entire cost of construction of the building or buildings to be constructed on the said emises shall be borne by the Developer. Such cost shall include the cost of all services, amenities, fittings and fixtures as per the sanctioned plans and all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the construction. It is expressly agreed that the Owners shall not be required to bear/contribute any amount in that behalf.

EXECUTION OF SUPPLEMENTAL DOCUMENTS

4.1

- Simultaneously with the execution of this Development Agreement or soon thereafter as may be required from time to time by the Developer, the Owners shall at the costs of the Developer execute the following documents.
 - An irrevocable comprehensive general Power of Attorney in favour of the (a) Developer and/or its nominees / representatives (with power of substitution and delegation) authorizing and permitting them to inter alia, approach statutory and other authorities for amalgamation of the said Premises with adjoining property / properties, as also the properties belonging to the Developer, obtaining sanction of plans, re-validation and modification of plans and developmental permissions in respect of the said Premises, to commence and carry out and complete development and construction and completion of building/buildings in and upon the said Premises, sell flats, units and other constructed areas and rights in the building or buildings to be constructed by the Developer together with or independent of or independently the land comprised in the said Premises, create third party rights in respect of the said Premises, mortgage the said Premises, enter into agreements for sale of constructed units and flats and other saleable areas and rights together with or independent of or independently the land comprised in the said Premises, and execute and register deeds of conveyances in respect of the units and flats in the building or buildings to be constructed on the said Premises together with or independent of or independently the land comprised in the said Premises and receive and appropriate the consideration money and amounts of deposits, securities etc and deliver possession of the constructed units flats/areas etc.
 - (b) A letter of possession under which the Owners have put the Developer in physical possession of the said Premises.
- 4.2 The Owners shall not revoke such powers or authorities given to the Developer or to any person or persons as the Developer may require during the subsistence of this agreement and such powers and authorities shall in all cases extend to any other matters or transactions not precisely mentioned or defined in the Power of Attorney to be executed by the Owners in favour of the Developer and shall be deemed to be or expedient to be done or performed.

DEPOSIT OF TITLE DEEDS AND DOCUMENTS

- 5.1 Simultaneously with the execution of this Development Agreement, the Owners shall hand over to the Developer the original documents of title in respect of the said Premises.
- 5.2 The Developer shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonably requests and at the costs and expenses of the Owners produce or cause to be produced to the Owners or their agent

eents or any person or persons as the agent may direct in any suit or proceedings or sherwise the documents of title relating to the said Premises which shall have been delivered to the Developer and will permit such documents of title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish true copies of or extracts from such documents of title as may be required by the Owners and shall at all times keep such documents-of-title safe, unobliterated and uncancelled.

OWNERS' OBLIGATIONS

- (a) The Owners shall be responsible to pay all the taxes, land revenue, water charges and electricity charges in respect of the said Premises for the period upto the date hereof, whereafter the Developer shall be responsible for payment of the same.
- (b) The Owners shall at the request of the Developer sign and execute from time to time all such further the plans and other applications for layouts, sub-division, construction of the building/buildings and structures on the said Premises for being sanctioned by the appropriate authorities provided that, all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the Developer alone.
- (d) The Owners agree to render all assistance and co-operation that may be required by the Developer from time to time to arrange finance and to carry out the development work in and upon the said Premises and construction and completion of building/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising therefrom Provided That the Owners shall not be liable to incur any financial obligations in that behalf.
- (e) The Owners shall, as and when required by and at the request of the Developer, execute and register one or more sale deed or deeds or other documents of transfer for sale and transfer of the land comprised in the said Premises in favour of the Developer and/or its nominee or nominees (being the buyers / purchasers of flats, units and other constructed areas in the building/s to be constructed by the Developer at the said Premises and other adjoining properties) in such share or shares and/or part or parts as the Developer may require or nominate from time to time, without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer.

RIGHTS OF THE DEVELOPER

(a) With effect from the date hereof, the Developer shall be entitled to commence the work of development and construction and complete the construction and to sell dispose of the flats, units and other saleable / constructed areas and rights by sale on what is commonly known on as ownership basis, transfer, lease, leave and license etc., as shall be decided by the Developer in its decision AND the Developer shall be entitled to enter into agreements for sale/transfer or otherwise deal with the building(s) or any part thereof and receive consideration money, advances, deposits, securities, rents etc. from intending Purchasers and/or acquirers. The Developer shall be at liberty to sell transfer lease out deal with and/or dispose of the flats, units and other saleable / constructed areas in the building/buildings and structures to be constructed on the said Premises and/or to enter into any package deal or arrangement for allotment of building/buildings and structures to be constructed on the said Premises at such price and on such terms and conditions and provisions as the Developer may think fit. All such allotments shall, however, be made by the Developer at its risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between the Developer and such party or parties. The Developer shall be entitled to enjoin the Owners in all agreements / transfers / leases etc. and sign the same as constituted attorney of the Owners.

- (c) The Developer shall be entitled to and the Owners do authorize and empower the Developer to do all acts, deeds, matters and things for the purpose of commencing and completing development on the said Premises, for which a General Irrevocable Power of Attorney will be executed by the Owners in favour of the Developer authorizing the Developer to carry out, amongst others, the following acts, deeds, matters and things in respect of the said Premises:-
 - For amalgamation of the said Premises with adjoining property / properties, as also the propegties belonging to the Developer,
 - (ii) To appoint architects, surveyors, engineers, RCC specialists etc., and to prepare building/buildings plans and lay out plans;
 - (iii) To get the plans of the proposed building/buildings to be constructed on the said Premises and/or the adjoining properties prepared in accordance with the bye law, rules and regulations of the concerned Municipal Authorities and other concerned authorities and submit the same to the said authorities for approval and from time to time to modify, amend and revise the said plans, as required under the law and resubmit and process the same, make all submissions and representation (both oral and written) and pay sanction fee and receive the sanctioned plan from Municipal Authorities and other concerned authorities.
 - (iv) To apply for and obtain necessary permissions, approvals, certificates etc. from the Competent Authority under the provisions of Urban Land (Ceiling & Regulations) Act, 1976 and the authorities under the West Bengal Land Reforms Act, 1955, if and as applicable.
 - To apply for and obtain all necessary permissions, approvals, certified copies etc. from the Government and/or any other public authority.
 - (vi) To make the necessary application/s to the appropriate authorities for necessary electrical, water and gas connections or other connections and utilities.
 - (vii) To approach the various authorities for obtaining various service connections.

- (viii) To make application/s to the Competent Authorities for water connection and supply of electricity and gas and to give any undertaking/s or guarantee/s as may be required in all respects as may be thought convenient or proper by the Developer for any of purposes herein.
- (ix) To apply for and obtain Commencement and Completion Certificates, both partial and total.
- (x) To pay all taxes, cess, rates, charges and expenses and other outgoings in respect of the said Premises.
- (xi) To carry on correspondence as may be required with any authorities for the purposes of development herein envisaged.
- (xii) To carry out at its own costs, charges and expenses in all respects all or any items of work for development of the said Premises including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the concerned Municipal Authorities and other authorities while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of developing the said Premises properly fit for copstruction of building/buildings and structures therein.
- (xiv) To sell the flats, units and other saleable / constructed areas and rights at the said Premises either on the ownership basis, or to grant term lease for any term and or to grant tenancies or any other rights in respect thereof, or on a principal to principal basis upon such terms and conditions and consideration as the Developer may think fit, and for that purpose to enter into and execute the necessary Agreements, Conveyances, Transfer Deeds and/or any other instruments and writings with the intending purchasers or lessees or tenants or transferees thereof.
- (xv) To receive utilize and appropriate onto itself all consideration monies, rents issues, profits etc., receivable from the intending purchasers or lessees or tenants or transferees or else.
- (xvi) To put the purchasers or lessees or tenants of the flats, units and other saleable / constructed areas and rights in possession of their respective flats, units and other saleable / constructed areas and rights.
- (xvii) To appear for and on behalf of the Owners before the concerned Registrar, Sub-Registrar, Sub-Registrar of Assurances and others and present for registration and to admit execution of the Indenture of Conveyance/lease/transfer whatsoever executed by the Developer.

- (xviii) To do all other acts, deeds, matters and things for the purpose of completing development of the said Premises and construction of building/buildings and effecting sale and transfer of flats, units and other saleable / constructed areas and rights therein, together with or independent of or independently the land comprised in the said Premises.
- (d) All out of pocket expenses of and incidental to this Development Agreement and the transactions in pursuance thereof, including the Deed/Deeds of Conveyance / Lease / Transfer and other assurances in respect thereof, including stamp duty and registration charges shall be arranged to be paid by the Developer so that the Owners will not be required to pay the same. The Owners and the Developer shall pay their respective Advocates' fees.
- (e) The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges expenses which may be incurred or suffered by the Owners on account of or arising out of any breach of any of these terms or, any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise howsoever.
- (f) The Developer shall be entitled to enter into separate contracts in its own name with building/buildings contractor, architects and others for carrying out the said development at its risk and costs.
- (g) It is agreed that for convenience, administrative or otherwise, the Developer shall be at liberty at its sole discretion to:
 - i) Form Corporate Body/Bodies for the management, maintenance and otherwise control and regulation of the affairs of each or one or more building/buildings constructed on the said Premises and/or the adjoining properties as may be permissible and conveniently possible, or
 - Form a separate ultimate body being either a cooperative housing society or a limited company or an association of apartment holders or Society in respect of one or more buildings or to form such ultimate body for the entire Housing Complex as the Developer may in its absolute discretion deem fit.
 - iii) To do all other acts, deeds, matters and things for the purpose of developing the said Premises and constructing building/buildings according to the intentions stated in this Development. Agreement.

8. AGREEMENTS WITH FLATS PURCHASERS

8.1. The Developer shall be entitled on a principal to principal basis, and not as an agent of the Owners, to sell, convey, lease, transfer, deal with and/or dispose of the building/buildings and/or the flats, units and other saleable / constructed areas and rights therein, and execute and enter in the agreements with intending purchasers or lessees or transferees at its own risk and obligations and in its own name. The Developer shall be entitled to enjoin the Owners also in all such agreements and conveyances and sign and execute the same on behalf of the Owners. The Owners shall in no manner be held liable to the intending purchasers or lessees or transferees and

Developer shall indemnify and keep indemnified the Owners against all such claims hat may be made or raised by such or any one of the intending purchasers or lessees as the case may be.

DEVELOPMENT OF THE SAID PREMISES IN ACCORDANCE WITH LAW:

The Developer shall, at its own costs and expenses, develop the said Premises in conformity with the sanctioned plans, and in conformity with the terms and conditions as may be imposed by any governmental authority or any other statutory authority relating to the said Premises.

10. INDEMNITY BY THE DEVELOPER

10.1 The Developer hereby indemnifies and agree to keep the Owners indemnified and harmless from and against any act, deed, matter or thing done or omitted to be done by the Developer and shall keep the Owners indemnified from and against all losses, damages, litigations, claims, demands and costs that may be made and/or raised and/or incurred by the Owners as a result of any such act or omission by the Developer in connection with the development of the said Premises.

11. CONVEYANCES IN FAVOUR OF PURCHASERS OF UNITS/FLATS

As and when called upon by the Developer to do so, the Owners shall execute, deliver and lodge for registration one or more indentures of Conveyance or Lease or Transfer in respect of the land comprised in the said Premises or parts thereof as the Developer may require in favour of the Developer and/or its nominee/s, including the society, condominium, association and/or company which may be formed of the diverse flat/unit purchasers of the building/buildings to be constructed. The Owners shall not be entitled to any additional consideration for executing such one or more indentures of Conveyance or Lease or Transfer.

RIGHT TO MORTGAGE / CHARGE:

The Developer shall be entitled at its own risk and responsibility to obtain loans or project / term loans / finance or any other credit facility from any Bank, Financial Institution, or private resources etc. for development of the said Premises and shall be at liberty to mortgage / create charge on the said Premises. The Developer is hereby authorized by the Owners to deposit the Original Title Deeds and other documents of title relating to the said Premises with the Financier as security and to sign and execute necessary documents on behalf of the Owners. The liability of refund of such loans shall be solely of the Developer, it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such bank or banks / financial institutions or any other person and for that purpose the Developer shall keep the Owners indemnified against all actions suits proceedings and costs charges and expenses in respect thereof.

13. MISCELLANEOUS

- 13.1 This Development Agreement shall not be construed as a partnership and this agreement shall be construed as an agreement between two principals i.e. between the Owners on the one hand and the Developer on the other hand for the development of the said Premises and construction and transfer of building/buildings on the terms conditions and consideration herein stated.
- 13.2 Each party shall pay and discharge their respective liabilities and obligations including the capital gains tax /income tax liabilities that may arise or be derived, or received by

m. The Owners and the Developer will indemnify and keep indemnified the other form and against any such liability on account of income tax and other liabilities for direct and/or indirect taxes.

- Each party shall bear and pay its own Advocates or Solicitors' costs and fees.
- 13.4 Neither of the parties hereto shall assign transfer or in any way part with their respective right title and interest under this Development Agreement in favour of any third person without prior written consent of the other party to this Development Agreement.
- 13.5 The Developer shall have the liberty to advertise and invite buyers, negotiate with the prospective buyers/purchasers and take booking of any flats, units and other saleable / constructed areas and rights with or without parking space and other areas and enter into all agreement and other documents for sale transfer and disposal as may be mutually agreed by the Developer with the prospective buyers/purchasers/ transferees and to receive earnest money or other sums from time to time and/or consideration money and other amounts against such sale lease transfer and/or disposal and appropriate the same.
- There is neither now nor hereafter shall be any privity of contract between the Owners on the one hand and the prospective buyers/acquirers of flats, units and other saleable / constructed areas and rights on the other hand the Owners shall not be responsible in any way whatsoever to the prospective purchasers / buyers / transferees of the flats, units and other saleable / constructed areas and rights to be constructed on the said Premises and/or the adjoining properties either in respect of any agreement which may be entered into by the Developer with any prospective purchasers / transferees or parties or for any payment which the Developer may receive from such nominee or assignee and/or prospective purchaser or transferee or party under any agreement or otherwise which may be entered into between the Developer and such purchaser / transferee.
 - 13.7 It is expressly agreed that in case any of the purchasers / transferees of flats, units and other saleable / constructed areas and rights commits any default or breach of their respective agreements then in such event the Developer shall be at liberty to deal with the said situation and shall be entitled to terminate such agreement and to deal with such flats, units and other saleable / constructed areas and rights of such defaulting purchaser / transferee or party in such manner as the Developer may deem fit and proper.
 - 13.8 The Owners shall not create any encumbrance or charge or third party right / interest or impediment of any nature whatsoever or enter into any Agreement which shall have the effect of causing impediment for the development of the said Premises. The Owners shall not enter into any agreement or contract for sale, lease, mortgage, charge or otherwise in respect of the said Premises at any time during the currency of this Development Agreement.
 - 14. Notwithstanding what have been stated hereinabove in this Development Agreement, the title to the said Premises will continue to remain vested with the Owners till the construction of flats, units and other saleable / constructed areas and rights are completed and handed over and/or transferred to the intending purchasers/ transferres.

wuire or conveyances and/or other documents of transfer in respect thereof have seen executed in favour of intending purchaser/acquirers/transferees.

Each of the parties hereto shall do and execute all further acts, deeds, writings, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.

- 16. The incidence of VAT or Service Tax, if applicable, will be the obligation of the purchaser/lessees/transferees of flats, units and other saleable / constructed areas and rights at the said Premises. In any event the Owners shall not have any responsibility for the same.
- 17. The Owners do hereby also empower and authorize the Developer to do all other acts deeds and things that shall be required to be done for the purpose of smooth and hassle-free development of the said Premises and construction of building/buildings, even though such acts deeds or things may not have been expressly hereby granted, and the said authority of the Developer shall extend to all such matters, it being expressly understood that the acts of the Developer shall not cause any monetary / financial obligation upon the Owners.

18. ARBITRATION

In the event of any dispute or difference of opinion, claims, or other questions whatsoever arising between the parties hereto relating to this Development Agreement or any further Agreement or other documents and papers executed in pursuance hereof or in respect of any construction or application thereof or as to any act, deed or omission or as to any other matter in any way relating to the development of the said Premises or the affairs thereof, the same shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award or directions given by the Arbitrator or the Arbitral Tribunal as the case may be, shall be final and binding on the parties to the arbitration proceedings. The arbitration proceedings shall be held in Kolkata.

BINDING EFFECT

This Development Agreement and its provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, affiliates, heirs and personal representatives.

20. ENTIRE AGREEMENT

This Development Agreement together with the schedules contains the entire agreement of the parties hereto with respect to the subject matter hereof. No other agreements or understandings shall survive on the execution and delivery of this Development Agreement by the parties. This Development Agreement shall not be amended, modified and supplemented except in writing signed by the parties hereto.

21. FURTHER ASSURANCES

Each of the parties will take such action and co-operate with each other in executing and delivering any document or instrument reasonably necessary or convenient from time to time to give effect to the provisions of this Development Agreement, including, without limitation, any and all actions necessary or appropriate to effectuate the transfer of the said Premises and constructions to be made thereon.

RISDICTION

erts having territorial jurisdiction over the said Premises and/or the Hon'ble High Court cutta alone shall have the jurisdiction to entertain, try and determine all actions and suits auding the arbitration proceedings) arising out of this Development Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(the SAID PREMISES)

All That the pieces and parcels of land containing an area of 96.0591 Decimals, equivalent to 58.1157 Cottah, more or less, situate lying and comprised in various R.S. L.R. Dag Nos. 507, 508, 509, 524, 525, 529, 530, 532, 539, 549, 550, 554, 555, 708, 709, 720, 721, 723, 729, 730 recorded in various Khatians, in Mouza Atghara, J.L.No. 10, P.S. Rajarhat, in the District of North 24 Parganas, TOGETHER WITH all the rights and properties appurtenant thereto, owned by the owners in the manner detailed hereunder:

SL No.	Name of Company	L.R. Kh. No.	Dag No.	Total Area in Dag (in Decimal)	Total Pur, Area (in decimal)
1	BAVISCON VANUYA PVT. LTD.	1847	549	23	2
		1 2		Total:-	2
		1			
2	DREAMLAND VANUYA PVT. LTD.	1979	549	23	0.01346
			555	71	9.605
	N. C.			Total:-	9.61846
	Terror		y .		2001050
3	FLOWERS VINIMAY PVT, LTD.	2206	507	5	0.267
			508	- 6	0.2380933
			509	3	0.4973533
_			525	1	0.33
			530	5	0.23763
			549	23	0.01346
	10 72		550	12	1.667
			708	10	3,1663
			709	10	1.11
			720	8	0.634903
		1 2	723	4	1.467
			729	6	0.267
			730	2	0.1586033
			ŵ	Total:-	10.0543429
4	GALLANT VANUYA PVT. LTD	1862	508	6	1.675
	(<u>+</u>)		530	.5	1.36125
			549	23	0.01346
			550	12	1.675
			709	10	1.875
	MA		721	-7	2.625
			4	Total:-	9.22471
			amanayani	E	- Secretaria
5	GALLANT VINTRADE PVT. LTD.	1978	524	2	0.15625
			529	12	0.9375
			532	61	4.765625
			539	17	1.328125
			549	23	0.01346
			554	6	0.46875
			565	71	2.109375
				Total:-	9.779085

:50	LINKWISE VINIMAY PVT. LTD.	1976	524	2	0.15625
1			529	12	0.9375
1			532	61	4.765625
			539	17	1.328125
			549	23	0.01346
			554	6	0.46875
			555	7.1	2.109375
				Total:-	9.779085
7	NILAMBAR VANIJYA PVT. LTD.	1980	549	23	0.01346
			555	71	9.605
				Total:-	9.61846
В	SIMPLE DEALMARK PVT, LTD.	7.000			- 255
0.	SHIPLE DENEMARPYT, LTD.	2208	507	5	0.266
-			508	6	0.2380933
			509	3	0.4973533
			525	_ 1	0.33
			530	5	0.23763
111			549	23	0.01346
_			550	12	1,666
			708	10	3.1663
_			709	10	1.11
			720	8	0.634903
_		-	723	4	1.466
		2 P	729	6	0.266
		7	730	2	0.1586034
_				Total:-	10.050343
9	SITARAM VINCOM PVT, LTD	2207	507	5	0.266
			508	6	0.2380933
			200	3	0.4973533
	12		525	1	0.34
			530	5	0.23763
			549	23	0.01346
		1	550	12	1.666
			708	10	3 1663
			709	10	1.11
			720	8	0.634903
			723	4	1.467
			729	6	0.287
			730	2	0.1586033
		300 5		Total:-	10.0623429
10	COLD AN CORP SERVED				TOTAL CATALOGO
10	SOFTLINK SUPPLIERS PVT. LTD.	1977	524	2	0.15625
-		-	529	12	0.9375
		-	532	61	4.765625
-			539	17	1.328125
			549	23	0.01346
			554	6	0.46875
			555	71	2.109375
		1		Total:-	9.779085
1	SUR YA KIRAN VANUYA PVT. LTD	2001	508	6	0.2866
			509	3	0.5733
		17.7	530	5	0.2
			549	23	0.01346
			709	10	0.74
			720	8	3.4266
			730	2	0.8532

SS WHEREOF the parties hereto have signed and delivered on the day, month and above written.

JIGNED AND DELIVERED by the OWNERS at Kolkata in the presence of:

> MM-ZC Malestonthusodur P

Sour Janis

1	BAVISCON VANUYA PVT. LTD.
2	DREAMLAND VANUYA PVT, LTD.
3	FLOWERS VINIMAY PVT. LTD.
:4	GALLANT VANLYA PVT. LTG.
5	GALLANT VINTRADE PVT, LTD.
6	LINKWISE VINIMAY PVT, LTD.
7	NILAMBAR VANUYA PVT, LTD.
8	SIMPLE DEALMARK PVT, LTD.
9	SITARAM VINCOM PVT. LTD.
10	SOFTLINK SUPPLIERS PVT. LTO.
11	SURYA KIRAN VANIIYA PVT. LTD.

SIGNED AND DELIVERED by the DEVELOPER at Kolkata in the presence of:

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Adthorbed Signal Comments

Draftedly: V. gay Aut.

FORM FOR TEN FINGERPRINTS

1		Little	Ring	Middle (Left	Fore Hand)	Thumb
.000	THE STATE OF THE S					
	Sydennus	Thumb	Fore	Middle (Right	Ring Hand)	Little
			1			
-		Little	Ring	Middle (Left	Fore Hand)	Thumb
2			3			
	Lo	Thumb	Fore	Middle (Right	Ring Hand)	Little

Government Of West Bengal Office Of the A.D.S.R. RAJARHAT

Government of West Bengal Office of the A.D.S.R. RAJARHAT W.B. FORM NO. 1504

Date: 19/12/2012

01148/2012

Deed No.

I-01114/2012

Isentant Name xecutant Name

Sunil Kumar Loharuka

Vikash Diwan and others

Claimant Name . .

Type of Deed

Development Agreement or Construction agreement

Market Value

Rs 4,06,81,000/-

Addl. Transaction

Declaration(2)

Fees & Standard User charges Paid (Break up as below)

Rs 397/-

Stamp Duty Paid (Break up as below)

Rs 75,100/-

1. By Cash *

Rs 397/- 1. By Stamp

Rs 100/-

2. By Draft/BC/SABR

SL No.*

Date *

Amount (Rs.)

SL. No. No.*

Date *

Rs 75,000/-Amount (Rs.)

. 1.

245639

2. By Draft/BC/SABR/Challan

14/12/2012

75,000/-

Article :E=210/-,

By Cash* Amount Includes Standerd User Charge of Rs 187/-No* - Draft/Bankers Cheque/SABR/Challan No.

-Draft/Bankers Cheque/SABR/Challan Date

Registering Officer A.D.S.R. RAJARHAT



Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number : I - 01114 of 2012 (Serial No. 01148 of 2012)

Payment of Fees:

On 18/12/2012

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

Presented for registration at 16.10 hrs on :18/12/2012, at the Private residence by Sunil Kumar Loharuka, one of the Executants.

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

Execution is admitted on 18/12/2012 by

1. Vikash Diwan

Authorised Signatory, Nilambar Vanilya Pvt Ltd., 101, Park Street, Siddha Point, P.O. :-, District:-Kolkata, WEST BENGAL, India, Pin :-700015.

Authoriséd Signatory, Flowers Vinimay Pvt Ltd, 46, B B Ganguly Street, 2nd Floor Room No.4, P.O.: , District:-Kolkata, WEST BENGAL, India, Pin:-700012.

Authorised Signatory, Sitaram Vincom Pvt Ltd, 46, B B Ganguly Street, 2nd Floor Room No.4, P.O. :"District:-Kolkata, WEST BENGAL, India. Pin:-700012.

Authorised Signatory, Simple Dealmark Pvt Ltd, 46, B B Ganguly Street, 2nd Floor Room No.4, P.O. :-, District;-Kolkata, WEST BENGAL, India, Pin :-700012.

Authorised Signatory, Linkwise Vinimay Pvt Ltd, 46, B B Ganguly Street, 2nd Floor Room No.4, P.O.: District:-Kolkata, WEST BENGAL, India, Pin:-700012.

Authorised Signatory, Softlink Suppliers Pvt Ltd, 46, B B Ganguly Street, 2nd Floor Room No.4, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700012.

Authorised Signatory, Gallant Vintrade Pvt Ltd, 46, B B Ganguly Street, 2nd Floor Room No.4, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700012.

Authorised Signatory, Surya Kiran Vanijya Pvt Ltd, Loharuka Niket D C-9/28, Shastri Bagan, Deshbandhu Nagar, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Baviscon Vanijya Pvt Ltd., Loharuka Niket D C-9/28, Shastri Bagan, Deshbandhu Nagar, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Gallant Vanijya Pvt Ltd., Loharuka Niket D C-9/28, Shastri Bagan, Deshbandhu Nagar, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Dreamland Vanijya Pvt Ltd., Loharuka Niket D C-9/28, Shastri Bagan, Deshbandhu Nagar, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700059, By Profession : Business

American Institut Sab Sugaran Selected New York, North & Principal Chart

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 6673 to 6693 being No 01114 for the year 2012.



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(Debasish Dhar) 19-December-2012 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal 5429 01154

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1 9 DEC 2012

THIS DEVELOPMENT AGREEMENT made this 29 h day of June, Two Thousand Twelve BETWEEN (1) POLYGON VANIJYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 101,

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greet, Siddha Point, Ground Floor, Kolkata 700 015, (2) STRONG VANUYA PRIVATE FED, a Company incorporated under the Companies Act, 1956 having its registered ifice at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (3) GRACE VANUYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (4) APNAPAN SUPPLIERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (5) RENOVATE SUPPLIERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, [6] SARWAR AGENCY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (7) KUBER VANIJYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (8) MAXIM ENCLAYE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (9) DAGGER MERCHANTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (10) LUCKDHAN DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (11) NABROOP SALES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 7,00 059, (12) HECTOR DISTRIBUTORS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (13) PROTECT VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (14) DEEPJYOTI DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (15) RISHIKESH VANUYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (16) DAMODAR AGENCIES PRIVATE LIMITED, a Company incorporated under the *Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (17) LAGAN COMMODITIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (18) COMPARE MERCHANTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (19) FANTOM VANUYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 300 059, (20) VASUNDHARA VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (21) SINDHU VINIMAY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (22) NEUTRAL VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700. 059, (23) SADASIV VANIJYA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (24) SUHAGAN MARKETING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (25) PRAYAG DEALCOMM PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (26) SITARA VANLIYA PRIVATE LIMITED, a Company incorporated

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AND

DISPLAY VINIMAY PRIVATE LIMITED, a Company, incorporated under the Companies Act 1956 having its registered office at DC 9/28 SHASTRI BAGAN, DESHBANDHU NAGAR, KOLKATA 700059, represented by its Authorised Signatory (Mr.) Sunil Kumar Loharuka, son of Late Ram Bhagat Loharuka, residing at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Rajarhat, Kolkata 700 059, hereinafter called "the DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors in-office, nominees, agents and assigns) of the OTHER PART:

- The Owners are seized and possessed of and/or otherwise well and sufficiently entitled to <u>All That</u> the pieces and parcels of land containing an area of 274.2747 Cottah more or less situate lying and comprised in various Dags, recorded in various Khatians, in Mouza Atghara, J.L.No. 10, P.S. Rajarhat, in the District of North 24-Parganas, more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written (and hereinafter for the sake of brevity referred to as "the SAID PREMISES").
- B. The owners herein are the independent owners of the land belonging to them and this agreement has been executed jointly for the purpose of convenience only and do not affect the rights and obligations of the owners amongst themselves or against the developer, which are independently enforceable.
- C. The Developer is also owning various pieces and parcel of land in the said Mouza Atghara, North 24-Parganas.
- D. The land belonging to the Owners are not contiguous parcels of land and are incapable of proper and beneficial development.
- E. Accordingly, the Owners approached the Developer and offered to grant development rights over the said Premises to the Developer and after prolonged and protracted negotiations and deliberations, the Déveloper agreed to the proposal of the Owners and accordingly the parties hereto have agreed upon certain terms and conditions which they desire to record into writing as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is flereby agreed, declared, confirmed and recorded by and between the participation as follows:-

1. DECLARATION BY THE OWNERS

- 1.1 The Owners confirm, declare, represent and warrant that they are absolutely owning the said Premises and each and every part thereof free from all encumbrances.
- 1.2 The Owners are entitled to enter into-this Development Agreement and there is no restraint of any Court, Tribunal, statutory authority or quasi Judicial authority or any other authority whatever against the Owners or any of them from entering into and executing this Development Agreement and other Deed(s) and Power(s) of Attorney in favour of the Developer.
- 1.3 Necessary resolutions have been passed by the Owners authorizing and permitting the execution of this Development Agreement and also the Power(s) of Attorney as contemplated in this Development Agreement in favour of the Developer and/or its nominees and all the necessary resolution/s in this regard continue to be valid and subsisting as on the date hereof and shall continue to be valid and not revoked during the currency of this Development Agreement.
- 1.4 The Owners confirm and state that no Agreement for Sale or Development or any other agreement in respect of their share right title or interest in the said Premises with any other person or party subsist at the date of this agreement.

Subject to the terms hereof, the Developer shall or may at all times hereafter develop and the said Premises and peaceably and quietly hold use possess and enjoy the said Premises, and the benefits, advantages and rights thereof without any lawful eviction, interruption claim or demand whatsoever from or by the Owners or any of them or any person or persons claiming under them.

2. TERMS OF GRANT OF DEVELOPMENT RIGHTS

- 2.1 The Owners hereby permit and grant to the Developer and the Developer hereby acquires and accepts from the Owners, the exclusive right to develop and exploit commercially the said Premises, such rights including the rights and entitlements of constructing New Building/s thereat after demolishing the existing buildings and structures thereat (if any) for mutual benefit and for the consideration and on the terms and conditions herein contained, and such grant, amongst others does include-
 - the right to use the entire sanctionable area of the said Premises in the manner and to the extent as may be permitted by the relevant provisions of relevant statutes for the item being in force;
 - (b) benefit of all exemptions, approvals, orders under Urban Land (Ceiling & Regulation) Act, 1976 and all other statutory approvals and permissions obtained or that may be obtained in respect of the Said Premises; and
 - (c) right to appropriate the sale proceeds of the building/buildings to be constructed at the said Premises or any other space benefits rights privileges therein or thereat, subject to the payment of consideration to the Owners and complying with the terms hereof.
- 2.2 It is expressly agreed understood and clarified that the Developer shall at all times be absolutely entitled to enter into any agreement or arrangement with the owner(s) of any adjoining property / properties and develop such adjoining property / properties, as also the properties belonging to the Developer, jointly with the said Premises, either as a single development and/or multiple developments as the Developer may in its discretion deem fit and proper, and the Owners shall have no concern therewith.
- 2.3 It is recorded that simultaneously with the execution hereof, the Owners have put the Developer in possession of the said Premises.
- 2.4 In consideration of the Owners granting exclusive development rights to the Developer and to appropriate all sale proceeds arising therefrom, the Developer has agreed to pay to the Owners and the Owners shall be entitled to a fixed total consideration of Rupees Twenty one Crore Ninety four Lac Nineteen Thousand Seven hundred and Sixty three only, for land comprised in the said Premises. The Developer shall pay the aforesaid total fixed consideration to each of the Owners individually is fully mentioned as under: (1) AAWAGAMAN COMMERCIAL PVT. LTD. shall get Rupees Forty Seven Lac Twenty Five Thousand One Hundred Seventy Six Only. [2] ANUMODAN SUPPLIERS PVT. LTD. shall get Rupees Sixty Two Lac Twenty Seven Thousand Nine Hundred Nine Only. (3) APNAPAN SUPPLIERS PVT, LTD, shall get Rupees Forty Seven Lac Twenty Five Thousand One Hundred Seventy Six Only, (4) BHAGIRATHI CONSULTANCY PVT, LTD, shall get Rupees Fifty Lac Sixty Eight Thousand Four Hundred Seventy Seven Only. [5] COMPARE MERCHANTS PVT. LTD. shall get Rupees Fifty Two Lac Ninety Three Thousand Five Hundred Sixty Seven Only. (6) CORNFLOWER TRADELINK PVT. LTD. shall get Rupees Fifty. Lac Sixty Eight Thousand Four Hundred Seventy Seven Only. (7) DAGGER MERCHANTS

PVT. LTD. shall get Rupees Forty One Lac Forty Six Thousand Twenty Seven Only. (8) DAMODAR AGENCIES PVT. LTD. shall get Rupees Fifty Six Lac Thirty Three Thousand Fifteen Only. (9) DEEPJYOTI DEALERS PVT. LTD. shall get Rupees Sixty Four Lac Forty Five Thousand Twenty Seven Only. (10) DHANAPATI TIEUP PVT. LTD. shall get Rupees Fifty Five Lac Twelve Thousand Fifteen Only. (11) ESQUIRE VANIJYA PVT, LTD. shall get Rupees Twenty One Lac Two Thousand Two Hundred Thirty Five Only. (12) FANTOM VANUYA PVT, LTD, shall get Rupees Fifty Four Lac Fifty One Thousand Seven Hundred Eight Only, (13) FASTMOVE ADVISORY PVT. LTD. shall get Rupees Fifty. Lac Sixty Eight Thousand Ninety Only (14) GOLDSTAR VANUYA PVT. LTD. shall get Rupees Forty Eight Lac Forty Six Thousand Five Hundred Fifteen Only. (15) GRACE VANUYA PVT. LTD. shall get Rupees Forty Three Lac Eighty Four Thousand Ninety One Only. (16) GULMOHOR AGENCY PVT, LTD, shall get Rupees Fifty Five Lac Seventy Nine Thousand Three Hundred Forty Nine Only. (17) HECTOR DISTRIBUTORS PVT. LTD. shall get Rupees Forty Two Lac Ninety One Thousand Nine Hundred Nine Only. (18) KUBER VANIJYA PVT. LTD. shall get Rupees Fifty Two Lac Fifty Nine Thousand Nine Hundred Nine Only. (19) LAGAN COMMODITIES PVT, LTD, shall get Rupees Fifty Five Lac Ninety Three Thousand Eight Hundred Sixty Nine Only. (20) LUCKDHAN DEALERS PVT, LTD. shall get Rupees Fifty Lac Seventeen Thousand Nine Hundred Nine Only. (21) MAXIM ENCLAYE PVT. LTD. shall get Rupees Fifty Four Lac Fifty One Thousand Five Hundred Fifteen Only. (22) NABROOP SALES PVT. LTD. shall get Rupees Fifty Nine Lac Ten Thousand One Hundred Twenty Four Only. (23) NEPTUNE VANIJYA PVT. LTD. shall get Rupees Fifty Eight Lac Fourteen Thousand Five Hundred Fifteen Only. (24) NEUTRAL VYAPAAR PVT. LTD. shall get Rupees Fifty Eight Lac Forty Thousand Twenty Seven Only. (25) PANCHMUKHI VYAPAAR PVT. LTD. shall get Rupees Fifty Four Lac Fifty One Thousand Seven Hundred Eight Only. (26) PARUAT VANUYA PVT, LTD, shall get Rupees Thirty Eight Lac Twenty Six Thousand Five Hundred Eighty Seven Only, (27) PASSION VANUYA PVT, LTD, shall get Rupees Fifty Lac Twenty Eight Thousand Fifteen Only: [28] POLYGON VANUYA PVT. LTD. shall get Rupees Forty Three Lac Seventy Eight Thousand Seven Hundred Sixty Three Only. [29] PRAYAG DEALCOMM PVT, LTD, shall get Rupees Sixty Lac Four Thousand Five Hundred Eighty Seven Only. (30) PROTECT VYAPAAR PVT. LTD. shall get Rupees Fifty Seven Lac Forty Seven Thousand Five Hundred Only. (31) RENOVATE SUPPLIERS PVT. LTD. shall get Rupees Fifty Three Lac Thirty Thousand Five Hundred Fifteen Only. (32) RISHIKESH VANUYA PVT, LTD, shall get Rupees Forty Seven Lac Twenty Five Thousand Six Hundred Sixty Only. (33) ROCKET VYAPAAR PVT, LTD. shall get Rupees Forty Eight Lac Seventy Thousand Seven Hundred Fifteen Only. (34) SADASIV VANIJYA PVT. LTD. shall get Rupees Forty Eight Lac Seventy Thousand Seven Hundred Fifteen Only. (35) SAKSHI DISTRIBUTOR PVT. LTD. shall get Rupees Fifty Eight Lac Fourteen Thousand Five Hundred Fifteen Only, (36) SARWAR AGENCY PVT, LTD, shall get Rupees Fifty Three Lac. Sixty Six Thousand Three Hundred Eighty Nine Only. (37) SINDHU VINIMAY PVT. LTD. shall get Rupees Fifty Seven Lac Eighty Eight Thousand One Hundred Fifty Six Only. (38) SITARA VANUYA PVT. LTD. shall get Rupees Forty Seven Lac Twenty Five Thousand Six Hundred Sixty Only. (39) STRONG VANIJYA PVT. LTD. shall get Rupees Forty Three Lac Eighty Three Thousand Six Hundred Three Only. (40) SUHAGAN MARKETING PVT. LTD. shall get Rupees Fifty Five Lac Twenty Thousand Five Hundred Eighty Seven Only. (41) SUPERIOR VINIMAY PVT. LTD. shall get Rupees Forty Three Lac Thirty Eight Thousand Three Hundred Fifteen Only. (42) TARANA TIEUP PVT, LTD. shall get Rupees Forty Three Lac Thirty Nine Thousand Six Hundred Twenty Seven Only. (43) VASUNDHARA VYAPAAR. PVT, LTD, shall get Rupees Fifty Four Lac Fifty One Thousand Five Hundred Fifteen Only. SAVE as aforesaid the Owners shall not be entitled to any other consideration from the Developer in respect of the said Premises.

The said consideration shall be payable immediately and in any case not later than six months from the date of this agreement.

2.6 It is expressly agreed that the Developer shall be absolutely entitled to all other accretions besides sale proceeds on sale of constructed areas and it will receive, hold, appropriate and enjoy the same without any rights disputes claims demands whatsoever from the Owners.

3. COVENANTS AND RESPONSIBILITIES OF THE DEVELOPER

- (a) The Developer shall develop, construct and complete building or buildings in or upon the said Premises:-
 - (i) entirely at its costs, and
 - in accordance with plans and with amendments, alterations and additions, if any, sanctioned by the appropriate authority from time to time; and
 - (iii) In compliance with the rules and regulations, bye-laws and other statutory provisions applicable in respect of the development and construction of building/buildings; and
 - (iv) by taking due care and diligence and following prudent norms in constructing and completing the construction on the said Premises in accordance with the plans to be sanctioned.
- (b) The fees and all other charges payable to the Architect and Engineers and Consultants will be paid and borne by the Developer and the Owners shall be kept harmless indemnified by the Developer in respect thereof.
- (c) The building/buildings(s) shall be constructed on the said Premises as per the building plans to be sanctioned by the concerned authorities with due diligence and caution and the Developer alone shall be responsible for any act, deed or thing or omission or commission or negligence and shall indemnify and keep indemnified the Owners in respect thereof.
- (d) All constructions to be made on the said Premises shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants and machineries, installations and fitting etc. which may be brought or kept at the said Premises shall remain at the sole risk and responsibility of the Developer and/or its agents, representatives and contractors. The Developer shall indemnify and save harmless and keep the Owners indemnified against all consequences liabilities losses claims damages penalties imposition or proceedings whatsoever that may be suffered or incurred by the Owners arising out of or by any law or by statue in respect of injury loss of the death of any person or by violation of any law, rule, bye-law and/or regulation in course of or willfully caused by the execution of the work of construction of the building/buildings envisages hereunder.
- (e) For the purpose of construction at the said Premises, the Developer shall be entitled to appoint, engage and employ such Architect, Contractors, Sub-contractors, Engineers, Labourers, Mistries, Care-takers, Guards and other Staffs and employees at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. Such persons and/or employees shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries wages, remuneration etc. the Developer shall follow and comply with all applicable provisions of law as to their services and the Owners shall be kept indemnified by the Developer in respect thereof.

The entire cost of construction of the building or buildings to be constructed on the said Premises shall be borne by the Developer. Such cost shall include the cost of all services, amenities, fittings and fixtures as per the sanctioned plans and all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the construction. It is expressly agreed that the Owners shall not be required to bear/contribute any amount in that behalf.

4. EXECUTION OF SUPPLEMENTAL DOCUMENTS

- 4.1 Simultaneously with the execution of this Development Agreement or soon thereafter as may be required from time to time by the Developer, the Owners shall at the costs of the Developer execute the following documents.
 - An irrevocable comprehensive general Power of Attorney in favour of the Developer and/or its nominees / representatives (with power of substitution and delegation) authorizing and permitting them to inter alia, approach statutory and other authorities for amalgamation of the said Premises with adjoining property / properties, as also the properties belonging to the Developer, obtaining sanction of plans, re-validation and modification of plans and developmental permissions in respect of the said Premises, to commence and carry out and complete development and construction and completion of building/buildings in and upon the said Premises, sell flats, units and other constructed areas and rights in the building or buildings to be constructed by the Developer together with or independent of or independently the land comprised in the said Premises, create third party rights in respect of the said Premises, mortgage the said Premises, enter into agreements for sale of constructed units and flats and other saleable areas and rights together with or independent of or independently the land comprised in the said Premises, and execute and register deeds of conveyances in respect of the units and flats in the building or buildings to be constructed on the said Premises together with or Independent of or independently the land comprised in the said Premises and receive and appropriate the consideration money and amounts of deposits, securities etc and deliver possession of the constructed units flats/areas etc.
 - (b) A letter of possession upder which the Owners have put the Developer in physical possession of the said Prémises.
- 4.2 The Owners shall not revoke such powers or authorities given to the Developer or to any person or persons as the Developer may require during the subsistence of this agreement and such powers and authorities shall in all cases extend to any other matters or transactions not precisely mentioned or defined in the Power of Attorney to be executed by the Owners in favour of the Developer and shall be deemed to be or expedient to be done or performed.

DEPOSIT OF TITLE DEEDS AND DOCUMENTS

- 5. 1 Simultaneously with the execution of this Development Agreement, the Owners shall hand over to the Developer the original documents of title in respect of the said Premises.
- 5. 2 The Developer shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonably requests and at the costs and expenses of the Owners produce or cause to be produced to the Owners or their agent

or agents or any person or persons as the agent may direct in any suit or proceedings or otherwise the documents of title relating to the said Premises which shall have been delivered to the Developer and will permit such documents of title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish true copies of or extracts from such documents of title as may be required by the Owners and shall at all times keep such documents-of-title safe, unobliterated and uncancelled.

6: OWNERS' OBLIGATIONS

- (a) The Owners shall be responsible to pay all the taxes, land revenue, water charges and electricity charges in respect of the said Premises for the period upto the date hereof, whereafter the Developer shall be responsible for payment of the same.
- (b) The Owners shall at the request of the Developer sign and execute from time to time all such further the plans and other applications for layouts, sub-division, construction of the building/buildings and structures on the said Premises for being sanctioned by the appropriate authorities provided that, all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the Developer alone.
- (d) The Owners agree to render all assistance and co-operation that may be required by the Developer from time to time to arrange finance and to carry out the development work in and upon the said Premises and construction and completion of building/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising therefrom Provided That the Owners shall not be liable to incur'arry financial obligations in that behalf.
- (e) The Owners shall, as and when required by and at the request of the Developer, execute and register one or more sale deed or deeds or other documents of transfer for sale and transfer of the land comprised in the said Premises in favour of the Developer and/or its nominee or nominees (being the buyers / purchasers of flats, units and other constructed areas in the building/s to be constructed by the Developer at the said Premises and other adjoining properties) in such share or shares and/or part or parts as the Developer may require or nominate from time to time, without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer.

RIGHTS OF THE DEVELOPER

(a) With effect from the date hereof, the Developer shall be entitled to commence the work of development and construction and complete the construction and to sell dispose of the flats, units and other saleable / constructed areas and rights by sale on what is commonly known on as ownership basis, transfer, lease, leave and license etc., as shall be decided by the Developer in its decision AND the Developer shall be entitled to enter into agreements for sale/transfer or otherwise deal with the building(s) or any part thereof and receive consideration money, advances, deposits, securities, rents etc. from intending Purchasers and/or acquirers.

- (b) The Developer shall be at liberty to sell transfer lease out deal with and/or dispose of the flats, units and other saleable / constructed areas in the building/buildings and structures to be constructed on the said Premises and/or to enter into any package deal or arrangement for allotment of building/buildings and structures to be constructed on the said Premises at such price and on such terms and conditions and provisions as the Developer may think fit. All such allotments shall, however, be made by the Developer at its risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between the Developer and such party or parties. The Developer shall be entitled to enjoin the Owners in all agreements / transfers / leases etc. and sign the same as constituted attorney of the Owners.
- (c) The Developer shall be entitled to and the Owners do authorize and empower the Developer to do all acts, deeds, matters and things for the purpose of commencing and completing development on the said Premises, for which a General Irrevocable Power of Attorney will be executed by the Owners in favour of the Developer authorizing the Developer to carry out, amongst others, the following acts, deeds, matters and things in respect of the said Premises:-
 - For amalgamation of the said Premises with adjoining property / properties, as also the properties belonging to the Developer,
 - To appoint architects, surveyors, engineers, RCC specialists etc., and to prepare building/buildings plans and lay out plans;
 - (iii) To get the plans of the proposed building/buildings to be constructed on the said Premises and/or the adjoining properties prepared in accordance with the bye law, rules and regulations of the concerned Municipal Authorities and other concerned authorities and submit the same to the said authorities for approval and from time to time to modify, amend and revise the said plans, as required under the law and resubmit and process the same, make all submissions and representation (both oral and written) and pay sanction fee and receive the sanctioned plan from Municipal Authorities and other concerned authorities.
 - (iv) To apply for and obtain necessary permissions, approvals, certificates etc. from the Competent Authority under the provisions of Urban Land (Ceiling & Regulations) Act, 1976 and the authorities under the West Bengal Land Reforms Act, 1955, if and as applicable.
 - To apply for and obtain all necessary permissions, approvals, certified copies etc. from the Government and/or any other public authority.
 - (vi) To make the necessary application/s to the appropriate authorities for necessary electrical, water and gas connections or other connections and utilities.
 - (vii) To approach the various authorities for obtaining various service connections.

- (viii) To make application/s to the Competent Authorities for water connection and supply of electricity and gas and to give any undertaking/s or guarantee/s as may be required in all respects as may be thought convenient or proper by the Developer for any of purposes herein.
- To apply for and obtain Commencement and Completion Certificates, both partial and total.
- To pay all taxes, cess, rates, charges and expenses and other outgoings in respect of the said Premises.
- (xi) To carry on correspondence as may be required with any authorities for the purposes of development herein envisaged.
- (xiii) To carry out at its own costs, charges and expenses in all respects all or any items of work for development of the said Premises including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the concerned. Municipal Authorities and other authorities while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of developing the said Premises properly fit for construction of building/buildings and structures therein.
- (xiii) To put up and permit to be put up advertisement boards upon the said Premises with or without fee, but without involving the name of the Owners in any manner.
- (xiv) To sell the flats, units and other saleable / constructed areas and rights at the said Premises either on the ownership basis, or to grant term lease for any term and or to grant tenancies or any other rights in respect thereof, or on a principal to principal basis upon such terms and conditions and consideration as the Developer may think fit, and for that purpose to enter into and execute the necessary Agreements, Conveyances, Transfer Deeds and/or any other instruments and writings with the intending purchasers or lessees or tenants or transferees thereof.
- (xv) To receive utilize and appropriate onto itself all consideration monies, rents issues, profits etc., receivable from the intending purchasers or lessees or tenants or transferees or else.
- (xvi) To put the purchasers or lessees or tenants of the flats, units and other saleable / constructed areas and rights in possession of their respective flats, units and other saleable / constructed areas and rights.
- (xvii) To appear for and on behalf of the Owners before the concerned Registrar, Sub-Registrar, Sub-Registrar of Assurances and others and present for registration and to admit execution of the Indenture of Conveyance/lease/transfer whatsoever executed by the Developer.

- (xviii) To do all other acts, deeds, matters and things for the purpose of completing development of the said Premises and construction of building/buildings and effecting sale and transfer of flats, units and other saleable / constructed areas and rights therein, together with or independent of or independently the land comprised in the said Premises.
- (d) All out of pocket expenses of and incidental to this Development Agreement and the transactions in pursuance thereof, including the Deed/Deeds of Conveyance / Lease / Transfer and other assurances in respect thereof, including stamp duty and registration charges shall be arranged to be paid by the Developer so that the Owners will not be required to pay the same. The Owners and the Developer shall pay their respective Advocates' fees.
- (e) The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges expenses which may be incurred or suffered by the Owners on account of or arising out of any breach of any of these terms or, any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise howsoever.
- (f) The Developer shall be entitled to enter into separate contracts in its own name with building/buildings contractor, architects and others for carrying out the said development at its risk and costs.
- (g) It is agreed that for convenience, administrative or otherwise, the Developer shall be at liberty at its sole discretion to:-

11 2 . 3

- form Corporate Body/Bodies for the management, maintenance and otherwise control and regulation of the affairs of each or one or more building/buildings constructed on the said Premises and/or the adjoining properties as may be permissible and conveniently possible, or
- ii) Form a separate ultimate body being either a cooperative housing society or a limited company or an association of apartment holders or Society in respect of one or more buildings or to form such ultimate body for the entire Housing Complex as the Developer may in its absolute discretion deem fit.
- To do all other acts, deeds, matters and things for the purpose of developing the said Premises and constructing building/buildings according to the intentions stated in this Development Agreement.

8. AGREEMENTS WITH FLATS PURCHASERS

B.1. The Developer shall be entitled on a principal to principal basis, and not as an agent of the Owners, to sell, convey, lease, transfer, deal with and/or dispose of the building/buildings and/or the flats, units and other saleable / constructed areas and rights therein, and execute and enter in the agreements with intending purchasers or lessees or transferees at its own risk and obligations and in its own name. The Developer shall be entitled to enjoin the Owners also in all such agreements and conveyances and sign and execute the same on behalf of the Owners. The Owners shall in no manner be held liable to the intending purchasers or lessees or transferees and the Developer shall indemnify and keep indemnified the Owners against all such claims that may be made or raised by such or any one of the intending purchasers or lessees as the case may be.

9. DEVELOPMENT OF THE SAID PREMISES IN ACCORDANCE WITH LAW:

9.1. The Developer shall, at its own costs and expenses, develop the said Premises in conformity with the sanctioned plans, and in conformity with the terms and conditions as may be imposed by any governmental authority or any other statutory authority relating to the said Premises.

10. INDEMNITY BY THE DEVELOPER

10.1 The Developer hereby indemnifies and agree to keep the Owners indemnified and harmless from and against any act, deed, matter or thing done or omitted to be done by the Developer and shall keep the Owners indemnified from and against all losses, damages, litigations, claims, demands and costs that may be made and/or incurred by the Owners as a result of any such act or omission by the Developer in connection with the development of the said Premises.

11. CONVEYANCES IN FAVOUR OF PURCHASERS OF UNITS/FLATS

As and when called upon by the Developer to do so, the Owners shall execute, deliver and lodge for registration one or more indentures of Conveyance or Lease or Transfer in respect of the land comprised in the said Premises or parts thereof as the Developer may require in favour of the Developer and/or its nominee/s, including the society, condominium, association and/or company which may be formed of the diverse flat/unit purchasers of the building/buildings to be constructed. The Owners shall not be entitled to any additional consideration for executing such one or more indentures of Conveyance or Lease or Transfer.

12. RIGHT TO MORTGAGE / CHARGE:

The Developer shall be entitled at its own risk and responsibility to obtain loans or project / term loans / finance or any other credit facility from any Bank, Financial Institution, or private resources etc. for development of the said Premises and shall be at liberty to mortgage / create charge on the said Premises. The Developer is hereby authorized by the Owners to deposit the Original Title Deeds and other documents of title relating to the said Premises with the Financier as security and to sign and execute necessary documents on behalf of the Owners. The liability of refund of such loans shall be solely of the Developer, It being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such bank or banks / financial institutions or any other person and for that purpose the Developer shall keep the Owners indemnified against all actions suits proceedings and costs charges and expenses in respect thereof.

MISCELLANEOUS

13.1 This Development Agreement shall not be construed as a partnership and this agreement shall be construed as an agreement between two principals i.e. between the Owners on the one hand and the Developer on the other hand for the development of the said Premises and construction and transfer of building/buildings on the terms conditions and consideration herein stated.

£2 Each party shall pay and discharge their respective liabilities and obligations including

Date: 19/12/2012

Government of West Bengal Office of the A.D.S.R. RAJARHAT W.B. FORM NO. 1504

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01154/2012 MI No. Deed No. 1-01116/2012 resentant Name Sunil Kumar Loharuka Claimant Name . . Executant Name Vikash Diwan and others Type of Deed Development Agreement or Construction agreement Market Value Rs 19,19,92,290/-Addl. Transaction Declaration(2) Fees & Standard User charges Stamp Duty Paid Rs 445/-Rs 75,100/-Paid (Break up as below) (Break up as below) 1. By Cash * Rs 445/- 1. By Stamp Rs 100/-2. By Draft/BC/SABR/Challan Rs 75,000/-2. By Draft/BC/SABR SL. No.* Date * Amount (Rs.) SL. No. No.* Date * Amount (Rs.)

1.

Article :E=210/-,

By Cash* Amount includes Standard User Charge of Rs 235/-No* - Draft/Bankers Cheque/SABR/Challan No. Date * -Draft/Bankers Cheque/SABR/Challan Date

Registering Officer A.D.S.R. RAJARHAT

245637

14/12/2012

75,000/-

- Each party shall pay and discharge their respective liabilities and obligations including the capital gains tax /income tax liabilities that may arise or be derived, or received by them. The Owners and the Developer will indemnify and keep indemnified the other from and against any such liability on account of income tax and other liabilities for direct and/or indirect taxes.
- 13.3 Neither of the parties hereto shall assign transfer or in any way part with their respective right title and interest under this Development Agreement in favour of any third person without prior written consent of the other party to this Development Agreement.
- 13.5 The Developer shall have the liberty to advertise and invite buyers, negotiate with the prospective buyers/purchasers and take booking of any flats, units and other saleable / constructed areas and rights with or without parking space and other areas and enter into all agreement and other documents for sale transfer and disposal as may be mutually agreed by the Developer with the prospective buyers/purchasers/ transferees and to receive earnest money or other sums from time to time and/or consideration money and other amounts against such sale lease transfer and/or disposal and appropriate the same.
- 13.6 There is neither now nor hereafter shall be any privity of contract between the Owners on the one hand and the prospective buyers/acquirers of flats, units and other saleable / constructed areas and rights on the other hand the Owners shall not be responsible in any way whatsoever to the prospective purchasers / buyers / transferees of the flats, units and other saleable / constructed areas and rights to be constructed on the said Premises and/or the adjoining properties either in respect of any agreement which may be entered into by the Developer with any prospective purchasers / transferees or parties or for any payment which the Developer may receive from such nominee or assignee and/or prospective purchaser or transferee or party under any agreement or otherwise which may be entered into between the Developer and such purchaser / transferee.
- 13.7 It is expressly agreed that in case any of the purchasers / transferees of flats, units and other saleable / constructed areas and rights commits any default or breach of their respective agreements then in such event the Developer shall be at liberty to deal with the said situation and shall be entitled to terminate such agreement and to deal with such flats, units and other saleable / constructed areas and rights of such defaulting purchaser / transferee or party in such manner as the Developer may deem fit and proper.
- 13.8 The Owners shall not create any encumbrance or charge or third party right / interest or impediment of any nature whatsoever or enter into any Agreement which shall have the effect of causing impediment for the development of the said Premises. The Owners shall not enter into any agreement or contract for sale, lease, mortgage, charge or otherwise in respect of the said Premises at any time during the currency of this Development Agreement.
- 14. Notwithstanding what have been stated hereinatiove in this Development Agreement, the title to the said Premises will continue to remain vested with the Owners till the construction of flats, units and other saleable / constructed areas and rights are completed and handed over and/or transferred to the intending purchasers/

transferees acquire or conveyances and/or other documents of transfer in respect thereof have been executed in favour of intending purchaser/acquirers/transferees.

- 15. Each of the parties hereto shall do and execute all further acts, deeds, writings, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.
- 16. The incidence of VAT or Service Tax, if applicable, will be the obligation of the purchaser/lessees/transferees of flats, units and other saleable / constructed areas and rights at the said Premises. In any event the Owners shall not have any responsibility for the same.
- 17. The Owners do hereby also empower and authorize the Developer to do all other acts deeds and things that shall be required to be done for the purpose of smooth and hassle-free development of the said Premises and construction of building/buildings, even though such acts deeds or things may not have been expressly hereby granted, and the said authority of the Developer shall extend to all such matters, it being expressly understood that the acts of the Developer shall not cause any monetary / financial obligation upon the Owners.

18. ARBITRATION

In the event of any dispute or difference of opinion, claims, or other questions whatsoever arising between the parties hereto relating to this Development Agreement or any further Agreement or other documents and papers executed in pursuance hereof or in respect of any construction or application thereof or as to any act, deed or omission or as to any other matter in any way relating to the development of the said Premises or the affairs thereof, the same shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award or directions given by the Arbitrator or the Arbitral Tribunal as the case may be, shall be final and binding on the parties to the arbitration proceedings. The arbitration proceedings shall be held in Kolkata.

19. BINDING EFFECT

This Development Agreement and its provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, affiliates, heirs and personal representatives.

20. ENTIRE AGREEMENT

This Development Agreement together with the schedules contains the entire agreement of the parties hereto with respect to the subject matter hereof. No other agreements or understandings shall survive on the execution and delivery of this Development Agreement by the parties. This Development Agreement shall not be amended, modified and supplemented except in writing signed by the parties hereto.

21 FURTHER ASSURANCES

Each of the parties will take such action and co-operate with each other in executing and delivering any document or instrument reasonably necessary or convenient from time to time to give effect to the provisions of this Development Agreement, including, without limitation, any and all actions necessary or appropriate to effectuate the transfer of the said Premises and constructions to be made thereon.

JURISDICTION

Courts having territorial jurisdiction over the said Premises and/or the Hon'ble High Court at Calcutta alone shall have the jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this Development Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(the SAID PREMISES)

All That the pieces and parcels of land containing an area of 453.3466 Decimal, equivalent to 274.2747 Cottah, more or less, situate lying and comprised in various R.S./ L.R. Dag Nos. 447, 448, 458, 459, 460, 510, 511, 512, 518, 524, 526, 527, 528, 529, 530, 532, 551, 553, 554, 555, 695, 707, 709, 710, 711, 721, 722, 724, 725 recorded in various Khatians, in Mouza Atghara, J.L.No. 10, P.S. Rajarhat, in the District of North 24-Parganas, TOGETHER WITH all the rights and properties appurtenant thereto, owned by the Owners in the manner detailed hereunder:

SI_No.	Name of Company	L.R. Kh. No.	RS/ LR Dag No.	Total Pur. Area (in decimal)
1	AAWAGAMAN COMMERCIAL PVT. LTD.	1969	529	1
			532	5.0833
			539	1.416
			549	0.01346
	197		555	2.25
	,		Total:	9.7628

	-	539	0.11805
554 0.04		549	0.01346
		554	0.04166
555 0.18		555	0.1875
705		695	8
205 8		695 Total:	8

			555	2.25
	*	100	549	0.01346
			539	1.416
			532	5.0833
3	APNAPAN SUPPLIERS PVT. LTD.	1970	529	1

527 528 533	0.67 0.2083
	0,2083
533	
232	0.9167
535	2.0833
536	3.75
537	0.417
538	0.75
549	0.01346
710	0.417
711	0.833
	536 537 538 549 710

724	0.33
Total:	10.4721

	OMPARE MERCHANTS PVT. LTD.	1465	529	0.0833
2 3	William Control of Control	12276	532	0.423611
-			539	0.11805
-			540	3.774
-			541	1.184
-			549	2.875
-			553	2.25
-			554	0.04166
-			555	0.1875
-			Total:	10.9371
_				
6	CORNFLOWER TRADELINK PVT. LTD.	2002	526	0.0833
-			527	0.66
-			528	0.2083
-			533	0.9167
-			535	2.0833
			536	3.75
-			537	0.417
		-	538	0.75
-			549	0.01346
		a III F	710	0.417
		171	711	0.833
-			724	0.34
	* **		Total:	10.472
		N . W		
7	DAGGER MERCHANTS PVT, LTD,	1618	524	0.0311428
(7)	***		529	0.1874285
			532	0.953
	E 19 %		539	0.26557
			541	1.8
			542	2.2
			545	1.4
	-		546	1.2
			549	0.01346
			554	0.093714
			555	0.421857
			Total:	8,566
		4450	1 150	0.635
8	DAMODAR AGENCIES PVT, LTD.	1459	528	0.625
			535	6.25
			549	0.01346
			710	1.25
			711	2.5
			724	1
			Total:	11.638
9	DEEPIYOTI DEALERS PVT. LTD.	1593	524	0:0311428
10.0	LIEEPTYOTI DEALERS PVI. LTD.	4422		
20		3000110	529	0.1874285

	Total:	13.3162
	695	4.75
	555	0.421857
	554	0.093714
	549	0.01346
	546	1.2
	545	1.4
	542	2.2
-	541	1,8
	539	0.26557

20	DHANAPATI TIEUP PVT. LTD.	1458	526	0.5
10	DHAMAPATI TIESP F F F ET S.		527	4
			528	0.625
_			533	S.5
			541	0.23
_			542	0.23
			545	0.16
		546	0.13	
	-		549	0.01346
_		, ,	Total:	11.388

		1	Total:	4.3435
			549	0.01346
- 44	ESPANNE THE STATE OF THE STATE		448	1.09
3.1	ESQUIRE VANUYA PVT. LTD.	2000	447	3.24

			Total:	11.2639
			555	2.25
			554	1.5
			\$49	0.01346
			539	1.417
22	PARTON PARTON CO.		532	5.0834
12	FANTOM VANBYA PVT. LTD.	1972	529	1

13	FASTMOVE ADVISORY PVT. LTD.	2004	526	0.0834
13	PASIGIOTE PERISON, FILES		527	0.67
_			528	0.2084
			533	0.9166
_			535	2.0834
_		-	536	3.75
_			537	0.416
			538	0.75
_			549	0.01346
_			710	0.416
-			711	0.834
_			724	D.33
			Total:	10.471

4.4	GOLDSTAR VANUYA PVT. LTD.	1848	549	0.01346
14	GOLDSTAR VANDA PARTE		551	10
			Total:	10.0135

			11	999	458		0.75
15	GRA	CE VANUYA PVT, LTD.	- 4		459		3.67
			-	-	518	(0.241
			_		530		0.354
-5-2			-		540	1	4806
				_	549	0	95834
				_	550	1	0.4375
			_		709		0.4866
					721		0.68
		V-	_	-	Total:		9.05804
					7.00		
	1			1467	529		0.0833
16	GU	ILMOHOR AGENCY PVT. LTD.	-		532	(0,423611
					536		3.75
			-	_	539	1	0.11805
			-		541		0.68
			-		542		0.68
			-	_	545		0.43
	10		-		546	1	0.37
8 5			-		549		0.01346
			-		554	-	0.04166
			-		555	-	0.1875
			1		710	-	1.25
	1		,		711	-	2.5
			1		724	-	1
	-		0	-	Total:	+	13.527581
				1 2 X	Total	-	
		1	-	1845	529		0.0833
1	7	HECTOR DISTRIBUTORS PVT. LTD.	-	-	532		0.423611
-			+		534	-	4
-	1	98 J.	4		539	-	0.11805
1	-				549	-	0.01346
-	-		1		554	_	0.04166
-			1		555	_	0.1875
-			-		-		4
					710		8.867581
-					Tota		
-			-	1464 *	529	1	0.0833
	18	KUBER VANUYA PVT. LTD.	-	+	533	-	0.423611
			-		53	_	0.11805
-						_	2.5
			_		5.0	4 1	10000
-					54	-	2.5
					54	4	2.5
					54 54	8	5
					54 54	8	5 0,01346
					54 54 54 55	8 19 54	5 0,01346 0.04166
					54 54 54 55 55	8 19 54	5 0,01346 0.04166 0.1875
					54 54 54 55	8 19 54	5 0,01346 0.04166 0.1875
					54 54 54 55 55 50 Tot	8 19 14 155 1ak:	5 0,01346 0.04166 0.1875
	19	LAGAN COMMODITIES PVT. LTD.			54 54 54 55 55 50 Tot	4 8 9 9 54 55 tal: 29	5 0,01346 0.04166 0.1875 10.86758
	19	LAGAN COMMODITIES PVT. LTD.			54 54 54 55 55 50 Tol	4 8 9 9 64 65 tal: 29 32	5 0,01346 0.04166 0.1875 10.86758 0.0833 0.423611
	19	LAGAN COMMODITIES PVT. LTD.			54 54 54 55 55 50 Tot	4 8 8 9 9 54 55 tak: 29 32 339	5 0,01346 0.04166 0.1875 10.86758 0.0833 0,422611 0,11805
	19	LAGAN COMMODITIES PVT. LTD.			54 54 54 55 55 50 70 55 55 55	4 8 9 9 64 65 tal: 29 32	5 0,01346 0.04166 0.1875 10.86758 0.0833 0,422611

1		1 1	546	0.6
			549	0.01346
			554	0.04166
			555	0.1875
			707	2.61
			722	1.9
			725	1.43
		1/	Total:	11.557581
200	LUCKDHAN DEALERS PVT, LTD.	1466	460	4.5
20	EUCADHAN DEALERS FYTI ETV.	1100	529	0.0833
	4		532	0.423611
_			539	0.11805
_			547	5
			549	0.01346
			554	0.04166
				0.1875
			555	10.367581
			Total:	10.367581
21	MAXIM ENCLAVE PVT, LTD.	1602	549	0.01346
-	Market and a country of the country		695	11.25
	/		Total:	11.26346
		1 000	100	4.5
22	NABROOP SALES PVT, LTD.	1457	460	1
			510	
		27	511	0.833
			512	0.753
		7.	549	2.875
			553 Total:	12.211
			Total.	201044
23	NEPTUNE VANIJYA PVT. LTD.	1846	534	12
- 20			549	0.01346
			Total:	12.01346
24	NEUTRAL VYAPAAR PVT. LTD.	1617	524	0.0311428
24	NEG HAL YEAPANN PYT. LTD.	6867	529	0.1874285
			532	0.953
_		+	537	1.25
			538	2.25
_		-	539	0.26557
			541	1.8
_		-	542	2.2
			545	1.4
				1.2
			546	100000000000000000000000000000000000000
			549	0.01346
			554	0.093714
			555 Total:	0.421857
			Total:	12,066172
25	PANCHMUKHI VYAPAAR PVT. LTD.	1971	529	1
0.00	Asserted and even to the organization of the college		532	5.0834
			539	1.417
			1000	W115-4-7
			549	0.01346

			555	2.25
			Total:	11.26386
26.	PARIJAT VANIJYA PVT. LTD.	1597	524	0.0311428
-	100000 V 00000 V 1000		529	0.1874285
			532	0.953
			539	0.26557
			549	0.01346
			554	0.093714
	17		555	0.421857
			707	2.61
_			722	1.9
			725	1.43
			Total:	7.906172
27	PASSION VANUYA PVT. LTD.	1463	526	0.25
	Ps.		527	2
			528	0.625
		±8'	533	2.75
			549	0.01346
			710	1.25
			711	2.5
		* 1	724	1
		10	Total:	10.3884
28	POLYGON VANUYA PVT. LTD.	1997	458	0.75
2.0	POLIGON THEODIST CO.	-	459	3.66
		V .	518	0.241
_	-	127.7	530	0.353
			540	1.4806
		-	549	0.95833
-	1		550	0.4375
_			709	0.4866
			721	0.68

29	PRAYAG DEALCOMM PVT. LTD.	1616	458	2.25
-		•	524	0.0311428
			529	0.1874285
			532	0.953
		- 7	539	0.26557
			549	0.01346
		The state of the s	553	2.25
			554	0.093714
		3	555	0.421857
	+:		707	2.61
			722	1.9
			725	1.43
			Total:	12,4061723
			2007	
30	PROTECT VYAPAAR PVT. LTD.	1460	458	2.25
			460	4.5
			5.60	2.075

			553	2.25
			Total:	11.87
31	RENOVATE SUPPLIERS PVT, LTD.	1 1400		
34	REMOVATE SUPPLIERS PVI, LID.	1469	549	0.01346
_			551/883	4
_			552	7
			Total:	11.0134
32	RISHIKESH VANUYA PVT, LTD.	1974	529	-
		2974	532	f 0000
			539	5.0833
			-	1.417
			549	0.01346
_			555	2.25
			Total:	9.7637
33	ROCKET VYAPAAR PVT. LTD.	1599	549	0.01346
		2000	695	10.05
			Total:	-
			rotal:	10.0634
34	SADASIV VANUYA PVT. LTD.	1600	549	0.01346
			695	10.05
		_	Total:	10.0634
			Total.	20.0054
35	SAKSHI DISTRIBUTOR PVT. LTD.	1461	460	4.5
			543	1.25
			544	1.25
			547	2.5
			548	2.5
			549	0.01346
	V		Total:	12.0134
			\$5 - SA	
36	SARWAR AGENCY PVT. LTD.	1594	529	0.0833
			532	0.423611
			539	0.11805
			541	1.8
			542	2.2
			545	1.4
				2.2
			546	1.2
			546 549	
			100000	0.01346
		-	549	0.01345 0.04166
		-	549 554	0.01345 0.04166 0.1875
		-	549 554 555	0.01346 0.04166 0.1875 3.62
200			549 554 555 695	0.01346 0.04166 0.1875 3.62
37			549 554 555 695 Total:	0.01345 0.04166 0.1875 3.62 11.08758
	SINDHU VINIMAY PVT. LTD.	1462	549 554 555 695 Total:	0.01345 0.04166 0.1875 3.62 11.08758
			549 554 555 695 Total: 458 510	0.01345 0.04166 0.1875 3.62 11.08758: 2.25 0.5
		1462	549 554 555 695 Total:	0.01345 0.04166 0.1875 3.62 11.087581

SITARA VANUVA PVT. LTD.

38

Total:

529

532

1973

11.959

1

5.0833

		-	539	1.417
			549	0.01346
			555	2.25
			Total:	9.7637
70			100	
39	STRONG VANUYA PVT. LTD.	1998	458	0.75
			459	3.67
			518	0.241
			530	0.353
			540	1.4806
			549	0.95833
			550	0.4375
			709	0.4866
			721	0.68
			Total:	9.0570
(48)				
40	SUHAGAN MARKETING PVT. LTD.	1596	524	0.0311428
-			529	0.1874285
			532	0.953
			537	1.25
			538	2.25
- 3			539	0.26557
	# 5	Sayr	549	0.01346
			554	0.093714
			555	0.421857
			707	2.61
			722	1.9
			725	1.43
	and agreed the state of the state of	200	Total:	11.406172
41	SUPERIOR VINIMAY PVT, LTD.	1965	524	0.0040
,	JOS CHUCK VON VON TYTE CTD.	1303	-	0.0312
			529	0.1872
-			531	7
-			532	0.9516
			539	0.2652
			549	0.01346
			554	0.0936
			555	0.4212
			Total:	8.9634
42	TARANA TIEUP PVT. LTD.	1598	524	0.0311428
			529	0.1874285
		-	532	0.953
			539	0.26557
			549	0.01346
			552	7
			554	0.093714
1.6			SSS Total	0.421857
-			Total:	8,966172
43	VASUNDHARA VYAPAAR PVT, LTD.	1601	549	0.01346
			695	11.25

For and on behalf of:

24

SIGNED SEALED AND DELIVERED

by the OWNERS at Kolkata in the presence of:

De dlos' EHARDEN Born.

AAWAGAMAN COMMERCIAL PVT. LTD. ANUMODAN SUPPLIERS PVT. LTD. APNAPAN SUPPLIERS PVT. LTD. BHAGIRATHI CONSULTANCY PVT. LTD. COMPARE MERCHANTS PVT. LTD. CORNFLOWER TRADELINK PVT. LTD. DAGGER MERCHANTS PVT. LTD. DAMODAR AGENCIES PVT. LTD. 8 DEEPSYOTI DEALERS PVT. LTD. 9 DHANAPATI TIEUP PVT, LTD. 10 11 ESQUIRE VANUYA PVT. LTD. FANTOM VANEYA PVT. LTD. 17 FASTMOVE ADVISORY PVT. LTD. 13 14 GOLDSTAR VANUYA PVT. LTD. 15 GRACE VANUYA PVT. LTD. GULMOHOR AGENCY PVT. LTD. 16 HECTOR DISTRIBUTORS PVT. LTD. 17 KUBER VANUYA PVT. LTD. 18 19 LAGAN COMMODITIES PVT. LTD. LUCKOHAN DEALERS PVT. LTD. 20 21 MAXIM ENCLAVE PVT. LTD. 22 NABROOP SALES PVT. LTD. NEPTUNE VANUYA PVT, LTD. 23 NEUTRAL VYAPAAR PVT. LTD. 24 PANCHMUKHI VYAPAAR PVT, LTD. 25 26 PARUAT VANUYA PVT. LTD. 27 PASSION VANIGYA PVT, LTD. POLYGON VANUYA PVT. LTD. 28 PRAYAG DEALCOMM PVT. LTD. 29 30. PROTECT YYAPAAR PVT. LTD. 31 RENOVATE SUPPLIERS PVT. LTD. 32 RISHIKESH VANUYA PVT, LTD. 33 ROCKET VYAPAAR PVT. LTD. SADASIV VANILYA PVT. LTD. SAKSHI DISTRIBUTOR PVT. LTD. SARWAR AGENCY PVT. LTD. SINDHU VINIMAY PYT, LTD. 38 SITARA VANUYA PVT. LTD. STRONG VANUYA PVT. LTD. SUHAGAN MARKETING PVT. LTD. 40 SUPERIOR VINIMAY PVT. LTD. 41 TARANA TIEUP PVT. LTD. 42 VASUNDHARA VYAPAAR PVT. LTD.

Authorised Signatory

(VIKAS DIWAN)

SIGNED AND DELIVERED by the DEVELOPER at Kolkata in the presence of:

Die Lies CINESAY PWT. LYD. pured Sign - / Director

FORM FOR TEN FINGERPRINTS

1		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Sightening	Thumb	Fore	Middle (Right	Ring Hand)	Little
	A	ā				
2		Little	Ring	Middle (Left	Fore Hand)	Thumb
	J. L.	Thumb	Fore	Middle (Right	Ring Hand)	Little



Endorsement For Deed Number : I - 01116 of 2012 (Serial No. 01154 of 2012)

on

Payment of Fees:

On 18/12/2012

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

Presented for registration at 16.15 hrs on :18/12/2012, at the Private residence by Mr. Sunil Kumar Loharuka, one of the Executants.

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

Execution is admitted on 18/12/2012 by

programmed State-State State S



Endorsement For Deed Number : I - 01116 of 2012 (Serial No. 01154 of 2012)

1. Mr. Vikash Diwan

Authorised Signatory, Polygon Vanijya Pvt. Ltd., 101, Park St. Siddha Point, Ground Floor, P.O. ;-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700015.

Authorised Signatory, Strong Vanijya Pvt. Ltd., 101, Park St. Siddha Point, Ground Floor, P.O. :"District:-North 24-Parganas, WEST BENGAL, India. Pin:-700015.

Authorised Signatory, Grace Vanijya Pvt. Ltd., 101, Park St. Siddha Point, Ground Floor, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700015.

Authorised Signatory, Apnapan Suppliers Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Renovate Suppliers Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Sarwar Agency Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Kuber Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Maxim Enclave Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Dagger Merchants Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Luckdhan Dealers Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Nabroop Sales Pxt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. -, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Hector Distributors Pvt. Ltd., Dc.-9/28, Shastri Bagan, D. B. Nagar, P.O.:-, District:-North 24-Parganes, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Protect Vyaapar Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Deeplyoti Dealers Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. -. District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Rishikesh ,vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. ;-District-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Damodar Agencies Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. -"District -North 24-Parganas, WEST BENGAL, India, Pin:-700059.



Endorsement For Deed Number : I - 01116 of 2012 (Serial No. 01154 of 2012)

Authorised Signatory, Lagan Commodities Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Compare Merchants Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :,District-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Fantom Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Pargenas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Vasundhara Vyaapar Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Sindhu Vinimay Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Neutral Vyaapar Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. ;-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Sadasiv Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Suhagan Marketing Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Prayag Dealcomm Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O.: -, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Sitara Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Perganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Rocket Vyaapar Pyt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Tarana Tieup Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Sakshi Distributors Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :,District;-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Dhanapati Tieup Pvt. Ltd., Dc -9/28; Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Neptune Vaniilya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Gulmohor Agency Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. -, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.







Endorsement For Deed Number : I - 01116 of 2012 (Serial No. 01154 of 2012)

Authorised Signatory, Esquire Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Parijat ,vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganes, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Panchmukhi Vyaapar Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O.:-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Cornflower Tradefink Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Bhagirathi Consultancy Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Anumodan Suppliers Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. : ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Fastmove Advisory Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Passion Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :"District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Goldstar Vanijya Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Superior Vinimay Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O. :-, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.

Authorised Signatory, Aawagaman Commercial Pvt. Ltd., Dc -9/28, Shastri Bagan, D. B. Nagar, P.O.: "District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059.
"By Profession: Business

Mr. Sunil Kumar Loharuka

Authorised Signatory, Display Vinimay Pvt. Ltd., Dc 9/28, Shastri Bagan , D. B. Nagar, P.O. I-"District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059. "By Profession: Business

Identified By D Pal, son of . ., 10 Old Post Office, P.O. :- ,District:-Kolkata, WEST BENGAL, India, . By Caste: Hindu, By Profession: Others.

(Debasish Dhar) Additional District Sub-Registrar

On 19/12/2012

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

(Debasish Dhar)

Additional District Sub-Registrar

mantDane 4 of 5



Endorsement For Deed Number : I - 01116 of 2012 (Serial No. 01154 of 2012)

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. 210.00/-, on 19/12/2012

(Under Article: ,E = 210/- on 19/12/2012)

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.-19,19,92,290/-

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

Deficit stamp duty

Deficit stamp duty Rs. 75000/- is paid, by the draft number 245637, Draft Date 14/12/2012, Bank Name State Bank of India, Sbi Kolkata, received on 19/12/2012

(Debasish Dhar) Additional District Sub-Registrar



Certificate of Registration under section 60 and Rule 65.

Registered in Book - I CD Volume number 2 Page from 6717 to 6748 being No 01116 for the year 2012.



(Debasish Dhar) 19-December-2012 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal