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भारतीय नैर न्यायिक

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Rs. 100

₹. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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Verified that the Agreement is registered
in the Register of the Registrar of
Assurances, Kolkata. This document
is a true and correct copy of the
original as registered.

Additional Registrar
of Assurances, Kolkata

- 9 DEC 2017

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made at Kolkata on this the 9th day
OF DECEMBER TWO THOUSAND AND SEVENTEEN (2017)

IBIR PROPERTY PRIVATE LIMITED

Authorized Signatory

59925

17 OCT 2017

Sl. No.....Date.....

Name.....

Add.....

AMT..... 100/-

SANJAY KUMAR JAIN
ADVOCATE
HIGH COURT, CALCUTTA

SOMITRA CHAN
Licence of Stamp Vender
No. K. S. 149/2017

JOINT DEVELOPMENT AGREEMENT

Identified by one

Serau

SANJAY KUMAR JAIN
ADVOCATE
HIGH COURT, CALCUTTA



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BETWEEN

- 1) **M/S. AGNI DEALCOM PRIVATE LIMITED**, holder of P.A.N.-AAGCA7797K, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 2) **M/S. COMMITMENT VINCOM PRIVATE LIMITED**, holder of P.A.N.-AADCC8134B, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 3) **M/S. CONNECT DEALCOM PRIVATE LIMITED**, holder of P.A.N.-AADCC8133G, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 4) **M/S. DECAGON DEALERS PRIVATE LIMITED**, holder of P.A.N.-AADCD2948L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 5) **M/S. EKDANTA MERCHANDISE PRIVATE LIMITED**, holder of P.A.N.-AACCE2807N, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 6) **M/S. FLAME SALES PRIVATE LIMITED**, holder of P.A.N.-AABCF4387M, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 7) **M/S. FOCUS DEALERS PRIVATE LIMITED**, holder of P.A.N.-AABCF4386L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 8) **M/S. GLADIOLUS MERCHANTS PRIVATE LIMITED**, holder of P.A.N.-AADCG6186B, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 9) **M/S. HORNBILL TRADECOM PRIVATE LIMITED**, holder of P.A.N.-AACCH3060L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 10) **M/S. ICONIC SUPPLIERS PRIVATE LIMITED**, holder of P.A.N.-AACCI1876K, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 11) **M/S. INNOVATIVE COMMOALES PRIVATE LIMITED**, holder of P.A.N.-AACCI2005G, having its office 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 12) **M/S. JACKPOT TRADELINK PRIVATE LIMITED**, holder of P.A.N.-AACCI2606E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 13) **M/S. JALAPENO SALES PRIVATE LIMITED**, holder of P.A.N.-AACCI2605H, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 14) **M/S. JUNIPER COMMOTRADE PRIVATE LIMITED**, holder of P.A.N.-AACCI2607F, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 15) **M/S. KAMAKSHYA VINIMAY PRIVATE LIMITED**, holder of P.A.N.-AADCK8105E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,

BETWEEN

1. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.

2. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.

3. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.

4. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.

5. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.

6. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.

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15. M/s. ... P.O. Kalyani, P.S. Lake, Kolkata-26.



- 16) M/S. **KSHITIZ VINCOM PRIVATE LIMITED**, holder of P.A.N.-AADCK8106H, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 17) M/S. **LEAGUE DISTRIBUTORS PRIVATE LIMITED**, holder of P.A.N.-AABCL6954G, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 18) M/S. **LIMELIGHT MERCHANDISE PRIVATE LIMITED**, holder of P.A.N.-AABCL6953B, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 19) M/S. **OMNI COMMODEAL PRIVATE LIMITED**, holder of P.A.N.-AABCO2276L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 20) M/S. **PASSION DEALERS PRIVATE LIMITED**, holder of P.A.N.-AAFCP2662K, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 21) M/S. **PENTAGON SUPPLIERS PRIVATE LIMITED**, holder of P.A.N.-AAFCP2661L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 22) M/S. **QUEENBEE SALES PRIVATE LIMITED**, holder of P.A.N.-AAACQ2080P, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 23) M/S. **QUICK COMMOALES PRIVATE LIMITED**, holder of P.A.N.- AAACQ2081N, having its office 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 24) M/S. **SUCCESS COMMOALES PRIVATE LIMITED**, holder of P.A.N.-AANCS6504P, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 25) M/S. **TWIN STAR DEALCOM PRIVATE LIMITED**, holder of P.A.N.-AADCT3203G, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 26) M/S. **WINSOME COMMODEAL PRIVATE LIMITED**, holder of P.A.N.-AAACW9127B, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 27) M/S. **YOUTH VINCOM PRIVATE LIMITED**, holder of P.A.N.-AAACY4009Q, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 28) M/S. **ZEAL DEALCOM PRIVATE LIMITED**, holder of P.A.N.-AAACZ3951G, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 29) M/S. **AFTERLINK EXIM PVT. LTD.** holder of P.A.N.-AALCA 0741L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 30) M/S. **ALCORE PROPERTIES PVT. LTD.** holder of P.A.N.-AALCA 0242Q, having its office at 10/1/2, Syed Sally Lane 1st Floor. P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata-73,
- 31) M/S. **ALLMOST CONCLAVE PVT LTD.** holder of P.A.N.-AALCA0241P, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S-Hare Street, Kolkata-1
- 32) M/S. **AMBERDWAJ ESTATES PVT. LTD.** holder of P.A.N.-AALCA4287D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,

WIRIK PROPERTY PVT. LTD.

Author

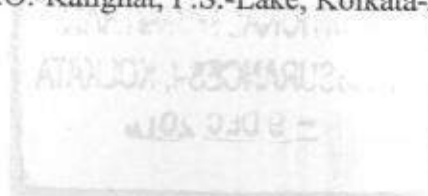
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- 33) M/S. **BHAVSAKTI VANIJYA PVT. LTD.** holder of P.A.N.-AAFCB2481A, having its office at 9, Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1
- 34) M/S. **BHUJADHARI DEALERS PVT. LTD.** holder of P.A.N.-AAFCB 2482D, having its office at 16/1, Palm Avenue, P.O-Ballygunge, P.S.-Karaya, Kolkata-19,
- 35) M/S. **CAPRICON PROPERTIES PVT. LTD.** holder of P.A.N.-AAFCC2533E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 36) M/S. **COOLHUT REAL ESTAES PVT. LTD.** holder of P.A.N.-AAFCC1756R, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-700 001,
- 37) M/S. **DHANGANGA COMMOALES PVT. LTD.** holder of P.A.N.-AAECD6499D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 38) M/S. **DHANRASHI IMPEX PVT. LTD.** holder of P.A.N.-AAECD5490Q, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1
- 39) M/S. **DREAMLIGHT TOWERS PVT. LTD.** holder of P.A.N.-AAECD4044Q, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1
- 40) M/S. **ESAGILLA DEVELOPERS PVT. LTD.** holder of P.A.N.-AADCE 1887F, having its office at 10/1/2, Syed Sally Lane 1st Floor. P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata-73
- 41) M/S. **EVERLINK ENCLAVE PVT. LTD.** holder of P.A.N. AADCE 2222N, having its office at Eden Tolly Signature, Ground Floor, Near Kabardanga Bazar, Joka Gram Panchyat-1, P.O.-Joka, P.S.-Formerly Thakurpukur and now Haridevpur Kolkata-104
- 42) M/S. **EVERRISE VYAPAAR PVT. LTD.** holder of P.A.N.-AADCE3722B, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1
- 43) M/S. **EVERSTRONG DEVELOPERS PVT. LTD.** holder of P.A.N.-AADCE3136F, having its office at Eden Tolly Signature, Ground Floor, Near Kabardanga Bazar, Joka Gram Panchyat-1, P.O.-Joka, P.S.-Formerly Thakurpukur and now Haridevpur, Kolkata-104
- 44) M/S. **EVOLUTION TOWERS PVT. LTD.** holder of P.A.N.-AADCE4251F, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 45) M/S. **FRESSIA SALES PVT.LTD.** holder of P.A.N.-AACCF2232Q, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 46) M/S. **FUNIDEA CONCLAVE PVT. LTD.** holder of P.A.N.-AACCF1890N, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 47) M/S. **GINGER COMPLEX PVT. LTD.** holder of P.A.N.-AAECG 9300J, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,



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33) M/s. ... P.A.N.-AADC12481, holder of P.A.N.-AADC12481, having its office at ...

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REGISTRAR
 COMPANIES, KOLKATA
 = 9 DEC 2016

- 48) **M/S. GREENTAKE PROJECTS PVT. LTD.** holder of P.A.N.-AAFCEG0747G, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 49) **M/S. GRITTY REALTY PVT.LTD.** holder of P.A.N.-AAFCEG0746H, having its office at 16/1, Palm Avenue, P.O.-Ballygunge, P.S.-Karaya, Kolkata-19
- 50) **M/S. HIGHRANK COMPLEX PVT. LTD.** holder of P.A.N.-AADCH1726Q, having its office at 16/1, Palm Avenue, P.O.-Ballygunge, P.S.-Karaya, Kolkata-19,
- 51) **M/S. INTENT PLAZZA PVT. LTD.** holder of P.A.N.-AADCI2848E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 52) **M/S. JAGATDHAN SUPPLIERS PVT. LTD.** holder of P.A.N.-AACCCJ9590K, having its office at 9,Old China Bazar Street, 3rd Floor, Room No.54, P.O.-G.P.O., P.S.-Hare Street, Kolkata-1
- 53) **M/S. JAGMATA ENCLAVE PVT. LTD.** holder of P.A.N.-AACCCJ 9449H, having its office at 10/1/2, Syed Sally Lane 1st Floor, P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata-73
- 54) **M/S. JAGSAKTI DEAL TRADE PVT. LTD.** holder of P.A.N.-AADCCJ0964A, having its office 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 55) **M/S. JALNAYAN RETAILS PVT. LTD.** holder of P.A.N.-AADCCJ0963H, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 56) **M/S. JIGISHA INFRASTRUCTURE PVT. LTD.** holder of P.A.N.-AADCCJ0501F, having its office 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 57) **M/S. JORDAR HOUSING PVT.LTD.** holder of P.A.N.-AADCCJ0947H, having its office at 16/1, Palm Avenue, Kolkata-19,
- 58) **M/S. KALYANKARI NIKETAN PVT. LTD.** holder of P.A.N.-AAFCEK1639P, having its office at 10/1/2, Syed Sally Lane 1st Floor. P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata-73,
- 59) **M/S. KAMALPUSHP NIRMAN PVT. LTD.** holder of P.A.N.-AAFCEK1640L, having its office at 10/1/2, Syed Sally Lane 1st Floor., P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata-73,
- 60) **M/S. KAMALRAJ APARTMENTS PVT. LTD.** holder of P.A.N.-AAFCEK0906R, having its office at 10/1/2, Syed Sally Lane 1st Floor. P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata-73,
- 61) **M/S. LEDA PROJECTS PVT. LTD.** holder of P.A.N.-AACCL 3589J, having its office at 10/1/2,Syed Sally Lane 1st Floor, P.O-Chittaranjan Avenue, P.S.-Burrabazar, Kolkata 73,
- 62) **M/S. LIBRA INFRADEVELOPERS PVT. LTD.** holder of P.A.N.-AACCL4810A, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 63) **M/S. MOONVIEW PLAZZA PVT. LTD.** holder of P.A.N.-AAICM2206P, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,

IRIR PROPERTY PVT. LTD.

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48) M/S. ... PVT. LTD. holder of P.A.N. ...
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- 64) **M/S. SHIVMANI PROPERTIES PVT. LTD.** holder of P.A.N.-AASCS3281N, having its office at Eden Tolly Signature, Mahatma Gandhi Road, P.O.-Joka, P.S.-Formerly Thakurpukur and now Haridevpur, Kolkata-104,
- 65) **M/S. PREMKUNJ NIKETAN PVT. LTD.** holder of P.A.N.-AAGCP8440A, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 66) **M/S. PANCHMURTI INFRASTRUCTURE PVT. LTD.** holder of P.A.N.-AAGCP8439H, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 67) **M/S. OVERTOP INFRAHOMES PVT. LTD.** holder of P.A.N.-AABCO7370D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 68) **M/S. OVERGROW COMPLEX PVT. LTD.** holder of P.A.N.-AABCO7304D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 69) **M/S. OVAL BUILDCON PVT. LTD.** holder of P.A.N.-AABCO7371C, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 70) **M/S. NEMINATH NIRMAN PVT. LTD.** holder of P.A.N.-AAECN1464E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 71) **M/S. MEGAPIX PROMOTERS PVT. LTD.** holder of P.A.N.-AAICM2207N, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 72) **M/S. MEANTIME HOMES PVT. LTD.** holder of P.A.N.-AAICM1899E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 73) **M/S. MAKELIFE DEVELOPERS PVT. LTD.** holder of P.A.N.-AAICM2204R, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 74) **M/S. MUSKAN PLAZZA PVT. LTD.** holder of P.A.N.-AAICM4797P, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 75) **M/S. SUHANA SUPPLIERS PVT. LTD.** holder of P.A.N.-AALCS7216A, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 76) **M/S. BLAZE ENCLAVE PVT. LTD.** holder of P.A.N.-AACCB7603D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 77) **M/S. BARON PROMOTERS PVT. LTD.** holder of P.A.N.-AACCB7602C, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 78) **M/S. ARISTO VINIMOY PVT. LTD.** holder of P.A.N.-AAGCA8080M, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 79) **M/S. FANTASTIC VINIMOY PVT. LTD.** holder of P.A.N.-AABCF1830D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,

BIRIK PROPERTY PRIVATE LIMITED

Authorised Signatory



64) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

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66) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

67) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

68) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

69) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

70) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

71) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

72) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

73) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

74) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

75) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

76) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

77) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

78) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

79) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

80) MRS. SURESH K. SHARMA, PVT. LTD. holder of P.A.N.-AAACB2304R, having its office at...

M

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- 80) M/S. SARDA VYAPAR PVT. LTD. holder of P.A.N.-AALCS6016L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 81) M/S. MOONLINK RESIDENCY PVT. LTD. holder of P.A.N.-AAICM2205Q, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 82) M/S. BAJRANG MANSION PVT. LTD. holder of P.A.N.-AADCB4549B, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 83) M/S. BRIJBHUMI CONSTRUCTION PVT. LTD. holder of P.A.N.-AACCB7609K, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 84) M/S. KASTURI MERCANTILE PVT. LTD. holder of P.A.N.-AABCK9026G, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 85) M/S. SWAGATAM DISTRIBUTOR PVT. LTD. holder of P.A.N.-AAICS0021L, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 86) M/S. BAGBAN ABASAN PVT. LTD. holder of P.A.N.-AACCB7606G having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 87) M/S. BISCON NIKETAN PVT. LTD. holder of P.A.N.-AACCB7604E, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 88) M/S. EXTRUSIONS REAL ESTATE PVT. LTD. holder of P.A.N.-AAACE5448D, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 89) M/S. TRIMURTI DEALER PVT. LTD. holder of P.A.N.-AABCT1372J having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,
- 90) M/S. KBS HOUSING PVT. LTD. holder of P.A.N.-AADCK0495R, having its office at 17/1, Lansdowne Terrace, P.O.-Kalighat, P.S.-Lake, Kolkata-26,

all are Private Limited Companies within the meaning of the Companies Act, 1956 as extended by the Companies Act, 2013, represented by their Authorised Signatory, **Mr. Aditya Agarwal**, son of Mr. Sunil Agarwal, holding **PAN : AFEPA7678D** working for gain at 17/1, Lansdowne Terrace, P. S. - Lake, Kolkata 700 026, hereinafter referred to as the '**FIRST PARTY/OWNERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **ONE PART**

AND

M/S. MIRIK PROPERTY PRIVATE LIMITED. (PAN : AAECM1860B), a Private Limited Company, within the meaning of the Companies Act, 1956 as extended by the Companies Act 2013, having its Registered Office at **17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata**

MIRIK PROPERTY PRIVATE LIMITED

Authorised Signatory

- 80) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 81) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 82) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 83) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 84) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 85) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 86) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 87) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 88) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 89) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.
- 90) MRS. BIRBHAIJI CONSTRUCTION PVT. LTD. holder of P.A.N.-AAACB7006G having its office at 171, Lansdowne Terrace, P.O. Kalighat, P.S.-Lake, Kolkata-26.



AND

171, LANSDOWNE TERRACE, P.O. KALIGHAT, P.S.-LAKE, KOLKATA-26.

[Handwritten signature]

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700 026 and represented by its authorised signatory **Sri Harshvardhan Modi**, son of Sri Ashok Kumar Modi, holding PAN : **ADJPM3040N**, working for gain at **17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700 026**, hereinafter, referred to as the '**SECOND PARTY/DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **OTHER PART**

WHEREAS:

A) In this Agreement the First Party/Owners and the Second Party/Developer wherever the context so permits are collectively referred to as the 'parties' and individually as a 'party'.

B) RECITAL

- 1) **WHEREAS** One **Shri Panchanan Mondal** son of Late Kalipada Mondal , 2) **Shri Tapan Mondal** son of Late Kalipada Mondal, 3) **Smt. Minati Mondal** daughter of Late Kalipada Mondal, 4) **Smt. Bharati Sarkar** daughter of Late Kalipada Mondal, 5) **Smt. Purnima Naskar** daughter of Late Kalipada Mondal, 6) **Smt. Malati Maitra** daughter of Late Kalipada Mondal, 7) **Smt. Sarala Mondal** son of Late Kalipada Mondal, 8) **Smt. Santi Naskar** daughter of Late Kalipada Mondal, 9) **Smt. Panchibala Mondal** wife of Late Sambhu Nath Mondal, 10) **Shri Arun Mondal** son of Late Sambhunath Mondal, 11) **Shri Ajit Roy** son of Late Juthistir Roy, 12) **Shri Nimai Mondal** son of Late Panchu Gopal Mondal, 13) **Smt. Kanchan Mondal** wife of Late Panchu Gopal Mondal, 14) **Smt. Manu Mukherjee**, daughter of Late Panchu Gopal Mondal, 15) **Smt. Krishna Pramanik** daughter of Late Panchu Gopal Mondal, 16) **Smt. Rani Bala Mondal @ Rani Mondal** wife of Late Bijoy Mondal, 17) **Shri Ganesh Mondal** son of Late Bijoy Mondal, 18) **Shri Ramesh Mondal** son of Late Bijoy Mondal, 19) **Shri Paresh Mondal** son of Late Bijoy Mondal, 20) **Shri Sukhen Mondal** son of Late Bijoy Mondal, 21) **Smt. Annapurna Halder** wife of Late Becharam Halder, 22) **Shri Kamal Halder @ Kamal Kumar Halder** son of Late Becharam Halder, 23) **Shri Satish Halder @ Satish Chandra Halder** son of Late Becharam Halder, 24) **Shri Ratan Halder @ Ratan Chandra Halder** son of Late Becharam Halder, 25) **Smt. Rama Halder** daughter of Late Becharam Halder, 26) **Smt. Shyama Halder @ Shyama Mondal** daughter of Late Becharam Halder , 27) **Shri Samar Mondal @ Samar Nath Mondal** son of Late Kartick Chandra Mondal, 28) **Shri Swapan**

THEIR PROPERTY

Authorised Signatory

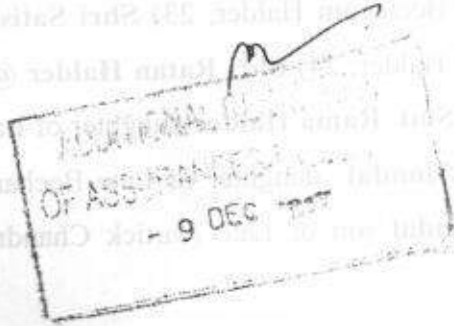
700 024 was transferred by its authorized signatory Sri Hrishwaridhan Modh, son of Sri
Kannan Modh, to the account of Sri Hrishwaridhan Modh, working for gain in 1941. The above is in
accordance with the order of the Commission dated 28th March 1954.
The above is in accordance with the order of the Commission dated 28th March 1954.
The above is in accordance with the order of the Commission dated 28th March 1954.

THE FIRST PART

THE SECOND PART

1. The first party/owner and the second party/owner...

- (1) Sri Hrishwaridhan Modh, son of Sri Kannan Modh;
- (2) Smt. Minori Modh, daughter of Sri Kannan Modh;
- (3) Smt. Parvati Bai, daughter of Sri Kannan Modh;
- (4) Smt. Manu Bai, daughter of Sri Kannan Modh;
- (5) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (6) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (7) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (8) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (9) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (10) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (11) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (12) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (13) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (14) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (15) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (16) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (17) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (18) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (19) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (20) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (21) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (22) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (23) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (24) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (25) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (26) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (27) Smt. Sanyal Bai, daughter of Sri Kannan Modh;
- (28) Smt. Sanyal Bai, daughter of Sri Kannan Modh;



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Mondal @ Swapan Kumar Mondal son of Late Kartick Chandra Mondal, 29) **Shri Tapan Mondal** son of Late Kartick Chandra Mondal, 30) **Shri Raman Mondal** son of Late Kartick Chandra Mondal and 31) **Shri Ratan Mondal @ Ratan Kumar Mondal** son of Late Kartick Chandra Mondal jointly, became the absolute owners in respect of entire land Situate lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, R.S. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under R.S. Khatian Nos. 980 & 423, 611,323,324 & 526, 257, 8 corresponding to **L.R. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344**, P.S. Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayat, by virtue of purchase, inheritance and succession.

- 2) **AND WHEREAS** the aforesaid owners while enjoying right, title, interest and possession in respect of their aforesaid schedule property measuring more or less **139 Kattah 12 Chattak 27 Square Feet**, sold conveyed and transferred their aforesaid entire share in the said land to **M/S. AGNI DEALCOM PRIVATE LIMITED & OTHERS**, the Owners herein, in pursuance to sell by virtue of a 'Deed of Conveyance', which was registered in the office of A.R.A. - I, Kolkata on 31.05.2015, and duly recorded in Book no. -I, Volume No. 1905-2015, written in pages from 125450 to 126177 being Deed No. 5294 for the year 2015.
- 3) By virtue of aforesaid 'Deed of Conveyance' mentioned hereinbefore said **M/S. AGNI DEALCOM PRIVATE LIMITED & OTHERS**, became joint owners, occupiers, seized and possessed of schedule property measuring **139 Kattah 12 Chittak 27 Square Feet** Situate lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, R.S. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344 under R.S. Khatian Nos. 980 & 423, 611.323,324 & 526, 257, 8 corresponding to **L.R. Dag Nos. 358, 362, 360, 361, 357, 359, 363, and 344** and mutated their names under **L.R. Khatian Nos. 4831 to 4845, 4849 to 4881, 4884 to 4900, 4902 to 4906, 4910 to 4912, 4915 to 4923, 4927, 4929 to 4930, 4935 to 4939**, P.S. Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayat . And the said owners have been paying their Khajna before local B.L. & L.R.O. authority regularly.

It has been agreed by and between the parties that the said Premises will be developed by the Developer whereby the developer have become entitled to undertake construction of new building's at the said premises comprising of various self contained residential/commercial flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.

AGNI DEALCOM PRIVATE LIMITED

Authorised Signatory

Mondal w/ Kanyan Kanyan Mondal son of late Kanchi Chandra Mondal, 20 Shree...
Mondal w/ Kanyan Kanyan Mondal son of late Kanchi Chandra Mondal, 20 Shree...
Gandhi Nagar, 24 Shree Kanyan Mondal w/ Kanyan Kanyan Mondal son of late Kanchi...
... became the absolute owner in respect of entire and undivided...
... No. 182, Toppo No. 150, J.L. No. 11, R.S. ...
... 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

... WHEREAS the said owner while enjoying right title, interest and possession in
... measuring more or less 139 Katha 12 Chitak 27 square feet situate lying
... and transferred their aforesaid entire share in the said land to
... THE LIMITED & OTHERS, the Owners herein, in pursuance of
... which was registered in the office of the
... Volume No. 1905-50 / written
... being Book No. 3294 for the year 2012.

... mentioned hereinbefore and MRS. AGNI
... THE LIMITED & OTHERS, became joint owners measuring six and
... Katha 12 Chitak 27 square feet situate lying
... No. 182, Toppo No. 150, J.L. No. 11, R.S.
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... and between the said parties that the said premises will be developed by the
... the developer who the developer have become entitled to undertake construction of new
... self contained residential/commercial building of the said premises
... and the said premises are capable of being held under joint tenancy.

...
...
...

The Owners have agreed to grant the exclusive right of development in respect of their entire share or interest into or upon the said Premises unto and in favour of the Developer herein with the intent and object that the Developer shall be entitled to undertake construction of new building's at the said Premises subject to the terms and conditions hereinafter appearing.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I – DEFINITIONS

- 1.1 In this agreement unless the context so permits the following expressions shall have the meanings assigned to them as under:
- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Project.
 - ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development .
 - iii) **DEVELOPMENT AGREEMENT** shall mean this Agreement
 - iv) **DEVELOPER** shall mean the said M/S. 'MIRIK PROPERTY PRIVATE LIMITED' and shall mean and include the present Partner and/or Partners and/or those who may be taken in and/or admitted as Partner and/or Partners and their respective heirs, legal representatives, executors, administrators and assigns.
 - v) **DEVELOPER'S SHARE** shall mean 82% (EIGHTY TWO PERCENT) of the Gross revenue/ receipts consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development
 - vi) **DEVELOPER'S OBLIGATIONS** shall mean the obligations assumed by the Developer, brief details will appear from the Second Schedule hereunder written
 - vii) **DEVELOPMENT COSTS** shall mean the amounts to be incurred by the Developer for undertaking development of the Premises, brief details of which will appear from the Third Schedule hereunder written

MIRIK PROPERTY PRIVATE LIMITED

Authorised Signatory

The consent and approval of the Government shall be obtained in respect of all the matters mentioned in the above clause and in respect of the matters mentioned in the above clause shall be entitled to exercise the powers conferred on them by the Government subject to the terms and conditions hereinafter set out.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE ABOVE COVENANTS AND PROMISES HEREBY CONTAINED THE PARTIES

ARTICLE I - DEFINITIONS

1.1. In this Agreement unless the context so permits the following expressions shall have the meanings ascribed to them as under:

1.2. THE PROJECT shall mean such project as may be specified in the Schedule hereto and shall include the development of the Project for housing and planning of the said Project.

1.3. 'COMPLETION' shall mean the planning, construction and all other necessary works, permissions and approvals (whenever necessary or otherwise) and the carrying out of the carrying out, completion, use and occupation of the development.

1.4. DEVELOPMENT AGREEMENT shall mean this Agreement.

1.5. DEVELOPER shall mean the person or persons named in the Schedule hereto and shall include the present Partner and/or Partners and their respective heirs, assigns, administrators and assigns.



1.6. 'PERCENTAGE' shall mean the percentage of the Project as specified in the Schedule hereto and shall include the percentage of the Project as specified in the Schedule hereto and shall include the percentage of the Project as specified in the Schedule hereto.

1.7. 'OBLIGATIONS' shall mean the obligations mentioned in the Schedule hereto and shall include the obligations mentioned in the Schedule hereto.

1.8. 'DEVELOPMENT COSTS' shall mean the amounts to be incurred by the Developer for the development of the Project, the details of which shall be specified in the Schedule hereto.

1.9. 'PARTY' shall mean the party named in the Schedule hereto.

1.10. 'SCHEDULE' shall mean the Schedule hereto.

- viii) **OWNERS'S SHARE** shall mean 18% (EIGHTEEN PERCENT) of the Gross revenue/ receipts accruing consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.
- ix) **ENDUSERS** shall mean the various persons who shall acquire a Flat/Unit in the said new building to be constructed at the said premises
- x) **GROSS RECEIPTS/REVENUE** shall mean the total revenue generated consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development.
- xi) **PROJECT** shall mean the proposed new building to be constructed on the said Premises in accordance with the plan.
- xii) **PLAN** shall mean the plan to be sanctioned by the Zilla Parishad, Panchayat authorities and all other authorities concerned and shall include any modifications made thereto from time to time and sanctioned by the authorities concerned.
- xiii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Quantity Surveyors, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xiv) **OWNERS** shall mean the Parties hereto of the First Part and shall mean and include their successor and/or successors in office/interest and assigns.
- xv) **SERVICES** shall mean the supply to and the installations on the Premises of electricity, water, gas, telecommunications, lavatories, drainage and other services.
- xvi) **SPECIFICATIONS** shall mean as may be recommended by the recognized licensed holder Architect from time to time appointed for the purposes and it is hereby clearly understood that the decision of the Architect regarding the quality of materials shall be final and binding on the parties hereto morefully and particularly described in the fourth schedule herein below.

ARTICLE II – INTERPRETATIONS

- 2.1 In this Agreement:
 - 2.1.1 **Covenants** – where any part to this Agreement for the time being comprises of two or more persons, obligations expressed or implied to be made by or with that

IRIK PROPERTY

Author

... shall mean the various persons who shall assume a financial responsibility to be constructed at the said premises.

... shall mean the proposed new buildings to be constructed on the site in accordance with the plan.

... shall mean the plan to be submitted to the said Municipal Corporation and all other authorities concerned and to include any modifications to the plan from time to time and approved by the said authorities.

... shall mean the Architect, Structural Engineer, Mechanical and Electrical Engineer, Surveyor and other professional engaged and/or contacted by the Developer from time to time.

... shall mean the parties hereto of the First Part and shall mean and include the successors and assigns in office/labor and assigns of the Developer to and the installation on the premises of the said buildings, fixtures, fittings, apparatus, designs and other things which may be recommended by the said professional persons to time appointed for the purpose and in accordance with the decision of the Architect regarding the quality of work and the time and binding on the parties hereto hereto.



INTERPRETATIONS

9 DEC 2009

... for the time being contracts of ... applied to be made by or with the

...

party are deemed to be made by or with the persons comprising the party jointly and severally

A covenant expressed to be made with more than one party is a covenant made separately with each of those parties

- 2.1.2 **Gender and number** – Words importing one gender include all other genders, words importing the singular includes the plural and vice versa
- 2.1.3 **Headings** – The clause, paragraphs and schedules headings do not form part of this document and are not to be taken into account in its construction or interpretation
- 2.1.4 **Reference to statutes** - unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute
- 2.1.5 **Interpretation of 'this Development Agreement'** – where the context so allows, the expression "this Development Agreement" includes any documents supplemental to or collateral with this document or entered into in accordance with this document
- 2.1.6 **Reference to clauses and schedules** - any reference in this document to a clause, sub-clause, paragraph, sub paragraphs or Schedules without further designation is to be construed as a reference to the clause, sub clause, paragraph, sub Paragraphs or Schedules to this document so numbered.

ARTICLE III – REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 3.1 At or before the execution of this Agreement the Owners have assured and represented to the Developer as follows:
- i) **THAT** the Owners are legally competent to enter into this agreement and that there is no legal bar or impediment in the Owners entering into this agreement

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...to be made by or with the person ...

...with each of these parties

...the number - Words ...

...the physical and ...

...the clause paragraphs and schedules ...

...not to be taken into account in ...

...in ...

...under expressly stated to the ...

...any extension or modification ...

...status and any regulations or orders ...

...reference to a clause includes any ...

...of this Development Agreement - where ...

...this Development Agreement, ...

...in collateral with this document ...

...of this document to a clause - any ...

...paragraphs or schedules ...

...reference to the clause, sub-clause, ...



...BY THE

...AND WARRANTED BY THE

...of Karnataka

...as follows:

...the Government of Karnataka

...in the State of Karnataka

...Signature

...Handwritten mark

- ii) **THAT** there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the Southern Portion and/or Premises
- iii) **THAT** no part or portion of the said Premises is subject to any notice or acquisition and/or requisition
- iv) **THAT** all municipal rates taxes and other outgoings payable in respect of the said premises has been paid and/or shall be paid by the Owners upto the date of execution of this agreement
- v) **THAT** this agreement has been duly approved by the shareholders of the Owners

3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to undertake development of the said Premises.

ARTICLE IV - ASSURANCES AND WARRANTIES BY THE DEVELOPER

4.1 At or before the entering into this Agreement the Developer has assured and represented to the Owners as follows:

- i) **THAT** the Developer is legally competent to enter into this agreement and that there is no legal bar or impediment in the Developer entering into this agreement
- ii) **That** the Developer has adequate financial resources to undertake the development of the said Premises
- ii) **That** the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises

4.2 Relying on the aforesaid representations and believing the same to be true the Owners have agreed to allow the Developer to undertake the

... THAT there is no excess vacant land within the boundary of the ...
... and the ...

... THAT in the ... of the ...
... and the ...

... THAT all municipal rates, taxes and other ...
... and the ...

... THAT this agreement has been duly approved by the ...
... Owners

... that on the ...
... and the ...

ASSURANCES AND WARRANTIES BY THE

... and



... legally competent to enter into this ...
... is no legal bar or impediment to the ...
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... that the ...
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... to allow the ...

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development of the said Premises subject to the terms and conditions hereinafter appearing

ARTICLE V – COMMENCEMENT AND DURATION

- 5.1 This agreement has commenced and/or shall be deemed to have commenced on and with effect from day of 2017 (hereinafter referred to as the **COMMENCEMENT DATE**)
- 5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until the said Project is completed in all regards

ARTICLE VI – GRANT OF DEVELOPMENT RIGHT

- 6.1 It has been agreed by and between the parties hereto that subject to the terms and conditions herein contained the Owners have agreed to grant the exclusive right of development to the extent of its right title interest into or upon the said Premises unto and in favour of the Developer herein and in connection therewith the Developer shall perform and observe its obligations set out in the Second schedule hereunder written

ARTICLE VII – LICENSE

- 7.1 Immediately after execution of this Agreement or so soon thereafter, the Developer and/or any person authorised by it shall be entitled to enter upon the said Premises and at the cost of the Developer shall be entitled to and is hereby authorised :
- i) To cause the lands forming part of the said premises to be surveyed
 - ii) To undertake soil testing
 - iii) To undertake other preliminary works for the purpose of undertaking development of the said Premises
- 7.2 It is hereby made expressly clear that the possession of the said Portion is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and possession of the said Portion shall always continue to remain vested with the Owners during the continuance of this agreement.

ARTICLE VIII - PERMISSIONS

MIRIK PROPERTY PRIVATE LIMITED
 Authorised Signatory

development of the said premises subject to the terms and conditions
set forth in this agreement.

ARTICLE V - COMMENCEMENT AND DURATION

Payment of the consideration and/or shall be deemed to have been made
on the day of 2017 (commencement date) (COMMENCEMENT DATE)

in the manner as hereinafter appearing this Agreement shall
be in full force and effect until the said Project is completed in full.

ARTICLE VI - GRANT OF DEVELOPMENT RIGHT

It is hereby agreed by and between the parties hereto that subject to the terms and
conditions contained in the said Agreement the Owner hereby grants the exclusive right of
development of the said premises and in connection therewith the Developer shall
be deemed to have accepted the obligations set out in the schedule hereunder written.

ARTICLE VII - SIGNATURE

Signature of the Developer
Signature of the Owner



and the said premises to be developed for the purpose of industrial
development.
The Developer shall be deemed to have accepted the obligations set out in the schedule
hereunder written and the said premises shall always continue to remain
in the possession of the said parties to the said Agreement.

ARTICLE VIII - MISCELLANEOUS

- 8.1 For the purpose of undertaking development of the said Premises, the Developer shall be entitled to apply for and obtain all permissions consents approvals and/or consents which are needed and/or required and the Owners agrees and undertake to sign and execute deeds documents and instruments as may be necessary and/or required from time to time, and the owners shall also give registered general power of attorney in favour of the developer for the purpose of construction work in the said scheduled mentioned property and to undertake all necessary searching and obtain clearance, if required, from appropriate government authorities like Zilla Parishad, Panchayet authorities, Fire Department, Microwave, Urban Land Ceiling Department, Land Acquisition Department., B.L. & L.R.O., KMDA, Microwaves, Airport Authority, Metro rail Authority, BSNL and such other concerned to the satisfaction of the developer. And the owners shall produce all such documents as found necessary to facilitate the above process.
- 8.2 The Developer shall be entitled to and the Owners hereby consents to the Developer modifying and/or altering the said Plan in accordance with the prevailing building rules so long as such modification and/or alteration is beneficial for the said project. This Agreement shall not operate or be deemed to operate as a demise of the Portion or any part thereof and the Developer or any person claiming through or under it shall not be entitled to any estate, right, title or interest in respect of the Portion until such time the development is completed.

ARTICLE IX - PROFESSIONAL TEAM AND BUILDING CONTRACTOR

- 9.1 The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any sub-contracts or agreements with the Developer and the appointments of the members of the Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- 9.2 Without the price consent of the Owners (which shall not be unreasonably withheld) the Developer shall not :
- (i) do of omit to do any act or thing which would entitle the Building Contractor or any member of the Professional Team to terminate the Building Contract or its appointment respectively or dismiss any member of the Professional Team or the Building Contractor

for the purpose of obtaining development of the said building the Developer shall be
 entitled to apply for and obtain all necessary permissions, approvals and other clearances
 and the Owner shall be bound to assist the Developer in this regard and shall be
 liable to pay all such charges and expenses as may be necessary and/or required for this
 purpose. The Developer shall have full and complete power of attorney in favour of his
 officers for the purpose of construction work in the said scheduled mentioned
 areas. He shall, if necessary, searching and obtain clearance, if required, from
 municipal government authorities like Zilla Parishad, Panchayat Samity, District
 Muzaffargarh, Urban Land Ceiling Department, Land Revenue
 Department, L.R.O., KMDA, Airport Authority, etc. and the
 same shall be to the satisfaction of the Developer. And the
 Developer shall be liable to furnish all such documents as found necessary to obtain the above
 mentioned clearances. The Developer shall be entitled to and the Owner hereby consents to the Developer
 to use the said Plan in accordance with the existing building rules
 and regulations and/or alteration and/or addition as detailed for the said project.
 The Developer shall not operate or be deemed to operate as a trustee of the portion or
 part of the said building and the Developer or any person claiming through him/her shall not be
 liable for any right, title or interest in respect of the portion until such time the

REGISTERED ARCHITECT AND BUILDING CONTRACTOR



At the necessary time, the Developer shall be liable to enforce the due, proper and prompt
 performance of their respective obligations under the
 agreements with the Developer and the appointment
 of the members of the Professional Team and the Developer shall be liable to
 pay the fees and charges of the said
 Professional Team and the Developer (which shall not be less than) willfully the

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the Developer shall be liable to pay the fees and charges of the said
 Professional Team and the Developer (which shall not be less than) willfully the

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or appoint another professional or contractor in addition to, or in substitution for, any of them.

(ii) make any addition, variation, alteration or modification to the terms of appointment of any member of the Professional Team or to the Building Contract or to any contract between sub-contractors or suppliers and the Developer or to any other contracts entered into by the Developer in relation to the Development.

(iii) discharge or release (or agree so to do) the Building Contractor, any sub-contractor or supplier or any member of the Professional Team or other persons from, or waive any of, their obligations or liabilities under their respective contracts or treat, or allow to be treated, any such agreements or contracts as determined or discharged other than by performance, or enter, into any other contract in relation to the carrying out of the Development.

9.3 The Developer shall, at the request of the Owner, co-operate in any manner reasonably requested by the Owner in taking proceedings against the Building Contractor and any of the Professional Team.

ARTICLE X- SANCTION PLAN

10.1 The developer shall upon receiving vacant possession of the said land obtain the building plan to be sanctioned by the Zilla Parishad and Panchayet authorities within the period of 9 months from the date of handover of vacant and peaceful possession (with a grace period of further three months) and the Developer shall take all necessary steps and meet all the requirements of the Zilla, Parishad, Panchayet authorities and bear and pay the sanction fee and other charges including the Architects' fee for the said plan.

ARTICLE XI - THE DEVELOPMENT

11.1 After execution of this Agreement or so soon thereafter, the Developer shall immediately commence and proceed diligently to execute and complete the Development

- i) in a good and workmanlike manner with such materials and/or specifications as may be recommended by the Architect free from any latent or inherent defect (whether of design, workmanship or materials) and

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 AUTHORIZED SIGNATOR

- ii) in accordance with the Approved Plans, the Planning Permission and all planning permissions which may be granted for the Development, the consents, any relevant statutory requirements and building regulations, the requirements of any statutory or other competent authority and the provisions of this Agreement;

ARTICLE XII- TOTAL DEVELOPMENT COSTS

- 12.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed in the Third Schedule hereunder written:

ARTICLE XIII- CONSTRUCTION AND COMPLETION

- 13.1 The Developer shall immediately after the execution of this Agreement or so soon thereafter shall be entitled to commence the work of construction of the said Project (hereinafter referred to as the **START DATE**)
- 13.2 Unless prevented by circumstances beyond the control of the Developer the said Project shall be constructed erected and completed in all regards within a period of **36 months** from the date of sanction of building plan by the Zilla Parishad and Gram Panchayet authorities with a grace period of **9 months** (hereinafter referred to as the **COMPLETION DATE**) and time for completion is and shall always be treated as the essence of the contract. A certificate of completion issued by the Architect shall be satisfactory condition for the above.
- 13.3 The Developer shall cause the New Building to be constructed erected and completed with good quality materials and/or specifications as is normally used in construction of a first class business as may be recommended by the Architect for the time being.
- 13.4 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction and/or for any defect therein.
- 13.5 If the event of any accident or mishap takes place during construction whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.

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Authorized Signature

of resources with the approved plans the Planning Commission shall...
permissions which may be granted for the development the...
relevant statutory requirements and building regulations the...
authority or other competent authority and the provisions of this Act.

ARTICLE XII-TOTAL DEVELOPMENT COSTS

The Developer shall bear all development costs including all costs...
which are exclusively expended or incurred by the Developer including...
the items listed in the Third Schedule hereto.

ARTICLE XIII-CONSTRICTION AND COMPLETION

The Developer shall immediately after the execution of this Agreement...
be entitled to commence the work of construction of the said project...
as the START DATE.

The Developer shall complete the construction of the said project...
within a period of 36 months from the date of commencement...
in building plan by the relevant authorities.

A certificate of completion shall be issued by the relevant authorities...
as the COMPLETION DATE.



The Developer shall be responsible for the construction of the...
as is normally used in construction of a...
the Architect for the time being.

The Developer shall be responsible for the construction of the...
and shall ensure that the construction is completed...
within the stipulated time frame.

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PLANNING COMMISSION
10/10/2024

Handwritten signature or initials.

ARTICLE XIV -DEVELOPER'S WARRANTIES AND ACKNOWLEDGEMENT

14.1 The Developer warrants and represents to the Owners that :

- i) to the best of its knowledge and belief, all information known to the Developer at the date of this Agreement which is, or might be considered, material to the Owners' decision to enter into this Agreement has been fully disclosed and produced to the Owner:
- ii) the Developer has used and will continue to use all reasonable skill and care in relation to the Development, to the co-ordination management and supervision of the Building Contractor and the Profession Team, to selection and preparation of all necessary performance specifications and requirements and to the design of the Development for the purposes for which it is to be used or specified.
- iii) That the said new building to be constructed at the said Premises shall be free from any design defect and fit for the purpose for which it is to be used; and the Premises is fit for the carrying out of the Development :

ARTICLE XV - MARKETING AND REVENUE SHARING

15.1 It has been agreed between the parties hereto that the various flats units apartments constructed spaces and car parking spaces forming part of the Developer as hereinafter appearing shall be sold and transferred by the Developer in favour of the end users.

15.2 In consideration of the above and in further consideration of the mutual covenants herein contained and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said Premises (hereinafter referred to as the CONSTRUCTION COSTS) it has been agreed that the entirety of the development will be sold and transferred by the Developer and the Gross receipts shall be shared between the parties hereto in the manner as hereinafter appearing out of sale proceeds of Flats, car parking Area, Store Room, etc. shall be shared between the parties in a manner whereby the Developer shall be entitled to retain for itself 82% (EIGHTY TWO PERCENT) of such Gross receipts (hereinafter referred to as the DEVELOPER'S SHARE) and the remaining 18 % (EIGHTEEN PERCENT) of such Gross receipts shall be made over by the Developer to the Owners (hereinafter referred to as the OWNER'S SHARE). It is agreed that that the said 18 % (EIGHTEEN PERCENT) of the Owner's Share will be shared by all the 90 Owners in equal proportion, i.e.; each owner shall get 0.20.% of the Gross receipt/ revenue and the Developer shall deposit the amount of owners' share in each

ARTICLE XIV - THE DEVELOPER'S WARRANTIES AND ACKNOWLEDGEMENTS

The Developer warrants and represents to the Owner that:

on the best of its knowledge and belief, all information known to the Developer at the date of this Agreement which is or might be considered material to the Owner's decision to enter into this Agreement has been fully disclosed to the Owner;

(b) the Developer has used and will continue to use all reasonable skill and care in relation to the Development, to the co-ordination management and supervision of the Building Contractor and the Profession Team, to selection and preparation of all necessary performance specifications and requirements and to the design of the Development for the purposes for which it is to be used or intended;

(c) that the said new building to be constructed in the Plot Location shall be free from any design defect and fit for the purpose for which it is to be used and the Developer is fit for the carrying out of the Development.

ARTICLE XV - MARKETING AND RESERVE SHARING

It is agreed between the parties hereto that the various flat units apartments, commercial units and car parking spaces forming part of the Development as hereinafter defined shall be sold and disposed of by the Developer in favour of the end-user.

Further consideration of the mutual covenants of the Development having agreed to incur all costs charges and expenses for the development of the said Project (hereinafter referred to as the Development) it has been agreed that the entirety of the Development shall be sold and disposed of by the Developer and the Gross receipts shall be shared between the parties in the manner as hereinafter appearing out of sales proceeds. All profits from the Room, etc. shall be shared between the parties (as defined in Clause 1.1) and shall be entitled to retain the first 20% (Twenty Percent) of the Gross receipts referred to as the DEVELOPER'S SHARE. The balance (Eighty Percent) of such Gross receipts shall be shared between the parties (as defined) hereinafter referred to as the OWNER'S SHARE. It is agreed that the said 20% (Twenty Percent) of the Owner's Share will be shared by all the Owners in equal proportion. i.e. each owner shall get 0.20% of the Gross receipts referred to as the Developer's Share in each



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and every owner's account in said proportion. It is also hereby agreed that Extra Charges collected from the purchasers of units in the proposed project (on account of the installation of Generator, transformer, legal charges, sinking fund and maintenance deposit or any other account that the Developer may choose to impose and collect in respect of maintenance and upkeep of the project) shall accrue to the Developer. It is made clear that the premium charges in respect of PLC (Preferred Location), floor escalation, parking, terrace shall be shared between the developer and the owners herein at the same percentage as agreed herein above.

- 15.3 The said Gross Receipts will be deposited by the Developer in a separate account to be opened with a nationalized bank or any other bank.
- 15.4 Each of the Owners and the Developer shall be liable to make payment of any amount which may become payable on account of GST and other statutory outgoings which may become payable on account of the respective share.
- 15.5 The books of accounts and other related papers relating to the said Project shall be kept by the Developer at its office at 17/1 Lansdowne Terrace , Kolkata – 700 026, or at such other place as the Developer in its absolute discretion may deem fit and proper and the Owners or any person authorised by it shall be entitled to take inspection of such books of accounts upon giving adequate notice to the Developer.

ARTICLE XVI – EXTRA PAYMENTS

- 16.1 The Developer shall be entitled to receive realize and collect from each of the end users various amounts on account of :
- i) proportionate share of CESC Transformer charges/HT Services;
 - ii) proportionate share of Generator connection to the flat;
 - i) proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
 - ii) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats forming part of the Owner's Allocation;
 - iii) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
 - iv) By way of maintenance charges ;
 - v) By way of municipal rates
 - vi) Sinking Fund

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and every other thing which may be required for the execution of the same. It is also hereby agreed that the Developer shall provide the necessary funds and other resources for the completion of the project. The Developer shall be responsible for the completion of the project within the agreed time frame. The Developer shall also be responsible for the payment of the project costs.

ARTICLE XVI - EXTRA PAYMENTS

The Developer shall be responsible for the payment of the project costs. The Developer shall also be responsible for the completion of the project within the agreed time frame. The Developer shall provide the necessary funds and other resources for the completion of the project.



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vii) Legal Charges

hereinafter referred to as the EXTRA PAYMENTS

- 16.2 The said Extra Payments shall not form part of the Gross receipts and the unadjusted amount shall be made over by the Developer to the Holding Organisation upon its formation.

ARTICLE XVII – MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 17.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various Flats units, apartments and Car Parking spaces forming part of the said project and each of the persons intending to and/or acquiring a Flat/ unit, apartment and Car Parking space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Developer/FMC till such time the Holding Organization is formed.

ARTICLE XVIII- HOLDING ORGANISATION

- 18.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, units, apartments and Car Parking spaces in the said new building and/or project shall be bound to become a member of such Holding Organisation.
- 18.2 The Developer undertakes to hold the sinking fund collected from intending purchasers and be liable to transfer the same in favour of the Society/Syndicate/Association/ Company as and when the same is formed and becomes functional.
- 18.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a Flat/Unit/Apartment and Car Parking spaces in the said new building and/or project shall be liable to make payment of the proportionate share of the maintenance

... and payment shall not form part of the Gross Receipts and the balance ... shall be made over by the Developer to the Housing Corporation ...

ARTICLE XVII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

The Developer shall be entitled to frame necessary rules and regulations for the proper ... the use of the various flats, units, apartments and car parking spaces ... and each of the persons intending to utilize ... shall be liable and ... shall be framed from time to time and shall also ... share on account of the maintenance charges ... into the Holding Corporation's fund.

ARTICLE XVIII - HOLDING ORGANIZATION

... of the said Project or so soon thereafter the Developer shall cause a ... to be formed for the purpose of taking over of the ... and also for the purpose of ... persons residing in the ... shall be bound to become a ... of the Society ... and becomes functional.



... of the common parts and portions and the ... by the Developer to any ... (MANAGEMENT COMPANY) each of ... in the said new building ... of the maintenance ...

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charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XIX – TITLE DEEDS

19.1 Original Title Deeds of the Property in respect of the below mentioned schedule property, original title deeds will be held by the Developer.

ARTICLE XX- FORCE MAJEURE

20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below :

- i) Fire
- ii) Natural calamity
- iii) Tempest
- iv) Local problem and/or local disturbance.
- v) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.
- vi) Any other unavoidable circumstances beyond control of the Developer

ARTICLE XXI - OWNER'S OBLIGATIONS

21.1 The Owners have agreed:

- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement
- ii) To sign and execute all deeds documents and instruments as may be necessary and/or required from time to time as may be necessary and/or required to enable the Developer to undertake construction of the said Project in accordance with the Plan which may be sanctioned
- iii) The Owner will execute a Registered Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to do all acts deeds and things which are necessary and/or required towards construction

change in the development Company without raising any objection...

ARTICLE SIX - TITLE DEEDS

the form and contents of the title deeds in respect of the subject matter...

ARTICLE SEVEN - FORCE MAJEURE

in the event of any of the events mentioned in this clause...

the Developer shall be liable to pay the cost of the title deeds...

ARTICLE EIGHT - REGULATIONS

the Developer shall be bound to comply with the regulations...



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The Government of Karnataka, in favour of the Developer...

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work and the Owner shall also execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees for implementation and/or giving effect to this Agreement

ARTICLE XXII (DEVELOPER' INDEMNITY)

- 22.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Project.
- 22.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said Project and/or for any defect therein.
- 21.1 If any accident or mishap takes place during construction until completion of the Project whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

ARTICLE XXIII- BREACHES

- 23.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default by any of the parties (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the Defaulting Party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXIV – NEGATIVE COVENANTS

- 24.1 The Owners as and by way of negative covenants have assured and covenanted with the Developer as follows:
- i) Not to sell transfer alienate and/or encumber the said premises.
 - ii) Not to create any interest of any third party into or upon the said plot of land Owned by the Owners herein or any part or portion thereof
 - iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained
 - iv) To do all acts deeds and things as may be necessary and/or required from time to time.

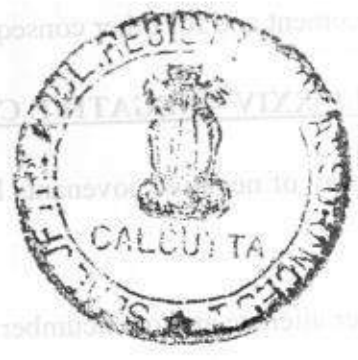
work and the Contractor shall also execute a General Power of Attorney in favour of the Developer in its name and/or nominees for legal proceedings in relation to the Agreement.

ARTICLE XVII DEVELOPER'S LIABILITY

17.1 The Developer hereby undertakes to keep the Owners indemnified and to hold the Owners harmless against all third party claims and actions arising out of any act or omission of the Developer in or relating to the construction of the said Project. The Developer hereby undertakes to keep the Owners indemnified and to hold the Owners harmless against all claims, proceedings and actions that may arise in connection with the development of the said Project and/or in the construction of the said Project and/or for any defect therein. The Developer shall remain liable for any damage or loss suffered by the Owners or any of the members of the Project during construction until completion of the Project. The Developer shall be on account of the Developer and its employees, agents, contractors, subcontractors or otherwise any act or omission of the Developer and its employees, agents, contractors, subcontractors or otherwise shall be on account of the Developer and its employees, agents, contractors, subcontractors or otherwise.

ARTICLE XVIII - BREACHES

18.1 The Parties shall be entitled to cancel and/or rescind this agreement and in the event of breach by any of the Parties (hereinafter referred to as the Defaulting Party) for specific breach, the Parties shall be entitled to sue the Defaulting Party for specific breach and/or for consequential relief.



18.2 The Parties shall be bound by the terms and conditions set forth in this agreement and shall be deemed to have agreed and consented with the terms and conditions set forth in this agreement and shall be deemed to have agreed and consented with the terms and conditions set forth in this agreement and shall be deemed to have agreed and consented with the terms and conditions set forth in this agreement.

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ARTICLE XXV- MISCELLANEOUS

- 25.1 **TAXES** – The parties agree and assure each other that each of the parties will make payment of their respective share on account of Service Tax, GST, if applicable, and all other statutory outgoings and have agreed to keep each other saved harmless and fully indemnified in this regard.
- 25.2 **RELATIONSHIP OF THE PARTIES** –
- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.
 - (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.
 - (iii) The owners have already purchased additional plot of land adjoining to the existing scheduled premises and some more plots of land are under acquisition. The developer shall develop such additional land on the same terms and conditions agreed herein. And the additional areas constructed shall be the part of the same project.
- 25.3 **NON WAIVER** - any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.
- 25.4 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 25.5 **ADDRESS FOR SERVICE**
- 25.5.1 A notice to the Owners shall be delivered or sent to the Owners at its addresses given in this Agreement or given in any notice given by the Owners to the Developer.