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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

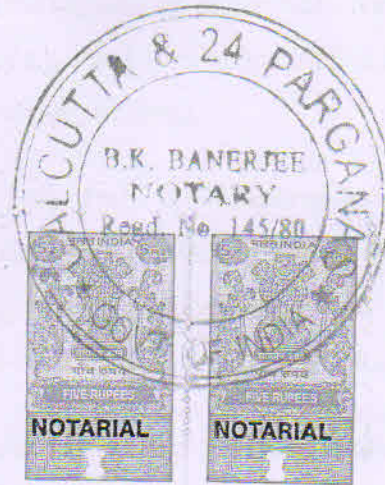
सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 453405



**CONSORTIUM AGREEMENT**

THIS AGREEMENT

made this the 1<sup>ST</sup> day of NOVEMBER

2013,

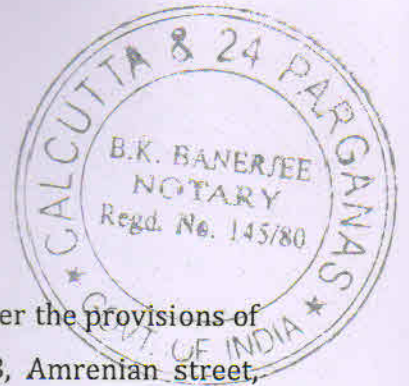
BETWEEN

*Agreement.*

BIMAL KUMAR BANERJEA  
NOTARY  
C.M.M.'s Court Campus  
2, Bankahali Street  
Kolkata-700 001

21 JUL 2015





(1) **Tilak Ratan Realtors Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 15B, Amrenian street, Kolkata represented by its director Vikash Agarwal Son of Late Tilak Raj Agarwal having his office at office at 15B, Amrenian street, Kolkata .

(2) **Brijdhara Properties Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 15B, Amrenian street, Kolkata represented by its director Vikash Agarwal Son of Late Tilak Raj Agarwal having his office at office at 15B, Amrenian street, Kolkata.

(3) **Panchkoti Heights Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office 15B, Amrenian street, Kolkata represented by its director Vikash Agarwal Son of Late Tilak Raj Agarwal having his office at office at 15B, Amrenian street, Kolkata.

(4) **Mangaldham Realestate Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 15B, Amrenian street, Kolkata represented by its director Vikash Agarwal Son of Late Tilak Raj Agarwal having his office at office at 15B, Amrenian street, Kolkata.

hereinafter jointly called "**CO-Owners**" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective successors in interest, successors in office, agents assigns) of the **FIRST PART**;

AND

**Shivmahima Developers Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 15B, Amrenian street, Kolkata represented by its director Vikash Agarwal Son of Late Tilak Raj Agarwal having his office at office at 15B, Amrenian street, Kolkata, hereinafter called "**the Lead Partner**" (which expression shall unless repugnant to the context or meaning

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thereof mean and include its successors in interest, successors in office, agents assigns) of the **OTHER PART**.



WHEREAS THE Co-Owners alongwith the Lead Partner are jointly, absolutely seized and possessed and sufficiently entitled to ALL THAT the piece and parcel of Bastu land measuring about 34 (thirty four) Cottahs 00 (zero) Chittacks and 12 (twelve) square feet of land being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsia under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation and more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line (which property shall hereinafter for brevity's sake be referred to as 'the property').

AND WHEREAS with an intention to jointly develop and construct building(s) at the said property for commercial exploitation thereof, the parties hereto being co-owners in equal proportions have decided to appoint one of themselves, being the Lead Partner herein, to undertake all necessary activities for the purposes of such joint development and construction.

AND WHEREAS the parties have agreed to execute this document to record and specify such agreement and also the powers conferred upon the Lead Partner so as to smoothly proceed with the work of development, construction, marketing and sale of the said constructed area at the said property.

A handwritten signature in black ink, appearing to be "Bimal Kumar Banerjee".

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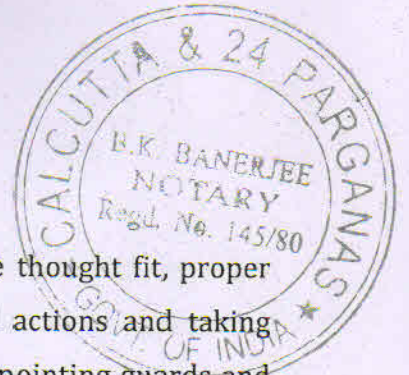


NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The parties hereto jointly and severally nominate the Lead Partner herein to carry out all necessary acts, deeds and activities in order to develop and construct building(s) at the said property for commercial exploitation thereat.
2. Each party shall be entitled to 20% of the total Project Surplus Revenue or the remaining constructed area, which shall remain unsold after completion of the Project.
3. The parties have agreed that the entire cost involved in such development and construction shall be borne by the parties jointly. However the Lead Partner shall bring in all funds for meeting such expenses at the first instance and shall be entitled to obtain reimbursement thereof from the CO-Owners from time to time.
4. The Lead Partner shall be entitled to and required to carry out appropriate marketing and advertisement of the project and shall arrange for appropriate negotiations for sale and transfer of constructed areas at the said Project.
5. All sale proceeds received from sale of constructed areas shall be first applied towards reimbursement of costs already incurred by the Lead Partner and the surplus shall be thereafter distributed amongst the parties in equal proportion.
6. For the purposes of carrying out the aforesaid acts and activities, the Lead Partner shall be entitled to and empowered to inter alia the following powers:
  - i. To receive all notices and process addressed to, on behalf and in the name of the owners;
  - ii. To defend possession of the said property and to maintain and manage the affairs thereof and to protect the same in all manners and to take all

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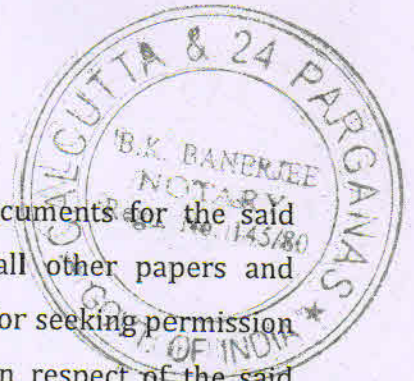


steps for the said purpose in the manner as may be thought fit, proper and expedient including initiating criminal or civil actions and taking police help and incurring costs and expenses and appointing guards and watchmen and to maintain peaceful and vacant possession of the said property.

- iii. To have the said property surveyed and measured and to pay for such surveys and have plan/s prepared.
- iv. To receive the amount of consideration from the prospective purchaser towards the value of the constructed area.
- v. To execute any further agreement for sale or for transfer of constructed area in any manner as may be thought fit and proper and to sign execute and deliver agreements with regard thereto.
- vi. To sign execute and deliver the sale deed(s), transfer deed(s), lease tenancy deed(s) for conveying constructed area and to execute all agreements, instruments, deeds, mortgages, indemnities, undertakings, declarations and confirmations etc. and to present the same.
- vii. To cancel any agreement and forfeit any money paid as advance towards the consideration for sale or transfer of constructed area or any part thereof and/or file suit for specific performance and to realise the unrealised amount if any together with interest and damages as the case may be and to do all acts, deeds and things in respect of the said property or any construction made thereon and to execute and deliver all other documents commitments understandings in respect thereof.
- viii. To deliver possession of constructed area to the prospective purchaser against receipt of the full amount of consideration amount from the prospective purchaser and to issue letter of possession and to do all and everything that shall be necessary for completing the sale.
- ix. To prepare, finalize and submit the necessary plans and/or applications for requisite permissions and/or sanctions as our constituted attorney and as may be necessary and to sign verify and re-verify all applications,

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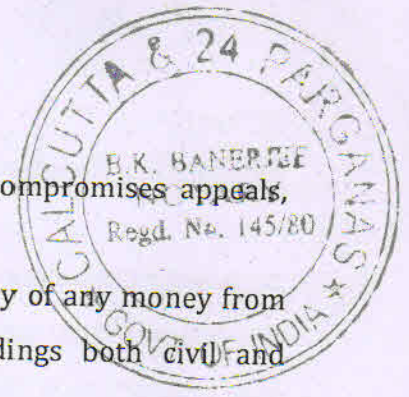




forms, undertakings, declarations, papers and documents for the said purpose and also to sign execute and deliver all other papers and documents and applications and letters necessary for seeking permission from the authorities and all other Departments in respect of the said property.

- x. To appear and represent the owners before any govt. or semi-government, private body or municipality or corporation or anybody or bodies where it may be necessary either in person or through appointed lawyers or authorized representative and to furnish all papers, documents as may be required and do all acts, deeds and things that may be necessary with regard thereto.
- xi. To apply for and sign all papers and applications and documents necessary for mutation and conversion of nature of land and to pay all tax liability, mutation fees and all other fees, tax rates that may be necessary from time to time be payable in respect thereof before and/or after completion of the sale.
- xii. To do in general all matters, things that may be necessary for any work relating to the said property and to enter into all correspondence and sign all letters and also sign all papers, documents, letters, applications, memorandums, declarations, indemnities, undertakings and to file and defend all suit proceedings, litigation, appeals arising out of the contracts and/or termination thereof and all matters connected therewith and to file all the Returns and comply with the provisions of statutes / rules and do other compliances that may be required from time to time by government or Semi Government authorities municipality and to proceed in accordance with law.
- xiii. To take steps and appear in all legal proceedings concerning any matter touching or otherwise concerning the said property in any manner in case of any dispute and to sign verify re-verify all papers including plaints,



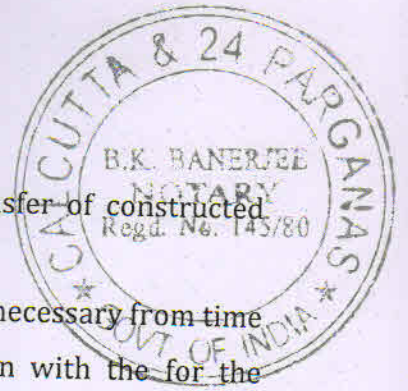


written statements affidavits petitions pleadings compromises appeals, Vokatnama that may be necessary in this behalf.

- xiv. To take all steps that may be necessary for recovery of any money from anybody including filing suits and legal proceedings both civil and criminal.
- xv. To commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands writ applications and any and all other proceedings touching any of the matters concerning the said property or any part thereof including relating to acquisition and/or requisition in respect of the said property or any part thereof and if think fit to compromise settle refer to arbitration abandon submit to judgment or become non-suited in any such action or proceedings as aforesaid before any Court civil or criminal or revenue and adduce all written and oral evidence and agree to consent orders and settlements and compromise all such actions and suits as shall be decided by the attorney and to sign declare verify re-verify and/or affirm, any plaint written statement petition affidavit, verification, Vokatnama, warrant of attorney, memorandum of appeal, cross objection execution application compromising terms of settlement and agree to any modifications and variation or any other document or paper in any proceedings or in any way connected therewith and to engage lawyers, solicitors, advocates and other legal agents and to revoke such appointments and to appoint others in their or their place and to make payment of their fees.
- xvi. To pay all rates, taxes, charges and expenses and other outgoings whatsoever payable for and on account of the said property or any part thereof and similarly to receive all incomings receivable for and on account of the said property or any part thereof and grant receipts confirmations and acknowledgements in that regard.
- xvii. To pay all such moneys and incur all costs charges and expenses from time to time as shall be required for the purpose of implementing the

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- scheme of development, construction, sale and transfer of constructed area.
- xviii. To do all such other acts deeds and things as shall be necessary from time to time for and in relation to and/or in connection with the for the purpose of implementing the scheme of development, construction, sale and transfer of constructed area.
- xix. To apply for and obtain any Project Loan, Housing Loan, Financial Accommodation from Banks, NBFC and other bodies and for such purposes mortgage, create charge and lien on the said property in the name of the Co-owners and to grant acknowledgement, loan confirmation, pay instalments, interests, costs and charges in relation thereto.
- xx. To repay and foreclose any loan account and to obtain valid discharge in respect thereof.
7. This agreement shall remain in full force and irrevocable till the entire construction and development work and completed and all constructed areas are transferred.
8. It is hereby made clear that no partnership is being created by reason of this document and this arrangement has been made only for beneficial and smooth completion of the project at the individual cost of each of the parties.
9. Any further documents required to be executed by the Co-Owners in favour of the Lead Partners shall be forthwith executed. Any documents which the Lead Partner may require the Co-Owners to sign shall be signed and executed by the Co-Owners;
10. Any and all acts done by the Lead Partner shall be binding and conclusive against the Co-Owners and each one of them and no act shall be invalidated merely by reason of any disagreement between the parties on any issue.
11. The Lead Partner shall from time to time account for and prepare and circulate progress report of the Project to all other parties.



12. In case of any dispute the same shall be referred to Arbitration of a nominated arbitrator.



**THE SCHEDULE ABOVE REFERRED TO:**

**(the said property)**

**ALL THAT** the piece and parcel of Bastu land measuring about 34 (thirty four) Cottahs 00 (zero) Chittacks and 12 (twelve) square feet of land being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsia under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation butted and bounded in the following manner:

- ON THE NORTH: Partly by premises No. 23/S Dr. Ambedkar Sarani;  
Partly by Premises No. 23-S/1A, Dr. Ambedkar Sarani; Partly by Premises No. 23A/1B Dr. Ambedkar Sarani & Partly by Premises No. 23A/1, Dr. Ambedkar Sarani;
- ON THE EAST: By KMC Road known as Dr. Ambedkar Sarani;
- ON THE SOUTH: Partly by Premises No. 27 Dr. Ambedkar Sarani & Partly vacant land;
- ON THE WEST: Partly by Premises No. 23A/1 Dr. Ambedkar Sarani & Partly by Premises No. 23A/3 Dr. Ambedkar Sarani;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

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

**SIGNED SEALED AND DELIVERED**

By the **CO-OWNERS** at Kolkata

in the presence of:

**Vijay Ratan Realtors Pvt. Ltd.**

Director

**Brijdhara Properties Pvt. Ltd.**

Director

**Mangaldham Realestate Pvt. Ltd.**

Director

**Panchkou Heights Pvt. Ltd.**

Director

**SIGNED SEALED AND DELIVERED**

By the **LEAD PARTNER** at Kolkata

in the presence of:

**Shivmahima Developers Pvt. Ltd.**

Director

Identified,



ATTESTED EXECUTION  
BEFORE ME ON IDENTIFICATION

(B.K. BANERJEE)  
NOTARY

21 JUL 2016

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