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Q. No. 003365/2015

Certified that the document is admitted to registration the signature thereof and the endorsement made(s) thereon with this document are the part of this document.

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Addl. Dist. Sub-Registrar
Domjur, Howrah

5 MAY 2015

DEVELOPMENT AGREEMENT

1. Date: 27th April 2015
2. Place: Kolkata
3. Parties

- 3.1 **Barbrik Villa Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2011PTC170295) having its registered office at 27, Brabourne Road, Narayani Building, Room No. 301, 3rd Floor, Kolkata - 700 001, Police Station Hare Street, [PAN : AAECB 7763 L], represented by its director, **Naresh Agarwal**, son of Sri Shankar Lal Agarwal, of 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA6, Howrah - 711 102, Police Station - Shibpur,
- 3.2 **Jayditya Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC171615) having its registered office at 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA6, Howrah - 711 102, Police Station - Shibpur [PAN : AACCJ 7385 A] represented by its director, **Naresh Agarwal**, son of Sri Shankar Lal Agarwal, of 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA6, Howrah - 711 102, Police Station - Shibpur,
- 3.3 **Astounding Estates Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC197156) having its registered office 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA6, Howrah - 711 102, Police Station - Shibpur. [PAN : AALCA 9668 G], represented by its director, **Ratan Agarwal**, son of Sri Shankar Lal Agarwal, of 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA6, Howrah - 711 102, Police Station - Shibpur,
- 3.4 **Khatu Villa Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70200WB2011PTC165524) having its registered office at 27, Brabourne Road, Narayani Building, Room No. 301, 3rd Floor, Kolkata - 700 001, Police Station Hare Street, [PAN : AAECK 4259 J], represented by its director **Pratik Gupta**, son of Sri Prabhu Dayal Gupta, of 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA6, Howrah - 711 102, Police Station - Shibpur,
- 3.5 **S. K. Kanodia - HUF**, (PAN : AAGHS 7831 B) a Hindu Undivided Family represented by its Karta Sushil Kumar Kanodia son of Late Shiv Charan Kanodia residing at 30/31, Kalakar Street, 4th floor, room no. 29, Kolkata - 700 007, P.S. - Burrabazar,
- 3.6 **Manju Kanodia**, (PAN : AFYPK 0171 R) wife of Sri Navin Kumar Kanodia residing at 30/31, Kalakar Street, 4th floor, room no. 29, Kolkata - 700 007, P.S. - Burrabazar,
- 3.7 **Sushil Kumar Kanodia**, (PAN : AFYPK 9874 M) son of Late Shiv Charan Kanodia residing at 30/31, Kalakar Street, 4th floor, room no. 29, Kolkata - 700 007, P.S. - Burrabazar,
- 3.8 **Sangita Kanodia**, (PAN : AGBPK 7068 H) wife of Sri Sushil Kumar Kanodia residing at 30/31, Kalakar Street, 4th floor, room no. 29, Kolkata - 700 007, P.S. - Burrabazar,
- 3.9 **Fiddle Infracon Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC203104) having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Kolkata - 700 001, Police Station - Hare Street. [PAN : AACCF 4362 M], represented by its director, **Abhishek Agarwal**, son of Sri Hari Narayan Agarwal, of P-511, Parnashree Pally, Kolkata - 700 060, Police Station - Parnashree,

- ✓ 3.10 **Wonderland Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC203098) having its registered office at 53/4, P.N. Middya Road, Kolkata - 700 056, Police Station Belgharia, [PAN : AABCW 5589 L], represented by its director, **Niranjan Kumar Bhatler**, son of Baldev Das Bhatler, of AB-30/4, Prafulla Kanan (Pashchim), Kestopur Baguiati, Kolkata - 700 101, Police Station - Baguihati,
- ✓ 3.11 **Violets Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC203097) having its registered office at 53/4, P.N. Middya Road, Kolkata - 700 056, Police Station Belgharia, [PAN : AAECV 8906 B], represented by its director, **Rajesh Agarwala**, son of Sri Madan Lal Agarwala, of 19, Kalidas Lahiri Lane, Baranagar, Kolkata - 700 056, Police Station - - Baranagar,
- ✓ 3.12 **Croton Merchandise Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2014PTC203103) having its registered office at 27, Brabourne Road, 3rd Floor, Kolkata - 700 001, Police Station Belgharia [PAN : AAFCC 7504 F], represented by its director, **Abhishek Agarwal**, son of Sri Hari Narayan Agarwal, of P-511, Parnashree Pally, Kolkata - 700 060, Police Station- Parnashree,
- ✓ 3.13 **Almond Housing Projects Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC203102) having its registered office at 27, Brabourne Road, Naryani Building, 1st Floor, Kolkata - 700 001, Police Station Hare Street [PAN : AAMCA 8839 L], represented by its director, **Rajesh Agarwala**, son of Sri Madan Lal Agarwala, of 19, Kalidas Lahiri Lane, Baranagar, Kolkata - 700 056, Police Station - Baranagar,
- ✓ 3.14 **Petunia Commotrade Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2014PTC203106) having its registered office at 27, Brabourne Road, Naryani Building, 1st Floor, Kolkata - 700 001, Police Station Hare Street [PAN : AAHCP 8191 K], represented by its director **Niranjan Kumar Bhatler**, son of Baldev Das Bhatler, of AB-30/4, Prafulla Kanan (Pashchim), Kestopur Baguiati, Kolkata - 700 101, Police Station - Baguihati,
- ✓ 3.15 **Amisk Commotrade Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U74990WB2013PTC194324) having its registered office at 27, Brabourne Road, Naryani Building, 1st Floor, Kolkata - 700 001, Police Station Hare Street [PAN : AAMCA 9615 L], represented by its director **Sanjay Kumar Tekriwal**, son of Bishwanath Tekriwal, of 192, Girish Ghosh Road, Belur Math, Howrah - 711 202, Police Station Lihah,
- ✓ 3.16 **Xantia Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U74900WB2013PTC192121) having its registered office at 27, Brabourne Road, Naryani Building, 1st Floor, Kolkata - 700 001, Police Station Hare Street [PAN : AAACX 1647 D], represented by its director **Sanjay Kumar Tekriwal**, son of Bishwanath Tekriwal, of 192, Girish Ghosh Road, Belur Math, Howrah - 711 202, Police Station Lihah,
- ✓ 3.17 **Adishakti Promoters Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2010PTC152767) having its registered office at 35, Ballygunj

Park, Kolkata - 700 019, Police Station Karaya [PAN : AAICA 7983 P], represented by its director **Abinash More**, son of Sri Rajendra Prasad Agarwala, of 18A, Mayfair Road, Kolkata - 700 019, Police Station Karaya,

3.18 **Advika Dealers Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2011PTC164454) having its registered office at 18A, Mayfair Road, Kolkata - 700 019, Police Station Karaya, [PAN : AAJCA 6505 A], represented by its director **Bijay Kumar Agarwala**, son of Late Ram Prasad Agarwal, of 35A, Bullygunj Park, Kolkata - 700 019, Police Station - Karaya,

3.19 **Angelique Promoters Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC202230) having its registered office at BE-61, Salt Lake, Sector - 1, 1st Floor, Kolkata - 700 064, Police Station Bidhan Nagar, [PAN : AAMCA 7026 K], represented by its Authorised Signatory **Bijay Kumar Agarwala**, son of Late Ram Prasad Agarwal, of 35A, Bullygunj Park, Kolkata - 700 019, Police Station - Karaya,

3.20 **Angelique Builders Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC202230) having its registered office at BE-61, Salt Lake, Sector - 1, 1st Floor, Kolkata - 700 064, Police Station Bidhan Nagar, [PAN : AAMCA 7024 M], represented by its Authorised Signatory **Bijay Kumar Agarwala**, son of Late Ram Prasad Agarwal, of 35A, Bullygunj Park, Kolkata - 700 019, Police Station - Karaya,

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

And

3.21 **Belmont Enclave LLP**, a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAD-8013) having its registered office at 27, Barabourne Road, Narayani Building, 1st Floor, Room No. 102, Kolkata - 700 001, Police Station - Hare Street, represented by its designated partners, (1) **Saroj Kumar Agarwal**, son of Sri Mamraj Agarwala and (2) **Pawan Kumar Agarwal**, son of Sri Boduram Gupta, both of 27, Barabourne Road, 1st Floor, Room No. 102, Kolkata - 700 001, Police Station - Hare Street.

(Developer, includes successors-in-interest and/or assigns)

Owners and Developer individually **Party** and collectively **Parties**.

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

4. Background

4.1 **Ownership of Said Property** : The Owners are the joint owners and possessors of land measuring 195.33 (One Hundred Ninety Five and thirty three) decimal, more or less contained in R.S. Dug Nos. 46, 47 and 48 L.R. Dug No. 47, 48 and 49, recorded in L.R. Khatian Nos. 8281, 8282, 8283, 8284, 8285, 8286, 8287, 8288, 8289, 8290, 8291, 8292, 8293, 8294, 8295, 8296, 8297, 8298, 8299 and 8300 *Mouza Dakshin Bhuparalaha*, J. L. No. 15, Police Station Domjur, within the jurisdiction of *Dakshin Bhuparalaha Gram Panchayat*,

District Sub-Registrar Howrah, Additional District Sub-Registrar Domjur, District Howrah more fully and particularly described in the **Schedule** below and delineated and demarcated on the **Plan** annexed hereto and bordered in **Red** colour thereon (the **Said Property**). The **Plan** attached to this Agreement forms a part of this Agreement.

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

4.6 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

5. **Appointment and Commencement**

5.1 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.

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

6. **Sanction and Construction**

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

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

6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.

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

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

- 6.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.

7. **Possession**

- 7.1 **Possession of Said Property:** At the execution of this Agreement, the Owners have delivered the vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.

8. **Powers and Authorities**

- 8.1 **Power of Attorney With Regard to Sanctioned Plans and for Construction and Sale of Units:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for (1) the purpose of getting the Sanctioned Plans revalidated/modified/alterd/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) construction of the New Buildings and booking and sale of the flats and saleable spaces (collectively **Units**) in the New Buildings to prospective purchasers (collectively **Intending Purchasers**).
- 8.2 **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to perform all obligations under this Agreement.

9. **Consideration**

In consideration of the development of the Project at the Said Property by the Developer at its own costs and expenses it is agreed by and between the Owners and the Developer that the entire sale proceeds of the said Project shall be apportioned in the manner as stated hereunder: -

9.1 **Owners' Consideration**

✓ 12% of the total sale proceed of the constructed areas of the Projects shall be provided to the Owners by the Developer(**Owners' Consideration**) which shall be paid after meeting construction cost of the Project nevertheless it is agreed that all payments towards the Owners' Consideration shall be made as per mutual consent of the Owners and the Developer. In case of any unsold Units remained within the Project then such unsold Units shall be distributed among the Owners and the Developer and in such case the Owners shall be entitled to 12% of such unsold Units.

9.2 **Developer's Consideration -**

✓ 88% of the total sale proceed of the constructed areas of the Projects shall be retained by the Developer without any claim or demand from the Owners (**Developer's Consideration**). In case of any unsold Units remained within the Project then such unsold Units shall be distributed among the Owners and the Developer and in such case the Developer shall be entitled to 88% of such unsold Units. ✓

10. **Obligations of Developer**

- 10.1 **Compliance with Laws:** The development of the Said Property shall commence and the Said Property shall be developed as per the Sanctioned Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 10.2 **Planning, Designing and Development :** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.
- 10.3 **Construction :** The Developer at its own cost shall construct, erect and complete the new buildings at the said property in accordance with the building plan or plans to be sanctioned and construct the new buildings in good workmanship manner with good and standard quality of materials within 36 months (with grace period of 6 months) from the date of sanction of building plan/s subject to force majeure.

11. **Obligations of Owners**

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

- 11.5 **No Obstruction in Construction :** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.6 **No Dealing with Said Property :** The Owners hereby covenant not to sell, let out, grant lease, mortgage and/or charge the Said Property or any portions thereof.
- 11.7 **Execution of Sale Agreements, Conveyances etc. :** The Owners hereby covenant that the Owners at the request of the Developer shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the Project in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.
- 11.8 **No Objection to Developer and/or to Intending Purchasers in Obtaining Loan by Mortgaging Said Property/Units :** The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.
- 11.9 **Payment of Land Development Cost :** The Owners shall bear the entire land development cost for leveling the Said Property.
12. **Miscellaneous**
- 12.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 12.2 **Essence of Contract :** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises including the payment promises contained in this Agreement shall be the essence of this contract.
- 12.3 **Documentation :** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 **Valid Receipt :** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 12.5 **No Partnership :** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 12.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

12.7 **Additional Authority** : It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

12.8 **Further Acts** : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

12.9 **Name of Project** : The name of the Project shall be "*SWARN BHOOMI*".

12.10 **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.

12.11 **Headings**: In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

13. Indemnity

13.1 **By the Developer** : The Developer hereby indemnifies and agrees to 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 and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Intending Purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

13.2 **By the Owners** : The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

14. Defaults

14.1 **No Cancellation**: None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

15. Force Majeure

15.1 **Meaning** : Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is

attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 15.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

16. Counterparts

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

17. Severance

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

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

- 17.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The

obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

18. Reservation of Rights

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

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

19. Notice

19.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Designated Partner of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

20. Arbitration

20.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

20.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

20.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:

20.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed jointly by all the Owners.

20.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

20.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

20.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

20.4.1 **Place:** The place of arbitration shall be Kolkata only.

20.4.2 **Language:** The language of the arbitration shall be English.

20.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

20.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

20.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

21. Jurisdiction

21.1 **District Judge, Howrah:** In connection with the aforesaid arbitration proceedings, only the District Judge, Howrah shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Schedule (Said Property)

ALL THAT land (1) measuring 76 decimal, more or less, in R.S. Dag No. 46, L.R. Dag No. 47, (2) measuring 73 Decimal more or less in R.S. Dag No. 47, L.R. Dag No. 48 and (3) measuring 46.33 Decimals more or less in R.S. Dag No. 48, L.R. Dag No. 49 aggregating altogether 195.33 Decimal more or less recorded in L.R. Khatian Nos. 8281, 8282, 8283, 8284, 8285, 8286, 8287, 8288, 8289, 8290, 8291, 8292, 8293, 8294, 8295, 8296, 8297, 8298, 8299 and 8300 Mouza Dakshin Jhapardaha, J. L. No. 15, Police Station Domjur, within the jurisdiction of Dakshin Jhapardaha Gram Panchayet, District Sub-Registrar, Howrah, Additional District Sub-Registrar, Domjur, District Howrah and delineated and demarcated on the **Plan** annexed hereto and bordered in **Red** colour thereon and butted and bounded as follows:

On the North	:	By L.R. Dag No. 46 & part of L.R. Dag No. 49
On the East	:	By Road and part of L.R. Dag No. 49
On the South	:	By L.R. Dag Nos. 50, 51, & 52
On the West	:	By L.R. Dag No. 43

22. Execution and Delivery

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

Barbrik Villa Private Limited

Narresh Agarwal

Director

Astounding Estates Private Limited

Ratan Agarwal

Director

S. K. Kanodia - HUF

Sushil Kumar Kanodia
Karta

Sushil Kumar Kanodia

Jayditya Infrastructure Private Limited

Narresh Agarwal

Director

Kahtu Villa Private Limited

Pratik Gupta

Director

Manju Kanodia

Manju Kanodia

Sangita Kanodia

Sushil Kumar Kanodia

Sangita Kanodia

Fiddle Infracon Private Limited

Abhishek Agarwal

Director

Violets Buildcon Private Limited

Rajesh Agarwal

Director

Almond Housing Projects Private Limited

Rajesh Agarwal

Director

Amisk Commotrade Private Limited

Sanjay Kumar Tekriwal

Wonderland Buildcon Private Limited

Nirajan Kumar Bhatnagar

Director

Croton Merchandies Private Limited

Abhishek Agarwal
Director

Petunia Commotrade Private Limited

Nirajan Kumar Bhatnagar

Director

Xantia Tie Up Private Limited

Sanjay Kumar Tekriwal

Adishakti Promoters Private Limited

Abinash More

Director

Advika Dealers Private Limited

[Signature]

SOA, KUNIPR AGARWALA

Director

Angelique Promoters Private Limited

[Signature]

SOA, KUNIPR AGARWALA

Authorised Signatory

Angelique Builders Private Limited

[Signature]

SOA, KUNIPR AGARWALA

Authorised Signatory

[Owners]

Belmont Enclave LLP

[Signature]

Pawan C Agarwal

Designated Partners

[Developer]

Drafted by

[Signature]

(TUSHI BANERJI CHAKRABORTY)
Advocate, High Court, Calcutta

WB-1319/1994

Witnesses:

Signature R. N. Gupta

Name RAM NIWAS GUPTA

Father's Name Sh. HARDEYAL GUPTA

Address 84/A, C.R. Avenue

Kolkata - 700012

Signature Susmita Maji


Name SUSMITA MAJI

Father's Name Sri Anand Baner Maji

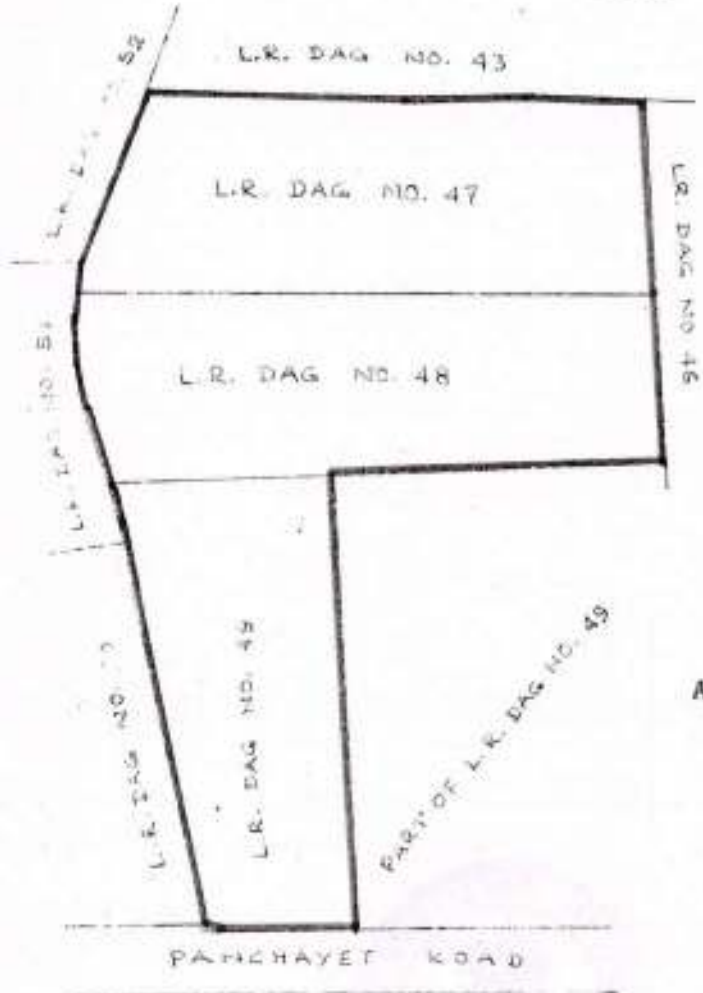
Address 14/3A, Veda Lane

Belyhin, Kol-56

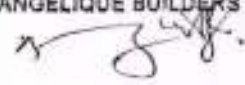
PROJECT PROPERTY STRAIGHTENING, S.E. NO. 15, L.R. KHATIAN NOS. 8281, 8282, 8283, 8284, 8285, 8286, 8287, 8288, 8289, 8290, 8291, 8292, 8293, 8294, 8295, 8296, 8297, 8298, 8299 AND 8300, P.S. - DOMJUR, DIST. - HOWRAH,

AREA OWNED BY OWNER **195.33** DEC. SHOWN IN RED BORDER  NOT TO SCALE

R.S. DAG NO.	L.R. DAG NO.	TOTAL AREA IN DAG (DEC.)	AREA OWNED BY OWNER (DEC.)
46	47	76	76.00
47	48	73	73.00
48	49	139	46.33
	TOTAL	288	195.33



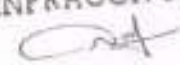
ADISHAKTI PROMOTERS PVT. LTD.
Abinash Moe
 Director.

ADVIKA DEALERS PVT. LTD.;
 ANGELIQUE PROMOTERS PVT. LTD.
 ANGELIQUE BUILDERS PVT. LTD.

 Director/Authorised Signatory;

Wonderland Buildcon Pvt. Ltd.;
 PETUNIA COMMOTRADE PVT. LTD.
Niranjan Kumar Bhatnagar
 Director/Authorised Signatory;

ALMOND HOUSING PROJECTS PVT. LTD.;
 VIOLETS BUILDCON PVT. LTD
Rajesh Aggarwal
 Director/Authorised Signatory.

AMISK COMMOTRADE PRIVATE LIMITED
 XANTIA TIE-UP PRIVATE LIMITED
Sanjay Kumar Tekriwal
 Director / Authorised Signatory

CROTON MERCHANDISE PVT. LTD.;
 FIDDLE INFRACON PVT. LTD.

 Director/Authorised Signatory

BARBRIK VII... LTD.
 for Saraditya Infrastructure Pvt. Ltd.;
Nareesh Agarwal
 Director

for KHATU VILLA PVT. LTD
Rishi Gupta
 Director

ASTOUNDING ESTATES PVT. LTD
Ashish Aggarwal
 Director

S. K. KANODIA HUF
Suyjit Kumar Kanodiy
 Member Karta

PELMONT ENCLAVE LLP.
Sanjay Kumar Tekriwal
 Partner/Designated Partner
 PELMONT ENCLAVE LLP.
Pawan Agarwal
 Partner/Designated Partner
(DEVELOPER)

Sangita Kanodia



Sangita Kanodia	Left Hand					
	Right Hand					

ABHISHEK AGARWAL
For. Croton Mercandise (P) Ltd.
Fiddle Infocom (P) Ltd.



Abhishek Agarwal	Left Hand					
	Right Hand					

Niranjana Kumar Bhatnagar
For. Wonderland Builders (P) Ltd.
Petunia Commodities (P) Ltd.



Niranjana Kumar Bhatnagar	Left Hand					
	Right Hand					

Rajesh Aggarwal
For. Violets Builders (P) Ltd.
Almond Housing Project (P) Ltd.



Rajesh Aggarwal	Left Hand					
	Right Hand					


 Ratan Agwani
 For Astounding Estates (P) Ltd.

Ratan Agwani

Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					


 Roshan Gopal
 For Khadi Villa (P) Ltd.

Roshan Gopal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					


 Sujit Kumar Kanodia
 For Self and S.K. Kanodia & Co.

Sujit Kumar Kanodia

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					


 Manju Kanodia

Manju Kanodia

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



BELMONT ENCLAVE LLP.

Sanjiv Kumar
Partner Designated Partner

Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



BELMONT ENCLAVE LLP.

Pawan Agarwal
Partner Designated Partner

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

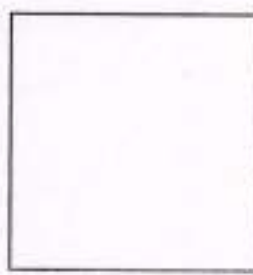


Natasha Agarwal

Natasha Agarwal

For Jayditya Infrastructure (P) Ltd.
Basbix Villa (P) Ltd.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Sanjay Kumar Tekriwal
For Anisk Comtrade (P) Ltd
Xantia Tie Up (P) Ltd.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Abinash Moe
For Adishakti Promoters (P) Ltd

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Anil Kumar
For Advika Dealers (P) Ltd.
Angelique Promoters (P) Ltd
Angelique Builders (P) Ltd.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Government Of West Bengal
Office Of the A.D.S.R. DOMJUR
District:-Howrah

Endorsement For Deed Number : I - 01936 of 2015
(Serial No. 01973 of 2015 and Query No. 0504L000003365 of 2015)

On 27/04/2015

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

Presented for registration at 18.45 hrs on :27/04/2015, at the Private residence by Pratik Gupta , one of the Executants.

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

Execution is admitted on 27/04/2015 by

1. Pratik Gupta
Director, Khatu Villa Private Limited, 27, Brabourne Road, Narayani Building, Room No. 301, 3rd Floor,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Business
2. Naresh Agarwal
Director, Barbrik Villa Private Limited, 27, Brabourne Road, Narayani Building, Room No. 301, 3rd
Floor, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
Director, Jayditya Infrastructure Private Limited, 106, K. C. Singha Road, Ganges Garden, Phase I I ,
Block G A 6, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102.
By Profession : Business
3. Ratan Agarwal
Director, Astounding Estates Private Limited, 106, K. C. Singha Road, Ganges Garden , Phase I I ,
Block G A 6,, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102.
By Profession : Business
4. Sushil Kumar Kanodia
Self And Karta, S. K. Kanodia H U F, 30/31, Kalakar Street, 4th Floor, Room No. 29,
Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007.
By Profession : Business
5. Manju Kanodia, wife of Sri Navin Kumar Kanodia , 30/31, Kalakar Street, 4th Floor, Room No. 29,
Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007, By Caste Hindu, By
Profession : Business
6. Sangita Kanodia, wife of Sri Sushil Kumar Kanodia , 30/31, Kalakar Street, 4th Floor, Room No. 29,
Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007, By Caste Hindu, By
Profession : Business
7. Abhishek Agarwal
Director, Fiddle Infracon Private Limited, 27, Brabourne Road, Narayani Byilding, 1st. Floor, .
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
Director, Croton Merchandise Private Limited, 27, Brabourne Road, Narayani Byilding, 1st. Floor, .
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
By Profession : Business



19
Addl. Dist. Sub-Registrar
Domjur, Howrah

5 MAY 2015
(Maitreyee Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

EndorsementPage 1 of 3



Government Of West Bengal
Office Of the A.D.S.R. DOMJUR
District:-Howrah

Endorsement For Deed Number : I - 01936 of 2015
(Serial No. 01973 of 2015 and Query No. 0504L000003365 of 2015)

8. Niranjan Kumar Bhattar
Director, Wonderland Building Private Limited, 53/4, P. N. Middy Road,, Thana:-Belgharia,
District:-Kolkata, WEST BENGAL, India, Pin :-700056.
- Director, Petunia Commotrade Private Limited, 27, Brabourne Road, Narayani Building, 1st Floor,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
. By Profession : Business
9. Rajesh Agarwala
Director, Violets Buildcon Private Limited, 53/4, P. N. Middy Road, Thana:-Belgharia, District:-Kolkata,
WEST BENGAL, India, Pin :-700056.
- Director, Almond Housing Private Limited, 27, Brabourne Road, Narayani Building, 1st Floor,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
. By Profession : Business
10. Sanjay Kumar Tekriwal
Director, Amisk Commotrade Private Limited, 27, Brabourne Road, Narayani Building, 1st Floor,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
- Director, Xantia Tie Up Private Limited, 27, Brabourne Road, Narayani Building, 1st Floor, Thana:-Hare
Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
. By Profession : Business
11. Abinash More
Director, Adishakti Promoters Private Limited, 35, Ballygunj Park, . Thana:-Karaya, District:-Kolkata,
WEST BENGAL, India, Pin :-700019.
. By Profession : Business
12. Bijay Kumar Agarwala
Director, Advika Dealers Private Limited, 18 A, Mayfair Road, Thana:-Karaya, District:-Kolkata, WEST
BENGAL, India, Pin :-700019.
- Director, Angelique Promoters Private Limited, 35 A, Bullygunj Park, Thana:-Bidhan Nagar,
District:-Kolkata, WEST BENGAL, India, Pin :-700064.
- Director, Angelique Builders Private Limited, B E 61, Salt Lake , Sector - 1, 1st Floor, Thana:-Bidhan
Nagar, District:-Kolkata, WEST BENGAL, India, Pin :-700064.
. By Profession : Business
13. Saroj Kumar Agarwal
Director, Belmont Enclave L.L.P. 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 102,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
. By Profession : Business



Addl. Dist. Sub-Registrar
Domjur, Howrah

5 MAY 2015

(Maitreyee Ghosh)



Government Of West Bengal
Office Of the A.D.S.R. DOMJUR
District:-Howrah

Endorsement For Deed Number : I - 01936 of 2015
(Serial No. 01973 of 2015 and Query No. 0504L000003365 of 2015)

14. Pawan Kumar Agarwal
Director, Belmont Enclave L L P, 27, Brabourne Road, Narayani Building, 1st Floor, Room No 102,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business
Identified By Mihit Nandi, son of Rajmohan Nandi, 78, Thana Road, Khardaha, Thana:-Khardaha,
District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

(Maitreyee Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

On 28/04/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-5,74,59,743/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Maitreyee Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

On 05/05/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 05/05/2015

(Under Article : ,E = 21/- on 05/05/2015)

Deficit stamp duty

Deficit stamp duty

1. Rs. 40000/- is paid , by the draft number 232763, Draft Date 28/04/2015, Bank : State Bank of India, BEPIN BEHARI GANGULY ST, received on 05/05/2015
2. Rs. 34930/- is paid , by the draft number 232762, Draft Date 28/04/2015, Bank : State Bank of India, BEPIN BEHARI GANGULY ST, received on 05/05/2015

(Maitreyee Ghosh)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR



19
Addl. Dist. Sub-Registrar
Domjur, Howrah

5 MAY 2015

(Maitreyee Ghosh)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 6
Page from 34 to 60
being No 01936 for the year 2015.



B
(Vaireyee Ghosh) 05-May-2015
ADDITIONAL DISTRICT SUB-REGISTRAR OF DOMJUR
Office of the A.D.S.R. DOMJUR
West Bengal