAN: AJJPG6357N), son of Sr Sudhir Ghosh, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 59 M. B. Road, Howrah - 711 104, Police Station - Shripur, Post Office - Chakraberia District Howrah.
- (40) FRONTLINE DEALCOMM PRIVATE LIMITED (PAN: AACCN2128B), (CIN: U51109WB2005PTC105950) the company incorporated under the Companies Act, 1956 having its respective registered offices at 8/1, Princep Street, 3<sup>rd</sup> floor, Kolkata – 700 072, P.O. Dharmatala, P.S. Bowbazar District Kolkata, represented by its Director **MR. ASHARAM GUPTA** (PAN: AKIPG7576P), son of Late Minai Lal Gupta, by Nationality- Indian, by Religion - Hindu by Occupation - Business, residing at 63, Indra Roy Road, Kolkata-700 025, Police Station - Bhawanipur, Post Office – Lansdowne, District- South 24 Parganas
- (41) INDIGO PROJECTS PRIVATE LTD. (PAN: AABC18687B), (CIN: U45400WB2008PTC121822) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, R.N.Mukherjee Road, 3<sup>rd</sup> floor, Suit No 'A', Kolkata-700 001, P.O.- R. N. Mukherjee Road, P.S. Hare Street District Kolkata, represented by its director, **MR. KAILASH KUMAR ROONGTA** (PAN: ACIPR3837J), son of Mr Jugal Kishore Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at AD-29, Salt Lake City Sector-I Kolkata -700 054, Police Station - Bihari Nagar (NORTH), Post Office - C.C. Block, Salt Lake, District- North 24 Parganas
- (42) KAILASH KUMAR ROONGTA HUF (PAN: AACHK5148P) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, Suite No. F, 4<sup>th</sup> floor, Kolkata - 700 001, Police Station - Hare Street, Post Office R. N. Mukherjee Road, District- Kolkata, represented by its Karta and/or



558

For Saraf Suk Exports Pvt. Ltd.

Sudha Agarwal.  
Director/Authorised Signatory



558

For Pacific Portfolio Fund Pvt. Ltd.

Sudha Agarwal.  
Director/Authorised Signatory



558

Sudha Agarwal.



559

Sudha Agarwal



560

Sita Kojari



561

Hemlata Roy

District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017



Manager, **MR. KAILASH KUMAR ROONGTA** (PAN: ACIPR3837J), son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at AD-29, Salt Lake City Sector-, Kolkata 700 064, Police Station Bidhan Nagar (NORTH), Post Office - C.C. Block, Salt Lake. District- North 24 Parganas.

(43) **SHREESIDHI DEALCOMM PRIVATE LIMITED**(PAN: AAKCS5438B),(CIN: U51109WB2007PTC112901) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, R.N Mukherjee Road, 3<sup>rd</sup> floor, Suit No. 'A' Kolkata-700 001, P.O.- R. N. Mukherjee Road, P.S. Hare Street, District Kolkata, represented by its Director **MR. SHREY ROONGTA** (PAN: ADNPR4012R), son of Mr. Kailash Kumar Roongta, by Nationality- Indian, by Religion - Hindu by Occupation - Business, residing at AD-29, Salt Lake City, Sector-1, Kolkata - 700 064, Police Station Bidhan Nagar (NORTH), Post Office - C.C. Block Salt Lake, District- North 24 Parganas

(44) **RUPAK TRADING PRIVATE LIMITED**(PAN: AABCR2787D),(CIN: U52321WB1996PTC076999) the company incorporated under the Companies Act, 1956 having its respective registered offices at 63 Racha Bazar Street, 3<sup>rd</sup> floor, Room No. 29, Kolkata-700 001, P.O. GPO, P.S. Hare Street, District Kolkata, represented by its director, **MR. PRADIP KUMAR SAHAL** (PAN: ALNPS6212J), son of Parmeshwar Lal Sahal, by Nationality Indian, by Religion - Hindu, by Occupation - Business, residing at: 16/2, Round Tank Lane, Meghdoot Tower, 4<sup>th</sup> Floor, Howrah - 711 101, Police Station - Howrah, Post Office - Howrah - GPC, District- Howrah.

(45) **PUSHPA DEVI DROLIA** (PAN: ACQPD43056), daughter of Madan Lal Lachhramka, by Nationality- Indian by Religion - Hindu, by Occupation - house wife, presently residing at 183, Bangur Avenue, Block-B, P.S -Lake Town Kolkata-700 055 P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas

(46) **VINEET DROLIA** (PAN: ALWPD7178D) son of Parmanand Drolia, by Nationality Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B, P.S.-Lake Town Kolkata-700 055. P.O. Bangur Avenue, P.S. Lake Town, District North 24 Parganas

(47) **BINOD KUMAR DROLIA** (PAN: ACSPD8375K) son of Govind Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business.

(48) **SUSHILA DROLIA** (PAN: ADRPD2978A) daughter of Jagdish Prasad Foddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business, both residing at 'Satya Niket', BC-260.



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UNICORN DEALTRADE PVT. LTD

Samir Ghosh  
Authorized Signatory/Director



563

Sushil Kumar Kajaria



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For Sushil Kumar Kajaria (HUF)

Sushil Kumar Kajaria  
Karta



Ashish's 564  
(ASHISH KAJARIA)



565

Anita Roongta



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Bela Roongta



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North 24-Parganas, Barisal  
21 APR 2017

Sector-I, Salt Lake, Kolkata-700 064 P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar District- North 24 Parganas

(49) NIKUNJ DROLIA (PAN: AIHPD2302F) son of Pramod Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(50) TANUJ DROLIA (PAN: ALBPD0218K) son of Bimal Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, both residing at "Maruti Sadan", 12, Dover Park, 3<sup>rd</sup> floor, Flat No.4B, Kolkata-700 019 P.O. Ballygunge, P.S. Ballygunge, District- South 24 Parganas

(51) PRATUSH DROLIA (PAN:ALCPD1694E) son of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-2, CIT Road, Scheme VI M, Kankurgachi, Kolkata-700 064 P.O. Kankurgachi, P.S. Phool Bagan, District- South 24 Parganas

(52) NEELAM DROLIA (PAN: ADPPD0225N) daughter of Shyam Sunder Chirania by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-201, CIT Road, Scheme VI M, Kolkata-700 010 P.O. Beliaghata, P.S. Beliaghata, District- South 24 Parganas

(53) SANTOSH KUMAR ROONGTA (PAN: ADDPR5812P) son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, salt Lake City, Sector-I, Kolkata-70064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas

(54) SANTOSH KUMAR ROONGTA HUF (PAN: AAFHS3891E) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Lane, Suit-F, 4<sup>th</sup> floor, Kolkata-700 001, P.O. -R. N. Mukherjee Road, P.S. Hare Street, District Kolkata, represented by its **KARTA MR. SANTOSH KUMAR ROONGTA (PAN ADDPR5812P)** son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, salt Lake City, Sector-I, Kolkata-700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas

(55) SUBHASH KUMAR ROONGTA (PAN: ADEPR0760M), son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, Kolkata-700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas

(56) SUBHASH KUMAR ROONGTA HUF (PAN: AAFHS3450M), a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, 4<sup>th</sup> Floor, Suite - F, Kolkata - 700001, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata. represented by its Karta and/or Manager, **MR. SUBHASH KUMAR ROONGTA (PAN: ADEPR0760M)**, son of Late Jugal Kishore



528

Vineet Dhalin



525

Binod Kumar Das

Sushita Das



567

Kiran Bandyopadhyay



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21 APR 2017

Rongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at AD-29, Salt Lake City, Sector-1, Kolkata -700 064, Police Station - Bidhan Nagar (NORTH), Post Office- C.C Block, Salt Lake, District North 24 Parganas,

(57) KAILASH KUMAR ROONGTA (PAN: ACIPR3837J) son of Late Jugal Kishore Rongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(58) HEMLATA ROONGTA(PAN: ADDPR5808F) daughter of Balkrishan Maheswari, by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(59) SHREY ROONGTA(PAN: ADNPR4012R) son of Kailash Kumar Rongta by Nationality- Indian by Religion - Hindu, by Occupation - Business,

(60) KIRAN ROONGTA(PAN: ADMPR6723J) daughter of Shyam Sundar Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(61) BELA ROONGTA(PAN: ADOPR8481R) daughter of Jugal Kishore Saraf by Nationality- Indian, by Religion - Hindu, by Occupation - Business

(62) ANITA ROONGTA(PAN: ADIPR1963N) daughter of Bishwanath Kedia by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(63) RUCHI ROONGTA (PAN: ACHPC6272B) daughter of Sima Kumar Choudhary by Nationality- Indian by Religion - Hindu, by Occupation - Business,

(64) MOHANLAL ROONGTA(PAN: ACQPR4029N) son of Deoki Nandan Rongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(65) RAJESH ROONGTA(PAN: ADEPR0962R) son of Om Prakash Rongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(66) RAKESH ROONGTA(PAN: ADEPR1898J) son of Om Prakash Rongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(67) JYOTI ROONGTA(PAN: ADJPR3090H) daughter of Shyam Sundar Choudhary by Nationality- Indian, by Religion - Hindu, by Occupation - Business. Serial Nos. 66 and 67 both residing of AD-

29, Salt Lake City, Sector-1, Kolkata-700 064, P.O. C.C. Block, Salt Lake,, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas presently residing at 503, Pushkar Tower, Judges Bungalow

Road, Godakdev, Ahmedabad - 3800 064, Serial No. 66 & 67 represented by their constituted attorney MR. SUBHASH KUMAR ROONGTA, (PAN: ADEPR0760M), son of Late Jugal Kishore

Rongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at AD-29, Salt Lake City, Sector-1, Kolkata-700 064, P.O. - C.C. Block, Salt Lake,, P.S. Bidhan Nagar

(NORTH), District- North 24 Parganas



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Pratish Disha



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Sham Kumar Dahi

~~Pratish Disha~~



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Adesh Saraf



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for Freshna Document Pvt. Ltd.

Ashwani Gupta

Director/Authorised Signatory



District Sub-Registrar-III  
North 24-Parganas, Barasat  
21 APR 2017

(68) ABHISHEK ROONGTA (PAN: AH2PR6983P) son of Subhash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(69) ADITI BAJAJ (PAN: ALTPR7779M) daughter of Subhash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(70) PUSHPA ROONGTA (PAN: AGGPR2021M) daughter of Desh Bhakt Bhawsingka, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, Serial Nos. 57 to 65 and serial Nos. 68 to 70 all their residing at AD-29, Salt Lake City, Sector-1, Kolkata-700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), District- North 24 Parganas

(71) JUGAL KISHORE ROONGTA HUF (PAN: AADHJ7626Q) of 25 R.N. Mukherjee Road, 4<sup>th</sup> floor, Suit-F, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata. Kolkata-700 001 having as its KARTA MR. SUBHASH KUMAR ROONGTA (PAN: ADEPR0780M), son of Late Jugal Kishore Roongta, residing at AD-29, Salt Lake City, Sector-1, Kolkata-700 064, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH)

(72) MOHANLAL ROONGTA HUF (PAN: AAMHM5877M) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Lane, Suit-F, 4<sup>th</sup> floor, Kolkata-700 001 P.O. R. N. Mukherjee Road, P.S. Hare Street, represented by its KARTA MR. MOHANLAL ROONGTA (PAN: ACQPR4029N) son of Deoki Nandan Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, Salt Lake City, Sector-1, Kolkata-700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH) District- North 24 Parganas

(73) RAJESH ROONGTA HUF (PAN: AAHHR6153G) a Hindu Undivided Family having its office at 25, R.N. Mukherjee Road, Suit-F, 4<sup>th</sup> floor, Kolkata - 700 001 P.O. R.N. Mukherjee Road P.S. Hare Street represented by its KARTA MR. RAJESH ROONGTA (PAN: ADEPR0962R) son of Om Prakash Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, salt Lake City, Sector-1, Kolkata-700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH) District- North 24 Parganas

(74) PAWAN KUMAR DROLIA (PAN: ADEPD5688C) son of Late Sawai Ram Drolia by Nationality- Indian by Religion - Hindu, by Occupation - Business,

(75) SUNITA DROLIA (PAN: ADPPD3502Q) wife of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, both the persons detailed in Serial Nos. 74 and 75 herein above respectively residing at P-2 CIL Road, 2<sup>nd</sup> Floor, Scheme - VIM, Kolkata - 700064, Police Station - Phoo Bagan, Post Office - Kankurgachi, District- South 24 Parganas.



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*Subhash*

(SUBHASH ROONOTA)



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SUBHASH KUMAR ROONOTA HUF

*Subhash*

Karta/Member



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RAKESH ROONOTA

*Rakesh*

Constituted Attorney



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JYOTI ROONOTA

*Jyoti*

Constituted Attorney



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SUBAL KISHORE ROONOTA HUF

*Subal*

Karta/Member



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UG SHELTER PVT LTD

*UG Shelter*

Director



*[Signature]*

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(76) SHARWAN KUMAR DROLIA (PAN: ADVPD8756C) son of Late Sawal Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at "Manjushree Apartment", 24G, Sura Third Lane, 3<sup>rd</sup> floor, Kolkata - 700 010 P.O. Beliaghata, P.S. Nandi House, Beliaghata, District- South 24 Parganas

(77) ADESH SARAF (PAN: AVFPS7352H) son of Mukesh Saraf by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 45, Hazra Road, 4<sup>th</sup> floor, Kolkata - 700 019 P.O. Ballygunge, P.S. Ballygunge, District- South 24 Parganas

(78) SUSHIL KUMAR KAJARIA (PAN: AYLPK6455E) son of Late Ram Avtar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(79) ASHISH KAJARIA (PAN: AJEPK0498H) son of Sushil Kumar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(80) SITA KAJARIA (PAN: AFGPK6663N) wife of Sushil Kumar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, **Serial Nos. 78 to 80** all their residing at CL-196, Salt Lake City, Sector-II, Ground Floor, Kolkata - 700 091 P.O. Bidhan Nagar Sech Bhavan, P.S. Bidhan Nagar East, District- North 24 Parganas

(81) SUSHIL KUMAR KAJARIA HUF (PAN: AAJHS3232B) a Hindu Undivided Family having its office at 30, Madan Chatterjee Lane, Kolkata - 700 007 represented by its **KARTA MR. SUSHIL KUMAR KAJARIA** (PAN: AYLPK6455E) son of Late Ram Avtar kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at CL-196, Salt Lake City, Sector-II, Ground Floor, Kolkata - 700 091 P.O. Bidhan Nagar Sech Bhavan, P.S. Bidhan Nagar East, District- North 24 Parganas

(82) SHRADHA AGARWAL (PAN: ALBPP7143H) daughter of Sushil Kumar Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business,

(83) RAUSHAN AGARWAL (PAN: AGAPA5265D) son of Vijay Kumar Agarwal by Nationality- Indian, by Religion - Hindu, by Occupation - Business, **Serial Nos. 82 and 83** both are residing at P-204B, Lake Town, Block-B, P.S.- lake Town, Kolkata- 700 089 P.O. Lake Town, P.S. Lake Town, District- North 24 Parganas

(84) SMT. SUDHA AGARWAL (PAN: ADEPA0099A) wife of Shri Niranjan Kumar Agarwal by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, residing at P-337, Block-A, Lake Town, Kolkata- 700 089 P.O. Lake Town, P.S. Lake Town, District- North 24 Parganas

(85) PARMANANDA DROLIA (PAN ADSPD5139Q), Son of Puranmal Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B,



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Santosh k Roongta



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For Santosh Kumar Roongta MUF  
Santosh k Roongta  
Karta / Member



574  
Indigo Projects Pvt. LTD.  
Kailash Kumar Roongta  
Director



574  
For Kailash Kumar Roongta MUF  
Kailash Kumar Roongta  
Karta / Member



574  
Kailash Kumar Roongta



574  
Ecozone Intex Pvt. Ltd.  
Kailash Kumar Roongta  
Director



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P.S.- Lake Town, Kolkata-700 055 P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas

(86) **SAGAR AWAS PRIVATE LIMITED (PAN NO. AALCS9084Q) (CIN NO.U4500WB2008PTC184088)** a company existing under the Companies Act, 2013, having its registered office at 63, Radha Bazar Street, 3<sup>rd</sup> Floor, Room. No. T143, Kolkata - 700 001, Police Station - Hare Street Post Office - Kolkata - GPO District- Kolkata represented by its director, **MR. KISHOR JAIRAMKA (PAN: AESPJ6633A)**, son of Raghunath Jairamka, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 272, Bangur Avenue, Block - B, 3<sup>rd</sup> Floor, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas,

(87) **AASMA VINCOM PRIVATE LIMITED (PAN NO. AAHCA5811B)(CIN NO.U51909WB2009PTC132764)** a company existing under the Companies Act, 2013, having its registered office at 8/12, Lal Bazar Street, Block - E, 3<sup>rd</sup> Floor, Room. No. 8A, Police Station - Bowbazar, Post Office - Kolkata-GPO. District- Kolkata, represented by its director, **MR. PARMANAND DROLIA (PAN: ADSPD5139Q )**, son of Late, Puranma Drolia, by Nationality- Indian by Religion - Hindu, by Occupation - Business, residing at 228 Bangur Avenue, Block - A, 4<sup>th</sup> Floor, Flat - 4A, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas

(88) **ESQUIRE IMPEX PRIVATE LIMITED (PAN NO. AAACE3224F)(CIN NO.U51219TN1985PTC043197)** a company existing under the Companies Act, 2013, having its registered office at 14<sup>th</sup>, Choolai High Road, Chennai - 300112, Police Station Periamel, Post Office Choolai, District-Chennai, State of Tamilnadu, represented by its director, **KAILASH KUMAR ROONGTA (PAN: ACIPR3837J)**, son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at A3-29, Salt Lake City, Sector-I, Kolkata - 700 064, Police Station - Bidhan Nagar (North), Post Office - C.C. Block Salt Lake, District- North 24 Parganas

(89) **VG SHELTERS PRIVATE LIMITED (PAN NO. AAECV4383J) (CIN NO.U45400WB2008PTC12856)** a company existing under the Companies Act, 2013, having its registered office at 25, R. N. Mukherjee Road, 3<sup>rd</sup> Floor, Suite - A, Kolkata - 700001, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata, represented by its director, **SUBHASH KUMAR ROONGTA (PAN: ADEPR0760M)**, son of son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at residing at residing



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*Abhishek*

(Abhishek Roongta)



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Shreeidhi Dealcomm Pvt. Ltd

Shree Roongta

Director



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Shree Roongta



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For Dhankuber Complex Pvt. Ltd.

Madhul Chandra Das

Director/Authorised Signatory



577

Energetic Windows Pvt. Limited

Madhul Chandra Das

Director/Authorised Signatory



577

For Jeevanta Infratech Pvt. Ltd.

Madhul Chandra Das

Director/Authorised Signatory



*[Handwritten mark]*

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North 24-Parganas, Barasat

21 APR 2017

at AD-29, Salt Lake City, Sector-I, Kolkata - 700 064. Police Station - Bidhan Nagar (NORTH), Post Office - C.C. Block, Salt Lake, District- North 24 Farganas hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include in the case of individuals their respective heirs, legal representatives and assigns and in the case of Companies their respective successor and/or successors-in-interest and assigns) of the **ONE PART**.

**AND**

**BADU ROAD DEVELOPERS LLP, (PAN: AAMFB0532C)** a Limited Liability Partnership registered under the Limited Liability Partnership Act 2008 and having its office at 1 Laxshun Sarani, Post Office-Chilla Ranjan Avenue, Police Station-Bowbazar, Kolkata – 700073, District-Kolkata represented by its Designated Partner **MR. CHETAN TODI (PAN: AFTPT0425J)**, son of Mr. Pawan Kumar Todi, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 2, Queens Park, Kolkata - 700 019, Police Station Ballygunje, Post Office Ballygunje, District- South 24 Farganas, 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 and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART**.

**WHEREAS:-**

- A. The Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land containing an area of **522.229** Cottahs equivalent to **8.6319** Acres be the same a little more or less situated lying at Mouzas Kutusahi (J.L.No 42) and **68.97** Cottahs equivalent to **1.14** Acres in Mouza Digbaria J.L. No.74 Police Station Barasat partly under Barasat Municipality and partly under Madhyamgram Municipality in the District of North 24 Farganas aggregating in all to **9.7719** Acres equivalent to **591.199** cottahs more fully and particularly described in the **First Schedule** hereunder written and shown in the map or plan annexed hereto and coloured **Green** thereon (hereinafter referred to as the **Purchased land**)
- B. The Owners are negotiating for further purchase of land in contiguity with the purchased land which when purchased may also be offered to the developer along with the purchased land to form part of a common integrated development
- C. The Owners of these lands had earlier arrived at an agreement to develop the said Purchased Land and commercially exploit the same and by a Development Agreement dated 30<sup>th</sup> day of July, 2014, the said Owners for the terms and conditions stated therein,

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Scripta Doshi



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Pat Doshi Dastoom PVT. LTD

Prateek Agarwal

Director/Authorized Signatory



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TRACON PVT. LTD

Prateek Agarwal

Director

District Sub-Registrar-III  
North 24 Parganas, Barasat

21 APR 2017

granted the exclusive Development Rights of the said Purchased Land unto and in favour of the Developer herein therein also referred to as the Developer.

- D. Pursuant to the said Development Agreement, the Developer acting for the Owners has obtained sanctioned Building Plan bearing No 772 dated 19<sup>th</sup> December 2014 ('Building Plan') from the Barasat Municipality and Building Plan No. 1450 dated 16<sup>th</sup> February 2016 from Madhyamgram Municipalities
- E. Thereafter pursuant to a Company Application No. 717 of 2016, the Hon'ble High Court at Calcutta was pleased to grant the merger of seventeen erstwhile Company Owners into one Company namely Swadha Nirman Private Limited the Owner No.1 herein. The details of the said merger is more fully described in the **EIGHT SCHEDULE** hereunder written.
- F. On account of the aforesaid merger and also for the reason that the parties have altered some of their understanding culminating in the necessity for entering into a Supplementary joint Development Agreement based on their modified understanding in supersession of the earlier Agreement without in any manner abrogating and/or diluting the activities which were undertaken pursuant to the earlier Development Agreement.
- G. The Owners and the Developer have negotiated and arrived at an agreement to develop the said land by raising modern multi use fully featured building complex having primarily residential with provision for commercial mercantile/multi purpose buildings.
- H. The parties have mutually agreed and framed a Scheme for development as follows:-
  - a) All the Purchased lands acquired on ownership basis by the Owners and the additional land to be acquired in their names and/or in the names of their associates as they may deem fit in the said Majras Kutubsahi & Dgbera Police Station Barasat District North 24 Parganas are intended to be developed by the Developer.
  - b) The Owners have already got All that the piece and parcel of land containing an area of **526.464** Cottahs ( **8.7019** Acre) out of **591.199** Cottahs (**9.7719** acre) of land, duly mutated in their respective names and the mutation process in respect of the remaining areas is in progress. The Owners would be liable to get any additional land, if acquired, mutated in the respective names of the purchasers in the Land Reforms Record of Rights and also in the record of the respective municipalities within 60 days of purchase thereof or within such extended time as may be reasonably required to complete the necessary formalities
  - c) The Owners shall at their own cost and expenses get the entire said land converted to 'Bastu' in the records of the BL&LRO
  - d) The Owners shall at their own costs and expenses make out marketable title, free from all encumbrances and hand over vacant and peaceful possession of the said land unto the Developers and shall answer all requisitions that may be made either by the Developers or their Advocates.



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**AK ENTERPRISES PVT. LTD.**  
Prateek Agarwal  
Director



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**SUPERDEAL DEVELOPERS ADVISORY PVT. LTD.**  
Prateek Agarwal  
Director/Authorised Signatory

Sita Kajasta



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**SHRI VYOMAY PVT. LTD.**  
Prateek Agarwal  
Director



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**MAXIMUM MERCHANDISE PVT. LTD.**  
Prateek Agarwal  
Director/Authorised Signatory



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**TOPLINK DEVELOPERS CONSULTANCY PVT. LTD.**  
Prateek Agarwal  
Director/Authorised Signatory



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e) The Owners shall construct boundary wall at any unbounded portion of the said Land at their own costs and expenses within 60 days from the date hereof. In case any additional land is acquired, the boundary wall bordering the same in line with the complex shall be constructed progressively and within 60 days of each acquisition.

f) The Owners shall also be responsible for any litigation related to the title of the Owners to the said land and shall bear all costs associated in that respect up to the date of Completion of the Project. After the date of completion both the Owners and Developer shall be jointly responsible in this regard.

g) The entire project would be developed by the Developer at their own costs and expenses and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the statutory completion certificate and the Owners shall be kept fully saved harmless and indemnified in respect thereof.

h) The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owners under this agreement, whatever method of development it may adopt in future.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES 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:-

**DEVELOPER'S ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001.

**ARCHITECT** – shall mean M/s Raj Agarwal & Associates or any such person or persons who may be appointed by the Developers as the Architect for the Complex with consent of the Owners.

**ASSOCIATION** – shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developers for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained.



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Petrus nand...  
Director



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SASMA VINCOM PRIVATE LTD

*Petru*  
Director

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Director



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TRADELINK PVT. LTD

Raushan Agamweli  
Director

*[Signature]*  
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**CAR PARKING SPACE** – shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters

**COMMON AREAS, FACILITIES AND AMENITIES** shall mean and include corridors, stairways, slairways, internal and external passages, passage ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex. Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

**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 Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written to be contributed, borne, paid and shared by the transferees. 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.

**COMPLETION NOTICE** – shall mean the possession notice as defined hereinafter

**COMPLEX** – shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

**DEPOSITS/EXTRA CHARGES/TAXES (EDC)** – shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and Developer for unsold portions of their allocations in terms of clause 11.5 hereof.

**DEVELOPER'S ALLOCATION** – shall mean the 72% {seventy two percent} of the total realization from sale of total constructed area of the complex to comprise in various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion of car parking spaces (open



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Raushan Agamwal  
Director/Authorised Signatory



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Director/Authorised Signatory



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Bluerose Tie. Up Pvt. Ltd.  
Raushan Agamwal  
Director/Authorised Signatory



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Dreamview Agencies Pvt. Ltd.  
Raushan Agamwal  
Director/Authorised Signatory



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For Queen Tie Up Pvt. Ltd.  
Raushan Agamwal  
Director/Authorised Signatory



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Drawing s/o Gopal Ram Bhavsingh  
A/F, 365, Hanafara, Katapur, Kuli Koda-102  
P.S. Bagumti, P.O. Katapur, Sonicee.

and covered), more fully and particularly described in **Part I of the FIFTH SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said land attributable thereto **AND TOGETHER WITH** share in the same proportion in all Common Areas, Facilities and Amenities and in the signage space.

**MAINTENANCE-IN-CHARGE** - shall mean and include such agency or any outside agency to be appointed 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

**MARKETING** - shall mean selling with any space in the complex to any transferee for owning and occupying any flat, unit, apartment, office block, show room, shop room and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

**NEW BUILDINGS** - shall mean the new buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

**OWNERS' ALLOCATION** - shall mean **28% (twenty eight percent)** of the total realization from sale of total constructed area to comprise of various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion of parking spaces (open and covered), more fully and particularly described in **Part II of the FIFTH SCHEDULE** hereunder written **TOGETHER WITH** undivided proportionate share in impartible part or share in the said land attributable thereto **AND TOGETHER WITH** share in the same proportion in all Common Areas, Facilities and Amenities and in the Signage Space.

**PLAN** shall mean the plan to be sanctioned by the Barasat Municipality and Madhyamgram Municipality or North 24 Parganas Zilla Parishad or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof 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 and approved by the sanctioning authorities Provided that the prior consent in writing of the Owner shall be obtained in case any modification/alteration/revision affects the area, nature or location of the Owners Allocation.

**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 the Owners in the complex, shall mean 28% and where it refers to the share of the Developer in the complex, shall mean 72%.

**SAID LAND** - shall mean All That the piece and parcel of land at Moujas Kutulsahi and Digberia Police Station Barasat in the District of North 24 Parganas more fully and particularly mentioned and described in the **FIRST SCHEDULE**.



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**SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the said land attributable to either party's allocation as in the context would become applicable.

**SIGNAGE SPACE** – shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex

**SPECIFICATION** - shall mean the specification for the said Complex as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect,

**TITLE DEEDS** -- shall mean the documents of title of the Owners in respect of the said Owners' Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said additional land or any part thereof included in 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 multi-storied building to the transferees thereof as per law.

**TRANSFEREE/PURCHASER** according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex.

## 2. 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



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- 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.

3. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

- (a) The Owners are seized and possessed of and well and sufficiently entitled to the Owners' land. No person other than the Owners has any right, title and/or interest, of any nature whatsoever in the Owners' land or any part thereof.
- (b) The owners of the said additional land at the initiation of the Owners herein are in negotiations to sell and transfer the same in favour of its associate companies or their nominees.
- (c) The Owners shall apply for and obtain the mutation of the non mutated portions of the said land in the names of the Owners/purchaser entities at their cost and expenses.
- (d) The Owners shall apply for and obtain necessary no objection certificate from the competent authority under the Urban Land (Ceiling & Regulations Act), 1976 evidencing there being no excess vacant land within the meaning of the said Act in the said land.
- (e) The Owners shall obtain conversion of the said land to 'Bastu use' under the West Bengal Land Reforms Act.
- (f) The Owners shall construct boundary wall at any unbounded portion of the said land upto a height of 7 feet from ground level at their own costs and expenses. In case any additional land is acquired, the boundary wall bordering such additional land shall be constructed progressively and within 60 days of each acquisition.
- (g) The Owners shall be responsible for any litigation related to the title of the owners to the said land and shall bear all costs associated in that respect.



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- (h) The Owners shall obtain and cooperate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and for transferring the title for undivided share of the land attributable to the Units.
- (i) Subject to what has been stated in this agreement, the Owners shall not do nor permit any one to do any act deed matter or thing which may affect the development construction and marketability of the said complex or which may cause charge, encroachments, litigations trusts liens, encumbrances, attachments and liabilities on the said land or the project.
- (j) The said land or any part thereof is, so far as the Owners are aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax Revenue or any other Public Demand.
- (k) No suit and/or any other proceedings and/or litigations of material effect are pending against the Owners or in respect of the said land or any part thereof.
- (l) The Owners have full right, power and authority to enter into this Agreement.
- (m) Subject to what has been stated in this Agreement, the 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 Owners' land.
- (n) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute to the knowledge of the Owners.
- (o) The Owners would be able to deliver peaceful vacant possession thereof to the Developer within the agreed timeframe mentioned hereinafter.

4. **DEVELOPER'S REPRESENTATION:** The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field and also financial capacity for the same.

5. **COMMENCEMENT:**

5.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution mentioned hereinabove and this Agreement shall remain valid



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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 in this Agreement.

**6. STRUCTURING OF THE PROJECT:**

- 6.1 The Developers have satisfied themselves about the title in respect of the Said Land.
- 6.2 The Developer shall develop the said land itself subject however the Owners complying with their obligations herein contained.
- 6.3 The Developer shall endeavor to utilise the maximum permissible FAR available as per laws for the Line being in force and try to obtain and consume the maximum constructed area permissible to be constructed at the said land and get the plans sanctioned accordingly.
- 6.4 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (including Pollution, Fire, Airport Authority, BSNL Authority Promoter's Act etc.) and (c) Construction of the Building Complex Project and making the same fit for construction and habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the statutory completion certificates.
- 6.5 The Developer shall appoint all engineers staffs, contractors etc., at its own costs and risks without any obligations or liability upon the Owners in respect thereof except that the Architect shall be appointed with consent from the Owners. M/S Raj Agarwal & Associates have been appointed mutually by the Owners and the Developers as the Architect of the Project.
- 6.6 The Developer shall get the plan approved from the Owners before submitting for sanction.
- 6.7 The specifications for construction shall be as per the Seventh Schedule attached herewith.
- 6.8 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the developers.
- 6.9 The Developer will construct the Building Complex in phases but in continuity.
- 6.10 The Developer shall, subject to force majeure, submit the building plan on the said land for sanction within 90 (Ninety) days of the Owners fulfilling its obligations like certificate of ULC Department, conversion and mutation at BL&ERO and the concerned Municipalities and construction of Boundary wall in terms of Clause 3(f) above with a grace period of 60 (Sixty)



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days thereof and obtain the sanction within 12 (Twelve) months from the date of such submission and shall construct and complete the Building Complex within 60 (Sixty) months from the date of sanction of the Building Plans with a grace period of 6 (Six) months thereof.

- 6.11 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except the costs and expenses for acquisition of additional land and for boundary walls thereof and the obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any costs and expenses in respect of the Project.

**7. EXCLUSIVE ENTRY FOR DEVELOPMENT:**

- 7.1 Simultaneously with the execution of this agreement, the Owners have granted development rights (de hors any exclusive right or interest in the said premises and further de hors any exclusive possession thereof), and in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said land, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement.

- 7.2 Simultaneously with the execution and registration of the said additional land the Owners shall allow the Developer exclusive and irrevocable right to enter the said additional land, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement.

- 7.3 The irrevocable rights under clause 7.1 and 7.2 shall be subject to the other terms and conditions of this agreement.

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

- 8.1 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 of the New Buildings and/or the complex. The Developer has conceptualised the project to be majorly residential

- 8.2 The Owners shall arrange to complete the purchase of the said additional land within the 30<sup>th</sup> December 2016. In case the Owners fail to purchase the additional land or any part thereof within the above period, the Developer shall continue the development only on the land available and purchased within the aforesaid period.

- 8.3 In consideration of the Developer agreeing to construct and market the entire Housing Project and/or the complex, the Owners do hereby grant the Developer entry upon the said land with right of possession for the purpose of development. In case at any stage of development the parties decide to shift from the revenue sharing paradigm and adopt allocation of separately identified saleable areas in such case in consideration of the Developer agreeing to construct and complete the New Buildings and/or the Complex and



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deliver as per agreed specification any unsold and separately identified Owners' Allocations in terms hereof, the Owners agree to transfer their proportionate undivided share in the Owners' land attributable to the Developer's Allocation to the Developer or its nominee or nominees in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the said land.

- 8.4 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said land by : (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said land to the extent and on the terms and conditions hereinafter contained.
- 8.5 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Owners' land with the Owner's Advocate who will keep them under 'Escrow' till completion of Project. Inspections and productions shall be made available as per requirement of the Developer. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production.
- 8.6 The Owners shall also put their documents of title in respect of the said additional land with the Owner's Advocate, Shri Deepak Chaowdhury who will keep them under 'Escrow' and the same shall also be made available to the Developer for inspections and productions till completion of Project. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed to the Association/Society/Company against covenant of production.
- 8.7 All costs, charges and expenses required to be incurred or paid to the Barasat Municipality and Madhyamgram Municipality and/or any other Government authority for getting access to the said land from road and for connecting sewerage, drainage, water supply and other services to the said land with the Barasat Municipality and Madhyamgram Municipality or any other government authority, for making the said land suitable for development and for making any provision of any infrastructure in connection thereto, shall be paid by the Developer on demand being made by the Barasat Municipality and Madhyamgram Municipality or the concerned authorities. Further, it is made clear that any charges required to be paid for any drainage connection and water connection to the complex on completion of the project shall also be paid by the Developer.
- 8.8 The Owners shall apply for mutation of the non mutated portions of the said land and shall have the said mutation done in the names of the respective owners with the Block Land and Land Reforms Officer, Barasat-1 and Barasat-2 and the Barasat Municipality and Madhyamgram Municipality at their own costs and responsibility. If required, the Developer shall provide assistance to the Owners in this regard.
- 8.9 The Owners shall apply for conversion of the said land and shall obtain conversion of the said land to homestead or 'vastu' land at their own costs and expenses.



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- 8.10 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned by the Barasat Municipality and Madhyamgram Municipality or North 24 Parganas Zilla Parishad or the concerned Municipal Engineering Directorate as the case may be or from the sanctioning authority for the time being at the cost and expenses of the Developer.
- 8.11 All other permissions, approvals, sanctions, no objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 8.12 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature 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 authorising the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.
- 9. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**
- 9.1 The Owners hereby authorise the Developer to appoint the named Architect 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.
- 9.2 The Developer shall, construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Seventh Schedule** hereunder. 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.
- 9.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 9.4 The Developer is hereby authorised in the names of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality or use of the building materials.
- 9.5 The Developer shall be authorised in the names of the Owners to apply for and obtain connections of water, electricity, drainage and sewerage.



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**10. POWERS AND AUTHORITIES:**

**10.1** To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer namely **Shri Ram Naresh Agarwal** son of late N.K. Agarwal, **Shri Surendra Kumar Dugar**, son of Late J.M. Dugar and **Shri Rishi Todi**, son of Sri Pawan Kumar Todi and **Sri Chetan Todi** son of Sri Pawan Kumar Todi to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally 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 Building Plans to be sanctioned.
- c) To appoint the named architect, 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 Building Plans from time to time as may be required.
- e) To apply for obtaining quotes, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality and use 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 of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.



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- i) To enter into agreements for sale of the Units alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
  - j) To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed spaces comprised in the said premises or any part or portion of the Said Purchased Land alongwith or without the corresponding undivided share in the said land, to receive consideration, mnts, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
  - k) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Flats/Units/Constructed spaces alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.
  - l) 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 deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land 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 development of the project on the said land without in anyway relating to or affecting the title of the said land.
  - m) 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.
- 10.2** 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 and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.
- 10.3** 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



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doing all acts required for the Project simultaneously or execution of this Agreement and the costs on account thereof shall be borne by the Developer.

- 10.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.
- 10.5 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

## **11 FINANCIALS AND EXTRA CHARGES :**

- 11.1.1 To arrange for financing of the project (project finance) from any banks or financial institutions for construction and completion of the project subject to a maximum limit of Rs 20 crores or such sum that maybe mutually agreed between the parties hereto from time to time in writing upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the owners in favor of any bank / financial institution by deposit of original title deeds of the said project land by way of equitable mortgage and/ or by executing Simple mortgage and /or by creating English mortgage along with charge on developers share of revenue / allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds etc..
- 11.1.2 It is expressly agreed and/or declared by the developers that the charge to be created in pursuance of clause 11.1.1 hereinabove shall not withstanding anything to the contrary or otherwise stipulated elsewhere in these agreement remain restricted only to the developers and in no event the developers be entitled to create any charge and/ or lien and/ or encumbrance over and/ or in respect of the revenue of the owners and no part or portion of the owners revenue shall utilized and/or appropriated and/or for towards repayment or otherwise of the aforesaid borrowings of / by the developers.
- 11.1.3 For the aforesaid purpose the owners shall sign and execute all necessary deeds, documents instruments as may be reasonably requested for by the developers and further will also execute powers and authorities in respect thereof in favour of the Developers and / or its nominee(s) to carry out execute and perform various acts, deeds and things in respect of the creation of the aforesaid mortgage including signing and executing all necessary deeds and documents.
- 11.1.4 It is unequivocally and unambiguously made clear understood and further the developer undertakes and covenants that neither any of the parties comprising/ constituting the



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- owners nor any part or portion of the owners share of realization shall in any manner be responsible and/or liable and/or applied for repayment of such loan amount/ borrowings of the developers and/ or the interest accrued or due thereon and/ or for the due compliance and/or performance of any of the terms, conditions, obligations etc. relating/ pertaining to the same, and the developers shall indemnify and keep each of the parties comprising/ constituting the owners safe, harmless and indemnified from and against all costs, charges, demands, claims, actions, suits and proceedings arising there from and/ or in respect thereof.
- 11.1.5** The Developers further confirms and undertakes that the funds received as aforesaid shall be appropriated and used by the developers solely and exclusively for the execution and implementation of the project and for no other purpose whatsoever and howsoever.
- 11.1.6** For the avoidance of any doubt it is further clarified that the above stated loan if any obtained by the developers and/or the terms and conditions attached to/ governing the same shall in no manner impede and/or prejudice and/or hamper and/or hinder the right of the owners to receive the owners share in terms of this agreement and the Developers undertakes and covenants to ensure that the aforesaid is strictly enforced and complied with.
- 11.1.7** 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.
- 11.2** All the transferees shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired. If the parties decide to shift to the space sharing model at any stage of development, and in the event certain parts of Owner's allocation delivered to the Owners in terms of clauses 12.4.2 and 12.6 remain unsold on completion of a phase or construction and/or finishing of the entire Complex and/or phases thereof, such extras and deposits shall be payable by the Owners as and when the Flats will be sold and if any flat remains unsold even after expiry of twelve months from the completion of the concerned phases/entire Complex, the Owners will pay EDC out of its own funds for the unsold flats except the following amounts -
- (a) Stamp Duty and registration fee, legal charges;
  - (b) Service Tax on the Owners Allocation, which shall be paid by the Developer and recovered by the Developer to the extent allowable in law from the transferees of the Owners' Allocation and in case of separate allocation from the Owners in respect of the separately allocated and for unsold Owners' Allocation, the liability of the Owners to reimburse shall be as soon as it becomes actually payable by the Developer
  - (c) Any other tax and imposition levied by the State Government, Central Government or any other authority in respect of total construction shall be exclusively paid by the Developer



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(d) For this purpose each phase/the entire Complex shall be deemed to be completed by the Developer on making the same habitable and issuance of the Completion certificate by the Municipal Authority

11.3 The entire proceeds against marketing of the project/Complex would be shared by and between the parties in the ratio of 28% belonging to the Owners and 72% belonging to the Developer (hereinafter referred to as "the said ratio"). The marketing costs which includes the advertisement and promotion costs of the project shall be shared by the Owners and the Developers as agreed and the share of the Owner is fixed at 3.5% of the sale price of the Owners' Allocation which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). In connection with the sharing of realisation the following is agreed:

- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fifth Schedule, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio 28% and to the Developer in the said ratio of 72%.
- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas and any surplus arising or remaining on any EDC account with the Developer shall be distributed between the parties in the said Ratio. Provided that if there is a shortfall in this account the same shall also be borne by both the parties in the agreed ratio.
- (c) The Owners will be at liberty to inspect the accounts in all respects mentioned herein for their satisfaction.
- (d) All realisation shall be deposited in a specified escrow bank account jointly opened by the parties (Special Account) and all customers will be required to be notified about mentioning of the bank account in the cheques and other instruments for making payments on any account relating to the project. There shall be standing instructions to the bank about transfer of the funds therein to the respective bank accounts of the Owners and the Developer in the said Ratio. The Developer hereto of the other part shall be bound and obliged to provide the owners party hereto of the one part, on a fortnightly basis, bank statements of the escrow account. The developer further undertakes and covenants not to utilize/apply/withdraw any part or portion of his share until fulfillment of any outstanding obligations of the developer in respect of the payment of the outgoings together with the interest and/or penalty thereon, if any.

## 12. DEALING WITH SPACES IN THE NEW BUILDINGS:



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- 12.1 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer with consent from the Owners from time to time (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer.
- 12.2 In marketing the said project, name and logo of Swadha Group would also figure in all marketing materials with the same size as the names and logos of the Developer group.
- 12.3 All properties benefits and rights that can be commercially exploited in the Complex (in short Transferable Areas) shall, be sold or otherwise transferred by the Owners and the Developer jointly.
- 12.4 The parties in consultation with each other shall determine the price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said land keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price until separate allocation in terms hereof.
- 12.4.1 The parties in consultation with each other shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to.
- 12.4.2 In case the parties fail to reach a consensus regarding the selling price or any other material decision in terms of clause 12.4 and 12.4.1 in respect thereof then in that event, the Owner shall have the sole discretion to notify (in writing) the Developer to mutually allocate those unsold areas which are the subject matter of disagreement, and on being so notified the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the marketing expense shall not be applied to such allocated area.
- 12.5 All agreements, sale deeds and documents of transfer shall have both the owners and the developers as parties and signed by their respective authorised signatory.
- 12.6 Except as otherwise separately allocated in terms of clause 12.4.2 hereof, at any time after refund/adjustment of the ninety-percent of the security deposit, as the owners may, in their sole discretion desire and notify the Developer in writing thereabout, or within twelve months of completion of the Complex/project in its entirety and obtaining statutory Occupancy Certificate thereof, any unsold areas shall be divided between the Owners and the Developer in the said Ratio and on pari passu basis. As after the division, each party shall be entitled to deal with its respective allocation without prejudice to the obligation of the Developer to complete the Building Complex in the manner agreed to herein.



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- 12.7 If the parties at any stage adopt the Space sharing model and in case of sale of any portion of the separate Owners' Allocation by the Owners, the Owners shall directly receive the payment from the buyers, make payment of brokerage and shall pay the Developer the proportionate share of the actual advertisement and promotion costs. The Transferees shall directly pay or deposit the extras and deposits mentioned in the **Fourth Schedule** hereunder written to the Developer provided that in case by then the Owners have paid the amounts in terms of clause 11.5, then the Owners shall receive the EDC from the Transferees.
- 12.8 The Developer shall also make over possession of the separate Owners' Allocation or so much thereof as would be ready for possession in the concerned phase, subject however the Owners refunding the apportioned deposit to the Developer as per clause 11.2.1 hereinabove in the manner mentioned therein and only then the Developer shall be entitled to deliver possession of the corresponding separate Developer's Allocation in such phase to its transferees. The balance portion out of such allocation, if still to be completed shall be completed by the Developer and would be made over in the manner herein contained.
- 12.9 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.
- 12.10 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners in terms of clause 14.2 below provided the same is made fit for habitable use with effect from the date of receiving completion certificate of the respective blocks.
- 12.11 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates and vetted by the Owners and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.
- 12.12 The Owners and the Developer agree to execute all such deeds and documents that may be required by their Purchasers of their respective allocation to enable them to obtain loan from Bank etc. without creating any liability or obligation upon them.

13. **MUNICIPAL TAXES AND OUTGOINGS:**



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- 13.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said land relating to the period prior to 14<sup>th</sup> day of April 2012 shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 13.2 As from the date of execution hereof, the Developer shall pay the Rates in respect of the said land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the Transferees shall become liable and responsible for payment Provided That in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse 28% of the same to the Developer.
- 14. POST COMPLETION MAINTENANCE:**
- 14.1 On completion of each phase the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Occupancy Certificate from the concerned municipal authorities in respect of the area forming part of such notice and make the same habitable including in respect of the services (such as water, drainage, electricity, lift etc.,) and infrastructure.
- 14.2 In case of separate allocation of any part of the Owners' Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 11.5 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.
- 14.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof and in case any party is in default in payment of its liability, such party shall keep the other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 14.4 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.



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- 14.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring pipes, electrical and mechanical equipment and other installations appliances and equipments and all other expenses incurred for common purpose.
15. **COMMON RESTRICTIONS:**
- 15.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupants of the New Buildings.
- 15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 15.3 It is agreed between the parties that the Developer shall in consultation with the Owners frame a scheme for the management and administration of the New Buildings and all the occupants of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.
16. **OBLIGATIONS OF THE DEVELOPER:**
- 16.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 16.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 16.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 16.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such



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construction or otherwise relating thereto and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

- 16.5 All tax liabilities in relation to the construction including sales tax, works contract tax and other dues shall be paid by the Developer subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners.
- 16.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 16.7 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained. It is clarified that the Developer shall until completion of the Complex be under the control and management of its present constituents and of no one else.
- 16.8 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.
17. **OBLIGATIONS OF OWNERS** During the subsistence of this agreement:
- 17.1 The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land.
- 17.2 The Owners undertake to act in good faith towards the Developer so that the Project can be successfully completed.
- 17.3 The Owners shall provide the Developer with all available documentation and information relating to the said land as may be required by the Developers from time to time.
- 17.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 17.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 17.6 The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.



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- 17.7 During the subsistence of this agreement the Owners shall not transfer the said land to any other person without the prior written consent of the Developer. The restriction in this clause shall not affect the transfer of the Owners' Allocation or any part thereof in any manner.
- 17.8 Except with the prior permission from the Owner in writing, the persons now in control and management of the constituents of the Developer shall not part with their controlling interest except within promoter group of the constituents.
- 18. INDEMNITY:**
- 18.1 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 Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules, regulations, laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof.
- 18.2 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect.
- 19. MISCELLANEOUS:**
- 19.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 19.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.3 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.
- 19.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.5 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 19.6 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings 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 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



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execute any such additional power of attorney and/or authorisation as may be required by the Developers 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.

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

19.8 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 or Wealth Tax in respect of transfer of the Owners' Allocations 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' Allocations.

19.9 The name of the project shall be decided by the Developer in consultation with the Owners.

20. **DEFAULTS:**

20.1 The following shall be the events of default:-

- a) If the Owners fail to apply for and obtain mutation of the said land in the names of the respective owners with the records of the Block Land & Land Reforms Officer, Barasat-1 and Barasat -2 in terms hereof.
- b) If the Owners fail to apply for and obtain mutation of the said land in the names of the respective Owners with the records of the Barasat Municipality and Madhyamgram Municipality in terms hereof.
- c) If the Owners fail to apply for and obtain conversion of the said land to homestead or bastu land with the records of the State of West Bengal in terms hereof.
- d) If the Developer complies with its obligations hereunder and the Owners fail to comply with any other obligation contained herein.
- e) If the Developer fails to apply for and obtain the sanctioned plans or to construct, erect and complete the complex or deliver the Owner's Allocation within the time and in the manner contained herein.
- f) If the Developer fails to perform its other obligations in the manner or within the time stipulated herein.

20.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.

20.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.



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- 20.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.
- 20.4.1 On expiry of the said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.
- 20.4.2 In the event, the Developer is unable to rectify the breach or the default inspite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement.
- 20.5 In the event of the Developers committing delay or default in performing their obligations of depositing and sanctioning the Building Plan within the stipulated time herein, the Owners in addition to other rights provided herein at its sole option will have the right to terminate this Agreement by serving on the Developers one month written notice in respect thereof. Upon such termination of this Agreement neither party shall have any claim against each other except that the owners shall refund the Advance and deposit paid by the Developers within a period of six months without any interest. The official expenses incurred by the Developers for the purpose of development till that date shall be reimbursed by the Owners to the Developers in the agreed ratio.
- 20.6 However in case of default on the part of the Developers in its obligation pertaining to construction and completion of the Building complex or any part thereof, then for such default the developers shall suffer a penalty which shall be a liquidated sum of Rs. 2 Lacs per month for the period of delay. Furthermore, all obligations and liabilities on any account whatsoever towards any Transferee shall be for and to the account of and borne and paid by the Developer alone.

**FORCE MAJEURE:**

- 21.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, 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 any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation.
- 21.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party 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



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Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 21.3 hereof. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

21.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

21.4 The Party 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.

**22. ENTIRE AGREEMENT:**

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

**23. 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.

**24. NOTICE:**

24.1 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). So far as the Owners and Developer are concerned the notice should only be given to:

a) **In case of the Owners:**  
Mr. Bindu Kumar Drolia  
4, Clive Row, 4<sup>th</sup> Floor,  
Mukti Chamber, Room No. 405  
Kolkata - 700011.

b) **In case of the Developer:**  
Mr. Ram Narash Agarwal  
36/A Elgin Road,  
Kolkata - 700 020.

24.2 Any such notice or other written communication shall be deemed to have been served.



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- 24.2.1 If delivered personally at the time of delivery and duly receipted
- 24.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities
- 24.2.3 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. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 24.2.1 or 24.2.2 above
- 24.3 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.
25. **SPECIFIC PERFORMANCE:**  
In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.
26. **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 shall be conducted in English and venue shall be Kolkata only
27. **JURISDICTION:**  
Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Purchased Land)**

ALL THAT the several pieces and parcels of land collectively amounting to 522.228 bighas more or less (equivalent to 8.6319 acres more or less), comprised in several R.S./L.R. Dag Nos.,



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appertaining to several L.R. Khatian Nos., all as detailed hereinbelow, J.L. No. 42, comprised in Mouza Kutulsahi, Police Station Barasat, Post Office Barasat, Holding No 1048 Kutul Sahi Road under Barasat Municipality, Ward No 29, Kolkata - 700155 and the several pieces and parcels of and collectively admeasuring 68.97 cottahs more or less (equivalent to 1.14 acres more or less), comprised in several R.S./L.R. Dag Nos., appertaining to several L.R. Khatian Nos., all as detailed hereinbelow, J.L. No. 74, comprised in Mouza Digberia, Police Station Madhyamgram, Post Office Madhyamgram, Holding No 233 under Madhyamgram Municipality, Ward no 12, Kolkata - 700155, District 24 Parganas (North) aggregating in total admeasuring area to 9.7719 acres equivalent to 591.199 Cottahs and delineated in Colour GREEN in the map or Plan annexed hereto:

Mouzas	R.S & L.R. Dag Nos.	L.R. Khatian Nos.	Total Area in Dag in decimal	Area Purchased (in decimal)	Mutated in the name of owners At BL & LRO
DIGBERIA	9	1760/1	35	03	02
DIGBERIA	14	1759/1, 175 1, 1761	61	39	38
DIGBERIA	15	1289, 1749 1231, 1292, 1293, 1294	54	54	54
DIGBERIA	21/360	1748, 1750	18	18	18
KUTULSAHI	539	895, 898, 881, 900	37	37	37
KUTULSAHI	540	889, 893, 897, 899, 999, 1000, 1001, 1002	71	71	71
KUTULSAHI	541	861, 843	14	14	14
KUTULSAHI	542	835, 836, 851, 868, 869, 870, 872, 896	74	74	74
KUTULSAHI	543	830, 834	19	19	19
KUTULSAHI	544	832, 862, 863, 864,	89	08	89



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		836, 873, 876, 876, 879			
KUTULSAHI	544/59 6	827, 833, 844, 874	38	38	38
KUTULSAHI	546	892, 882, 861, 770, 769, 768, 890, 885, 876, 871	149	127	102
KUTULSAHI	547	995, 997, 99 8	26	26	26
KUTULSAHI	551	793, 794	22	22	22
KUTULSAHI	552	888	32	6.19	6.19
KUTULSAHI	555	846, 842, 841, 852, 867, 854 853, 849, 861	84	84	84
KUTULSAHI	570	572	44	13	0
KUTULSAHI	570/59 5	877	17	10	10
KUTULSAHI	571	838, 855, 856, 830	35	35	35
KUTULSAHI	572	858, 860, 847, 818	30	30	30
KUTULSAHI	573	860, 828, 837, 839, 859	44	44	44
KUTULSAHI	574	859, 857, 829, 840, 845, 831	48	48	48
KUTULSAHI	575	830, 831, 834, 850	28	26	28
KUTULSAHI	545	991, 992, 993, 994, 99 5	14	14	14
KUTULSAHI	548	991, 992, 99 3, 994, 995	40	36	36
		TOTAL :		977.19	950.19

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
COMMON AREAS, FACILITIES AND AMENITIES**

1. Swimming pool with changing rooms
2. Air conditioned community hall and attached community lawn.
3. Health club with steam.



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4. Games room with pool table, table tennis and other board games.
5. Library.
6. Children play zone.
7. Indoor toddler's zone.
8. Home theater.
9. Multipurpose court.
10. Central landscaped garden
11. Common roof
12. Filtered water supply.
13. Round the clock security.
14. Elevators in all blocks.
15. Generator facility at extra cost
16. Cable TV wiring.

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

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Maintaining and operating the lifts.



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12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development of any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made hereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flat.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders hereunder and employing suitable persons or firm to deal with those matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
24. Any other expense for common purpose.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**DEPOSITS/EXTRA CHARGES/TAXES**

- **Special Amenities/Facilities.** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.



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- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.  
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**Part - I**

**(Developers' Allocation)**

72% (seventy two percent) of the total realisation from sale of total constructed area of the complex to comprise in various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion of car parking spaces (open and covered), **TOGETHER WITH** the share in the same proportion in the said land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

**Part - II**

**(Owners' Allocation)**

28% (Twenty Eight percent) of the total realisation from sale of total constructed area of the complex to comprise in various flats, units, apartments, office blocks, show rooms, shop rooms and/or constructed spaces of the buildings to be constructed on the said land **TOGETHER WITH** the share in the same proportion of car parking spaces (open and covered), **TOGETHER WITH** the share in the same proportion in the said land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**SPECIFICATIONS**

**FLOORING** – Vitrified tiles in drawing, dining



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**BEDROOMS**– Ceramic tiles.

**TOILETS AND KITCHEN** - Ceramic tiles

**GROUND FLOOR LOBBY** – Marble/vitrified tiles

**STAIRCASE** –Kota stone

**DOORS** - Decorative main door, others wooden framed enamel painted flush doors.

**WINDOWS** - Aluminium sliding windows with clear glass and grills.

**BATHROOM FITTINGS**- Ceramic tiles upto door height. Sanitary wares and cp fittings of reputed make. Hot and cold water supply.

**KITCHEN** - Granite top counters with stainless steel sink. Ceramic tiles upto 2 feet above kitchen platform.

**ELECTRICAL** - Concealed copper wiring. Semi modular switches of reputed brands.

**WALLS** - Plaster of paris finish.

**LIFTS** – Automatic Lifts.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**TITLE DEEDS OF THE OWNERS**

The Owners purchased the Said Land by following registered Conveyance Deeds in Book No. 1 and 2: <b>DATE</b>	<b>OWNER</b>	<b>Deed No.</b>	<b>Vol No</b>	<b>PAGES</b>	<b>Registry Office</b>
25.05.2012	Santosh Kr. Rungta	7716/12	24	2997 to 3014	D.S.R. – II North 24 Parganas
do	Kiran Roongta	7655/12	24	1990 to 2008	D.S.R. – II North 24 Parganas
do	Mohanlal Roongta	7656/12	24	2009 to 2028	D.S.R. – II North 24 Parganas
Do	Hemlata Roongta	7691/12	24	2625 to 2643	D.S.R. – II North 24 Parganas
17.01.2008 & 27/12/2013	Swadha Nirman Pvt Ltd Pawan Commosales Pvt. Ltd. Swadha Realtors Pvt. Ltd. Swadha Promoters Pvt. Ltd.	16334/13220 2204/08 2205/08 2202/08			



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	Swacha Estate Pvt. Ltd		57 02	3569 to 3564 14350 to 14085 14086 to 14081 14020 to 14035	D.S.R. I North 24 Parganas  A.D.S.R. Barisal
	Swadha Estate Pvt. Ltd				
27.04.2012	Nikku Estate Pvt. Ltd	6030/12	19	909 to 818	C.S.R. - I North 24 Parganas
do	Nkurj Drolia	6034/12	19	873 to 891	D.S.R. - II North 24 Parganas
10.03.2012	Pawan Kumar Drolia	13513/12	46	1284 to 1300	D.S.R. - II North 24 Parganas
do	Sumita Drolia	13514/12	40	1301 to 1517	D.S.R. - II North 24 Parganas
do	Aresh Saral	13504/12	46	1116 to 1132	D.S.R. - II North 24 Parganas
do	Sharwan Kr. Drolia	13512/12	46	1207 to 1293	D.S.R. - II North 24 Parganas
do	Sushil Kr. Kajaria	13503/12	45	1215 to 1230	D.S.R. - I North 24 Parganas
do	Sushil Kr. Kajaria HUF	13511/12	45	1249 to 1266	D.S.R. - II North 24 Parganas
do	Sita Kajaria	13505/12	46	1133 to 1352	D.S.R. - II North 24 Parganas
do	Ashish Kajaria	13517/12	45	1139 to 1189	C.S.R. - I North 24 Parganas
27.04.2012	Tanuj Titora	6036/12	19	910 to 927	D.S.R. - II North 24 Parganas
do	Tanuj Properties Pvt. Ltd.	6026/12	19	728 to 735	D.S.R. - II North 24 Parganas
25.06.2012	Mrs. Ruchi Roongla	7657/12	24	2029 to 2046	D.S.R. - II North 24 Parganas
do	Mrs. Pushpa Roongla	7662/12	24	2119 to 2133	D.S.R. - I North 24 Parganas
do	Kailash Kr. Roongla HUF	7663/12	24	2137 to 2154	D.S.R. - II North 24 Parganas
do	Rajesh Roongla HUF	7665/12	24	2173 to	D.S.R. - I



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				2190	North 24 Parganas
do	Mr. Rajesh Rongla	7636/12	24	2191 to 2208	D.S.R. - I North 24 Parganas
do	Mr. Rekesh Rongla	7668/12	24	2227 to 2244	D.S.R. - II North 24 Parganas
do	Mrs. Jyoti Rongla	7689/12	24	2589 to 2606	D.S.R. - I North 24 Parganas
do	Subhash Kr. Rongla HUF	7680/12	24	2607 to 2624	D.S.R. - II North 24 Parganas
10.09.2012	Plazma Distributors Pvt. Ltd.	13516/12	46	1336 to 1353	D.S.R. - II North 24 Parganas
do	Rausan Agarwal	13555/12	46	1338 to 1355	D.S.R. - II North 24 Parganas
25.05.2012	Mr. Shrey Rongla	7658/12	24	2047 to 2064	D.S.R. - II North 24 Parganas
do	Mrs. Be'la Rongla	7659/12	24	2055 to 2082	D.S.R. - II North 24 Parganas
do	Mr. Karish Kr. Rongla	7660/12	24	2083 to 2109	D.S.R. - II North 24 Parganas
do	Mrs. Anita Rongla	7661/12	24	2101 to 2118	D.S.R. - II North 24 Parganas
do	Mr. Mohanlal Rongla HUF	7664/12	24	2155 to 2172	D.S.R. - I North 24 Parganas
do	Miss Anu Bajaj	7657/12	24	2208 to 2226	D.S.R. - II North 24 Parganas
do	Mr. Subhash Kr. Rongla	7692/12	24	2644 to 2661	D.S.R. - I North 24 Parganas
do	Santosh Kr. Rongla HUF	7714/12	24	2951 to 2976	D.S.R. - II North 24 Parganas
do	Mr. Abhishek Rongla	7755/12	24	2979 to 2996	D.S.R. - II North 24 Parganas
27.04.2012	Pushpa Devi Doria	6017/12	19	566 to 583	D.S.R. - II North 24 Parganas
do	Kuhu Properties Pvt. Ltd.	6022/12	19	656 to 673	D.S.R. - II North 24 Parganas
do	Tirupati Ashray Pvt. Ltd.	6023/12	19	762 to 799	D.S.R. - II North 24 Parganas



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do	Tirumala Niwas Pvt. Ltd.	6033/12	19	855 to 872	D.S.R. - II North 24 Parganas
16.02.2012	Jayanti Plaza Pvt. Ltd.	2361/12	07	2311 to 2362	D.S.R. - II North 24 Parganas
	Jayanti Infraprojects Pvt. Ltd.	2362/12	07	2363 to 2414	D.S.R. - II North 24 Parganas
	Jayanti Promoters Pvt. Ltd.	2363/12	07	2415 to 2466	D.S.R. - II North 24 Parganas
	Jayanti Niketan Pvt. Ltd.	2364/12	07	2467 to 2518	D.S.R. - II North 24 Parganas
	Jayanti Niwas Pvt. Ltd.	2365/12	07	2519 to 2571	D.S.R. - II North 24 Parganas
	10.09.2012	Superdeal Developers Advisory Pvt. Ltd.	13503/12	46	1098 to 1115
do	Toplink Developers Consultancy Pvt. Ltd.	13506/12	46	1151 to 1168	D.S.R. - II North 24 Parganas
do	Shradha Agarwal	13510/12	46	1231 to 1248	D.S.R. - II North 24 Parganas
12.08.2011	Acumen Commotrade Pvt. Ltd.	10993/11 10998/11	36	1517 to 1538	D.S.R. - II North 24 Parganas
	Crown Trade Com Pvt. Ltd.				
	Shyama Highrise Pvt. Ltd.				
27.04.2012	Mr. Vineet Drolia	6023/12	19	674 to 691	D.S.R. - II North 24 Parganas
do	Mr. Binod Kr. Drolia	6025/12	19	710 to 727	D.S.R. - II North 24 Parganas
do	Permanand Drolia	6027/12	19	746 to 763	D.S.R. - II North 24 Parganas
do	Mrs. Sushila Drolia	6031/12	19	819 to 836	D.S.R. - II North 24 Parganas
18.11.2011	Jayanti Enclave Pvt. Ltd.	14936/11	50	1262 to 1282	D.S.R. - II North 24 Parganas
	Jayanti Infradevelopments Pvt. Ltd.				
27.04.2012	Tanisha Estate (P) Ltd.	6016/12	19	548 to 565	D.S.R. - II North 24 Parganas
do	Naina Distributors Pvt. Ltd.	6018/12	19	584 to 601	D.S.R. - II North 24 Parganas
do	Darsh Enclave Pvt. Ltd.	6019/12	19	602 to 619	D.S.R. - II North 24



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do	Confirm Rebuild Pvt. Ltd.	6020/12	19	520 to 637	Parganas D.S.R. - II North 24
do	Neelam Doria	6021/12	19	638 to 655	Parganas D.S.R. - I North 24
do	Sirhan Cement Co Pvt. Ltd.	6024/12	19	682 to 709	Parganas D.S.R. - II North 24
do	Varun Apartments Pvt. Ltd.	6028/12	19	764 to 781	Parganas D.S.R. - II North 24
do	Keshav Towers Pvt. Ltd.	6032/12	19	637 to 654	Parganas D.S.R. - II North 24
12.06.2012	Pratish Doria	6035/12	15	802 to 909	Parganas D.S.R. - I North 24
12.05.2012	Ndli vyapar Pvt. Ltd.	6675/12	27	3956 to 3553	Parganas D.S.R. - II North 24
do	Sabkama Exports India Pvt. Ltd.	6683/12	27	4005 to 4025	Parganas D.S.R. - II North 24
do	Emblem Tradelink Pvt. Ltd.	8713/12	27	4527 to 4544	Parganas D.S.R. - II North 24
do	Dreamview Agencies Pvt. Ltd.	8724/12	27	4721 to 4738	Parganas D.S.R. - I North 24
do	Saraf Silk Exports Pvt. Ltd.	8718/12	27	4615 to 4635	Parganas D.S.R. - II North 24
do	Dhankuber Complex Pvt. Ltd.	8667/12	27	3820 to 3837	Parganas D.S.R. - I North 24
do	Synergy Commodities Pvt. Ltd.	8673/12	27	3900 to 3917	Parganas D.S.R. - II North 24
do	Facilia Portfolio Fund Pvt. Ltd.	8677/12	27	3954 to 3971	Parganas D.S.R. - II North 24
do	NK Distillers Pvt. Ltd.	8664/12	27	3784 to 3801	Parganas D.S.R. - I North 24
do	Maximum Merchandise Pvt. Ltd.	8680/12	27	3950 to 4007	Parganas D.S.R. - I North 24
do	Ursoni Deatrade Pvt. Ltd.	8720/12	27	4054 to 4071	Parganas D.S.R. - II North 24
do	Genus Dealcorn Pvt. Ltd.	8714/12	27	4545 to 4562	Parganas D.S.R. - II North 24
do	Frontline Deacom Pvt. Ltd.	8665/12	27	3802 to 3819	Parganas D.S.R. - II North 24



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do	N.K. Tricorn Pvt. Ltd.	8674/12	27	3918 to 3535	Parganas D.S.R. - II North 24 Parganas
do	Jaevanjyoti Infotech Pvt. Ltd.	8716/12	27	4582 to 4589	D.S.R. - II North 24 Parganas
do	Energize Vntroce Pvt. Ltd.	8717/12	27	4603 to 4617	D.S.R. - I North 24 Parganas
do	Cuden Tie Up Pvt. Ltd.	8718/12	27	4636 to 4653	D.S.R. - II North 24 Parganas
do	Churose Tie Up Pvt. Ltd.	8673/12	27	3972 to 3989	D.S.R. - I North 24 Parganas
12.06.2012	NK Enterprises Pvt. Ltd.	8712/12	27	4503 to 4526	D.S.R. - II North 24 Parganas
10.09.2012	Jayant Infrastructure Pvt. Ltd.	15517/12	46	1354 to 1374	D.S.R. - II North 24 Parganas
10.10.2012	M/S Indigo Projects Pvt. Ltd. & Anr	15063/2012	52	1765 to 1861	D.S.R. - II North 24 Parganas
do	V/S Drota Brothers HUF	15066/2012	52	1844 to 1860	D.S.R. - II North 24 Parganas
do	M/S Jugal Kishore Brougla HUF	15067/2012	52	1861 to 1877	D.S.R. - II North 24 Parganas
do	Pawan Kumar Prabhush Kumar HUF	15064/2012	52	1832 to 1618	D.S.R. - I North 24 Parganas
26.02.2013	Smt. Sudha Agarwal	3529/2013	13	4282 to 4295	D.S.R. - II North 24 Parganas
do	Jayant Infra Realtors Pvt. Ltd.	3527/2013	13	4254 to 4257	D.S.R. - II North 24 Parganas
do	Jayant Infra Promoters Pvt. Ltd.	3528/2013	13	4268 to 4281	D.S.R. - I North 24 Parganas
27.12.2013	Rupak Trading Pvt. Ltd.	16330/13	57	3910 to 3923	D.S.R. - II North 24 Parganas
27.12.2013	Shreesidhi Deolconda Pvt. Ltd.	16331/13	57	3924 to 3037	D.S.R. - I North 24 Parganas
11.09.2015	Esquire Impex Pvt. Ltd.	150306163 of 2015	1503	62287 to 62313	ADSR Baraset
14.06.2015	Jayant Highis Pvt. Ltd.	150305607 of 2015	1503	46248 to 46299	ADSR Baraset
04.09.2014	Sudha Agarwal	7216 of 2014	16	3157 to 3184	D.S.R. - III North 24



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05.13.2015	Jayanti Heights Pvt. Ltd.	150250138 of 2015	1502	1673 to 1695	D.S.R. - II North 24
23.11.2015	V G Shelters Pvt. Ltd.	150307650 of 2015	1503	99335 to 99677	ADSR Barasat
28.02.2016	Esquire Impex Pvt. Ltd.	150301517 of 2016	1503	38981 to 39012	ADSR Barasat
09.04.2014	Esquire Impex Pvt. Ltd.	2690 of 2014	17	722 to 737	ADSR Barasat
17.17.2014	Sujan Awas Pvt. Ltd.	5570 of 2014	19	4351 to 4374	D.S.R. - III North 24
22.01.2015	Anumati Vincom Pvt. Ltd.	30774 of 2015			D.S.R. - III North 24
22.01.2015	Asma Vincom Pvt. Ltd.	30749 of 2015	2	4345 to 4365	D.S.R. - III North 24

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**LIST OF MERGED COMPANIES**

	NAME OF MERGED COMPANY INTO M/s SWADHA NIRMAN PVT. LTD. FROM AMONGST ERSTWHILE OWNERS
	Accumax Commodtrade Pvt. Ltd.
	Crown Tradecom Pvt. Ltd.
	Jayanti Infra Promoters Pvt. Ltd.
	Jayanti Infra Realtors Pvt. Ltd.
	Jayanti Infaprojects Pvt. Ltd.
	Jayanti Niketan Pvt. Ltd.
	Jayanti Niwas Pvt. Ltd.
	Jayanti Piazza Pvt. Ltd.
	Jayanti Promoters Pvt. Ltd.
	Pawan Comsales Pvt. Ltd.
	Shyama Highrise Pvt. Ltd.
	Swadha Enclave Pvt. Ltd.
	Swadha Estates Pvt. Ltd.
	Jayanti Heights Pvt. Ltd. Pvt. Ltd.
	Swadha Promoters Pvt. Ltd.
	Swadha Realtors Pvt. Ltd.
	Anumati Vincom Pvt. Ltd.



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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 DELIVERY by the said SWADHA NIRMAN PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1.

  
S/o Crampat Ram Bhaw Singh  
Kestapur, Kolkata

2.

S. JAIN  
S/o Sangay Jain  
56/2, KING'S ROAD  
KESHAV APARTMENT  
HOWRAH- 71101

SIGNED, SEALED AND DELIVERY by the said JAYANTI ENCLAVE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1.

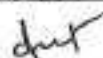


2.



SIGNED, SEALED AND DELIVERY by the said JAYANTI INFRADEVELOPERS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

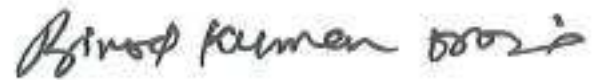
1.



2.




FOR SWADHA NIRMAN PVT. LTD



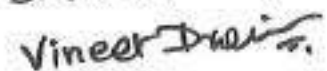
(DIRECTOR)

FOR JAYANTI Enclave Pvt. Ltd



Director

FOR JAYANTI InfraDevelopers (P) Ltd



Director.




✓



District Sub-Registrar III  
North 24-Parganas, Bardhaman

21 APR 2017

SIGNED, SEALED AND DELIVERY by the said JAYANTI INFRANIRMAN PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said DARSH ENCLAVE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 04/04/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said TANUJ PROPERTIES PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 02/04/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said KUHU PROPERTIES PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 04/04/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said NIKKU ENCLAVE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 04/04/17 at Kolkata in the presence of :

1. 
2. 

for Jayanti Infransaram (P) Ltd

Vineet Dasgupta  
Director.

**DARSH ENCLAVE PVT. LTD.**

*Vsha Dasgupta*  
Director

**TANUJ PROPERTIES PVT. LTD.**

*Vsha Dasgupta*  
Director

**Kuhu Properties Pvt. Ltd.**

*Vsha Dasgupta*  
Director

**NIKKU ENCLAVE PVT. LTD.**

*Vsha Dasgupta*  
Director



✓

District Sub-Registrar III  
North 24 Parganas, Baranagar

21 APR 2017

SIGNED, SEALED AND DELIVERY by the said NAINA DISTRIBUTORS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 30/3/17 at Kolkata in the presence of :

1. 
2. 

**NAINA DISTRIBUTORS PVT. LTD.**

  
Director

SIGNED, SEALED AND DELIVERY by the said SIMRAN COMMOTRADE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 21/3/17 at Kolkata in the presence of :

1. 
2. 

**SIMRAN COMMOTRADE PVT. LTD.**

  
Director

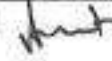

SIGNED, SEALED AND DELIVERY by the said TANISHA ESTATE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 30/3/17 at Kolkata in the presence of :

1. 
2. 

**TANISHA ESTATES PVT. LTD**

  
Director


SIGNED, SEALED AND DELIVERY by the said TIRUPATI ASHRAY PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 30/3/17 at Kolkata in the presence of :

1. 
2. 

**Tirupati Ashary Pvt. Ltd.**

  
Director

SIGNED, SEALED AND DELIVERY by the said M/S DROLIA BROTHERS HUF at Kolkata in the presence of :

1. 
2. 

**DROLIA BROTHERS (HUF)**

  
Karta



*[Handwritten signature]*

District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017



SIGNED, SEALED AND DELIVERY by the said VARUN APARTMENTS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 03/04/17 at Kolkata in the presence of :

1. 

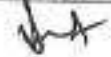
2. 

SIGNED, SEALED AND DELIVERY by the said M/S PAWAN KUMAR PRATUSH KUMAR HUF at Kolkata in the presence of :

1. 

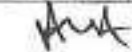
2. 

SIGNED, SEALED AND DELIVERY by the said KESHRI TOWERS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 31/3/17 at Kolkata in the presence of :

1. 

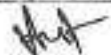
2. 

SIGNED, SEALED AND DELIVERY by the said TIRUMALA NIWAS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 03/4/17 at Kolkata in the presence of :

1. 

2. 


SIGNED, SEALED AND DELIVERY by the said CONFIRM REALBUILD PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 3/3/17 at Kolkata in the presence of :

1. 

2. 

VARUN APARTMENTS PVT. LTD.  
  
Director

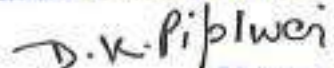
For PAWAN KUMAR PRATUSH KUMAR (H.U.F.)


  
KARTA

Keshri Towers Pvt. Ltd.

  
Director

Tirumala Niwas Pvt. Ltd.

  
Director

Confirm Realbuild Pvt. Ltd.  
  
Director



District Sub-Registrar-III  
North 24-Parganas, Barasat  
21 APR 2017

SIGNED, SEALED AND DELIVERY by the said EMBLEM TRADELINK PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 14/3/17 at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SUBHKAMNA EXPORTS INDIA PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said NK DISTRIBUTORS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SARAF SILK EXPORTS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said PACIFIC PORTFOLIO FUND PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. 
2. 

EMBLEM TRADELINK PVT. LTD.  
Anurag Agarwal  
Director/Authorised Signatory

SHUBKAMNA EXPORTS INDIA PVT. LTD.  
Nidhi Agarwal  
Director/Authorised Signatory

NK Distributors Pvt. Ltd.  
Nidhi Agarwal  
Director/Authorised Signatory

For Saraf Silk Exports Pvt. Ltd.  
Sudha Agarwal  
Director/Authorised Signatory

For Pacific Portfolio Fund Pvt. Ltd.  
Sudha Agarwal  
Director/Authorised Signatory



District Sub-Registrar-III  
North 24 Parganas, Barisal  
21 APR 2017

SIGNED, SEALED AND DELIVERY by the said GENIUS DEALCOM PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. *Aut*
2. *Jain*

SIGNED, SEALED AND DELIVERY by the said N.K. TRACOM PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. *Aut*
2. *Jain*

SIGNED, SEALED AND DELIVERY by the said NK ENTERPRISES PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. *Aut*
2. *Jain*

SIGNED, SEALED AND DELIVERY by the said SUPERDEAL DEVELOPERS ADVISORY PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. *Aut*
2. *Jain*

SIGNED, SEALED AND DELIVERY by the said PLAZMA DISTRIBUTORS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. *Aut*
2. *Jain*

for Genius Dealcom Pvt. Ltd.  
Prateek Agarwal  
Director/Authorised Signatory

NK TRACOM PVT. LTD  
Prateek Agarwal  
Director

NK ENTERPRISES PVT. LTD  
Prateek Agarwal  
Director

SUPERDEAL DEVELOPERS ADVISORY PVT. LTD  
Prateek Agarwal  
Director/Authorised Signatory



PLAZMA DISTRIBUTORS PVT. LTD  
Rakesh Agarwal  
Director/Authorised Signatory



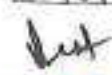

*[Handwritten signature]*

District Sub-Registrar-III  
North 24-Parganas, Barasat  
21 APR 2017

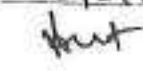

SIGNED, SEALED AND DELIVERY by the said NIDHI VYAPAAR PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 


SIGNED, SEALED AND DELIVERY by the said SYNERGY COMMOMDEAL PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said MAXIMUM MERCHANDISE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said BLUEROSE TIE UP PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said TOPLINK DEVELOPERS CONSULTANCY PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

NIDHI VYAPAAR PRIVATE LIMITED  
Prateek Agarwal  
Director

Synergy Commodeal Pvt, Ltd  
Raushan Agarwal  
Director/Authorised Signatory

MAXIMUM MERCHANDISE PVT. LTD.  
Prateek Agarwal  
Director/Authorised Signatory

Bluerose Tie. Up Pvt. Ltd.  
Raushan Agarwal  
Director/Authorised Signatory

TOPLINK DEVELOPERS CONSULTANCY PVT. LTD.  
Prateek Agarwal  
Director/Authorised Signatory



*[Handwritten signature]*

District Sub-Registrar-III  
North 24 Parganas, Barasat



21 APR 2017



SIGNED, SEALED AND DELIVERY by the said DREAMVIEW AGENCIES PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 



SIGNED, SEALED AND DELIVERY by the said QUEEN TIE UP PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

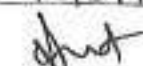

SIGNED, SEALED AND DELIVERY by the said DHANKUBER COMPLEX PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said ENERGETIC VINTRADE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said JEEVANJYOTI INFOTECH PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. 
2. 

Dreamview Agencies Pvt. Ltd  
Ravisham Aganwal  
Director/Authorised Signatory

For Queen Tie Up Pvt. Ltd  
Ravisham Aganwal  
Director/Authorised Signatory

For Dhankuber Complex Pvt. Ltd.  
Madhul Chandra Das  
Director/Authorised Signatory

Energetic Vintrade Pvt. Limited  
Madhul Chandra Das  
Director/Authorised Signatory

For Jeevanjyoti Infotech Pvt. Ltd  
Madhul Chandra Das  
Director/Authorised Signatory



District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017

SIGNED, SEALED AND DELIVERY by the said UNICORN DEALTRADE PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said FRONTLINE DEALCOM PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said INDIGO PROJECTS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said KAILASH KUMAR ROONGTA HUF at Kolkata in the presence of:

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said SHREESIDHI DEALCOMM PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of:

1. *[Signature]*
2. *[Signature]*

UNICORN DEALTRADE PVT. LTD

*Samir Ghosh.*  
Authorised Signatory/Director

For Frontline Dealcom Pvt. Ltd

*Ashwani Gupta*  
Director/Authorised Signatory

Indigo Projects Pvt Ltd  
*Geetanshu Kumar Roongta*  
Director

For Kailash Kumar Roongta HUF  
*Geetanshu Kumar Roongta*  
Karta / Member

Shreesidhi Dealcomm Pvt. Ltd  
*Shrey Roongta*  
Director



For Kanchan Kumar Rongta III

Kanchan Kumar Rongta III



District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017

RUPAK TRADING PVT. LTD.

Anup Kumar  
Director

SIGNED, SEALED AND DELIVERY by the said RUPAK TRADING PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 03/11/17 at Kolkata in the presence of :

1. Anup
2. Jain

SIGNED, SEALED AND DELIVERY by the said PUSHPA DEVI DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

पुष्पा देवी द्रोलिया

SIGNED, SEALED AND DELIVERY by the said MR VINEET DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

Vineet Drolia

SIGNED, SEALED AND DELIVERY by the said MR BINOD KR. DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

Binod Kumar Drolia

SIGNED, SEALED AND DELIVERY by the said MRS SUSHILA DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

Sushila Drolia

SIGNED, SEALED AND DELIVERY by the said NIKUNJ DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

Nikunj Drolia

SIGNED, SEALED AND DELIVERY by the said TANUJ DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

Tanuj Drolia

SIGNED, SEALED AND DELIVERY by the said MR PRATUSH DROLIA at Kolkata in the presence of :

1. Anup
2. Jain

Pratush Drolia.



District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017



SIGNED, SEALED AND DELIVERY by the said NEELAM DROLIA at Kolkata in the presence of :

1.   
Jain
2. 



SIGNED, SEALED AND DELIVERY by the said SANTOSH KR. ROONGTA at Kolkata in the presence of :

1.   
Jain
2. 



SIGNED, SEALED AND DELIVERY by the said SANTOSH KR. ROONGTA HUF at Kolkata in the presence of :

1.   
Jain
2. 



SIGNED, SEALED AND DELIVERY by the said MR SUBHASH KR. ROONGTA at Kolkata in the presence of :

1.   
Jain
2. 

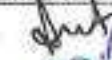

SIGNED, SEALED AND DELIVERY by the said SUBHASH KR. ROONGTA HUF at Kolkata in the presence of :

1.   
Jain
2. 



SIGNED, SEALED AND DELIVERY by the said MR KAILASH KR. ROONGTA at Kolkata in the presence of :

1.   
Jain
2. 

SIGNED, SEALED AND DELIVERY by the said HEMLATA ROONGTA at Kolkata in the presence of :

1.   
Jain
2. 

SIGNED, SEALED AND DELIVERY by the said MR. SHREY ROONGTA at Kolkata in the presence of :

1.   
Jain
2. 

SIGNED, SEALED AND DELIVERY by the said KIRAN ROONGTA at Kolkata in the presence of

1.   
Jain
2. 

Neelam Drolia

Santosh K Roongta

~~For Kailash Kumar Roongta HUF~~

For Santosh Kumar Roongta HUF

Karta / Member  
Santosh K Roongta  
Karta / Member

Subhash

SUBHASH KUMAR ROONGTA HUF

Subhash  
Karta/Member

Kailash Kumar Roongta

Hemlata Roongta

Shrey Roongta

Kiran Roongta

For District Sub-Registrar III  
North 24 Parganas, Barasat  
Kanchi Member  
Kanchi Member



✓

District Sub-Registrar-III  
North 24-Parganas, Barasat  
21 APR 2017



SIGNED, SEALED AND DELIVERY by the said MRS BELA ROONGTA at Kolkata in the presence of :

*Bela Roongta*

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MRS ANITA ROONGTA at Kolkata in the presence of :

*Anita Roongta*

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MRS RUCHI ROONGTA at Kolkata in the presence of :

*Ruchi Roongta*

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MOHAN LAL ROONGTA at Kolkata in the presence of :

*Mohan Lal Roongta*

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MR RAJESH ROONGTA at Kolkata in the presence of :

*Rajesh Roongta*

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MR RAKESH ROONGTA at Kolkata in the presence of :

**RAKESH ROONGTA**  
*[Signature]*  
Constituted Attorney

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MRS JYOTI ROONGTA at Kolkata in the presence of :

**JYOTI ROONGTA**  
*[Signature]*  
Constituted Attorney

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MR. ABHISHEK ROONGTA at Kolkata in the presence of :

*[Signature]*

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said MISS ADITI BAJAJ (ROONGTA) at Kolkata in the presence

*Aditi Bajaj*

1. *[Signature]*

2. *[Signature]*



*[Handwritten signature]*

District Sub-Registrar-III  
North 24-Parganas, Bankat

21 APR 2017

SIGNED, SEALED AND DELIVERY by the said MRS PUSHPA ROONGTA at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said M/S JUGAL KISHORE ROONGTA HUF at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said MOHAN LAL ROONGTA HUF at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said RAJESH ROONGTA HUF at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said PAWAN KUMAR DROLIA at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said SUNITA DROLIA at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said SHARWAN KR. DROLIA at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said ADESH SARAF at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

SIGNED, SEALED AND DELIVERY by the said SUSHIL KR. KAJARIA at Kolkata in the presence of :

1. *Sudh*

2. *Jain*

*Pushpa Roongta*

JUGAL KISHORE ROONGTA HUF  
*Jugal Kishore*  
Karta/Member

MOHANLAL ROONGTA HUF  
*Mohanlal Roongta*  
HUF-KARTA

RAJESH ROONGTA HUF  
*Rajesh Roongta*  
Karta/Member

*✓ Pawan Kumar Drolia*

*Sunita Drolia*

*Sharwan Kumar Drolia*

*Adesh Saraf*

*Sushil*



District Sub-Registrar-III  
North 24-Parganas, Barasat  
21 APR 2017



SIGNED, SEALED AND DELIVERY by the said ASHISH KAJARIA at Kolkata in the presence of

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SITA KAJARIA at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SUSHIL KR. KAJARIA HUF at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SHRADHA AGARWAL at Kolkata in the presence of:

1. 
2. 



SIGNED, SEALED AND DELIVERY by the said RAUSHAN AGARWAL at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SMT SUDHA AGARWAL at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said PARMANANDA DROLIA at Kolkata in the presence of:

1. 
2. 

SIGNED, SEALED AND DELIVERY by the said SAGAR AWAS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 02/4/17 at Kolkata in the presence of:

1. 
2. 



Sita Kajaria

For Sushil Kumar Kajaria (HUF)



Shradha Agarwal

Raushan Agarwal.

Sudha Agarwal.



SAGAR AWAS PVT. LTD,  
Kishor Jaisankar  
Director



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21 APR 2017

SIGNED, SEALED AND DELIVERY by the said AASMA VINCOM PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 31/3/17 at Kolkata in the presence of :

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said ESQUIRE IMPEX PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 16/3/17 at Kolkata in the presence of :

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said VG SHELTERS PRIVATE LIMITED pursuant to a resolution of the Board of Directors of the Company dated 12/3/17 at Kolkata in the presence of :

1. *[Signature]*
2. *[Signature]*

SIGNED, SEALED AND DELIVERY by the said BADU ROAD DEVELOPERS LLP pursuant to a resolution of the Board of Directors of the Company dated 22/3/17 at Kolkata in the presence of :

1. *[Signature]*
2. *[Signature]*

Drafted by

*Aramesh Samanta*

Advocate

High Court, Calcutta-

Enrolment No. F/124/2007

**AASMA VINCOM PRIVATE LTD**

*[Signature]*  
Director

For Esquire Impex Pvt Ltd  
*Aravind Kumar Choudhary*  
Director

**V G SHELTER PVT LTD**

*[Signature]*  
Director

For Badu Road Developers LLP

*[Signature]*  
Designated Partner




































District Sub-Registrar-II  
North 24 Parganas, Barasat

21 APR 2017



# SPECIMEN FORM FOR TEN FINGERPRINTS


































	Anoop Kumar Das					
		(LEFT HAND)				
						
		(RIGHT HAND)				
	Vineet Das					
		(LEFT HAND)				
						
		(RIGHT HAND)				
	Usha Das					
		(LEFT HAND)				
						
		(RIGHT HAND)				



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# SPECIMEN FORM FOR TEN FINGERPRINTS



	<i>Arms hand 8/10/20</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
Thumb	Fore	Middle	Ring	Little			
(RIGHT HAND)							
	<i>Arms hand 8/10/20</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
Thumb	Fore	Middle	Ring	Little			
(RIGHT HAND)							
	<i>Arms hand 8/10/20</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
Thumb	Fore	Middle	Ring	Little			
(RIGHT HAND)							



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# SPECIMEN FORM FOR TEN FINGERPRINTS
































	<i>D.K. Rip/Wes</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Raghu Nath Rajaram</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Ravisham Rajaram</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					



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# SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Nidhi Agarwal</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Sudha Agarwal</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Prateek Agarwal</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					




































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# SPECIMEN FORM FOR TEN FINGERPRINTS


































	<i>Manoj Chaudhary</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Samir Ghosh</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Ashwin Gupta</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					



✓  
District Sub-Registrar-III  
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# SPECIMEN FORM FOR TEN FINGERPRINTS



















	<i>Neelish Kumar Thumtha</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Shrey Rungta</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					
	<i>Aadip Kumar</i>						
		Little	Ring	Middle	Fore	Thumb	
		(LEFT HAND)					
							
		Thumb	Fore	Middle	Ring	Little	
		(RIGHT HAND)					



✓  
District Sub-Registrar-III  
North 24 Parganas, Barakata

21 APR 2017

# SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Yashraj Singh</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(LEFT HAND)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(RIGHT HAND)					
	<i>Sushila Drolia</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(LEFT HAND)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(RIGHT HAND)					
	<i>Pilani Drolia</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(LEFT HAND)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(RIGHT HAND)					



✓  
District Sub-Registrar-III  
North 24-Parganas, Barasat

21 APR 2017