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Certified that the Document is admitted to
 Registration, the Stamp Duty and the
 endorsement fees payable to this document
 are the part of this Document.

[Signature]
 Additional Registrar
 of Assurances-1, Kolkata

16 JAN 2018

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 NC-252510 - 00969/17

DEVELOPMENT AGREEMENT

1. Date: 15/09/2017
2. Place: Kolkata

J-212
 3-360
 15/9/17

583

03 JAN 2017

Serial.....
Name.....
Address.....
Rs.....

S. C. MAZUMDER (ADV.)
Alipore Police Court
Kolkata - 700 027

A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Kol-27

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ADDITIONAL REGISTRAR
OF DISTRICT COURT KOLKATA
27 JUN 2017

I.D.

Ishtak Fareek
son of G. K. Fareek
20, B, Babu Bagan Lane
Dhakuria Kot - 700031
Dhakuria Post Office
Lake Police Station

3. Parties

- 3.1. PARVATI TIE UP PRIVATE LIMITED,PAN: AAFCP2897L,
- 3.2. NILKANTH BARTER PRIVATE LIMITED,PAN: AADCN0352Q,
- 3.3. AMRAVATI MERCANTILE PRIVATE LIMITED,PAN: AAICA1370Q,
- 3.4. BHANU VINIMAY PRIVATE LIMITED,PAN: AADCB9497J,
- 3.5. AKASHGANGA BARTER PRIVATE LIMITED,PAN:AAICA1425A,
- 3.6. RAGHUVVEER COMMOTRADE PRIVATE LIMITED,PAN: AAECR5884Q,
- 3.7. BHANU TRADELINK PRIVATE LIMITED,PAN: AADCB9498H,
- 3.8. AMIYA BARTER PRIVATE LIMITED,PAN: AAICA1424B,
- 3.9. RAMESHWAR TRADELINK PRIVATE LIMITED,PAN: AAECR5883K,
- 3.10. MURARI BARTER PRIVATE LIMITED,PAN: AAGCM3085N,
- 3.11. JANPRIYA MERCANTILE PRIVATE LIMITED,PAN: AACCCJ2739E,
- 3.12. BHANU TIE UP PRIVATE LIMITED,PAN: AADCB9609E,
- 3.13. MURARI TIE UP PRIVATE LIMITED,PAN: AAGCM3086R,
- 3.14. AKRUTI COMMOTRADE PRIVATE LIMITED,PAN: AAICA1421E 3.1 to 3.14 all are the existing Companies registered under the Companies Act' 1956 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, P.O.& P.S. Bhowanipore,all represented by their Authorized Signatory Shri.Anand Agarwal (PAN ACIPA8719Q), son of Shri. Jagdish Prasad Agarwal, PAN: ACIPA8719Q, residing at Green Valley, Block – E, Kaikhali, Chiriamore, North 24 Parganas, Pin- 700 136, P.O. & P.S. Airport.
- 3.15. NIRMAL KUMAR AGARWALA,PAN: ACQPA6880J, son of Shri. Mamraj Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;
- 3.16. SAROJ KUMAR AGARWAL,PAN: ACQPA6879D, son of Shri. Mamraj Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;
- 3.17. PIYUSH AGARWALA,PAN: ADDPA5887F, son of Shri. BrahmAnand Agarwal (PAN ACIPA8719Q)a residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001,



ADDITIONAL REGISTRAR
CITY REGISTRAR
27 JUN 2017

P.O.& P.S.Burrabazar;

- 3.18. SAMEER AGARWALA,PAN: AGUPA0634J**, son of Shri. BrahmAnand Agarwal (PAN ACIPA8719Q)a, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O.& P.S. Burrabazar,3.15 to 3.18**; all being represented by their **Power of Attorney Holder Shri.Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A,Beadon Row, Beadon Street, Kolkata – 700 006, **P.O. Beadon Street, P.S.Bartala**;
- 3.19. MAYAAGARWAL,PAN: ADAPA7826M**, Wife of Shri. Bijay Kumar Agarwala, residing at 35A, Ballygunge Park, 8th Floor, Kolkata – 700 019, **P.O.& P.S. Ballygunj**;
- 3.20. BIJAY KUMAR AGARWALA,PAN: ACLPA2172Q**, son of Late Shri. Ram Prasad Agarwal residing at 35A, Ballygunge Park Road, 8th Floor, Kolkata – 700 019, **P.O. Ballygunj & P.S. Karaya**;
- 3.21. SMITA MORE,PAN: AJPPS3784D**, Wife of Shri. Ashish More (PAN AFNPM4609M), residing at 18A, Mayfair Road, Kolkata -700 019, **P.O. Ballygunj & P.S. Karaya, 3.19 to 3.21** all being represented by their Power of Attorney Holder **Shri.Ashish More (PAN AFNPM4609M)**, son of Shri. Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, **P.O. Ballygunj, P.S. Karaya, Kolkata – 700019**;
- 3.22. ASHISH MORE (PAN AFNPM4609M),PAN: AFNPM4609M**, son of Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata – 700 019, **P.O. Ballygunj& P.S. Karaya**;
- 3.23. AUNGKOR TRADELINK PRIVATE LIMITED,PAN: AACCAI580E**, an existing Company registered under the Companies Act' 1956 having its registered office at 27, Biplabi Trailakya, Maharaj Sarani,3rdFloor, Kolkata – 700 001, **P.O.& P.S. Burrabazar**;
- 3.24. PAWANPUTRA CONSULTANTS PRIVATE LIMITED,PAN: AADCP9036B**, an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2ndFloor, Kolkata – 700 001, **P.O.Khengrapatty & P.S. Hare Street**;
- 3.25. RAMESHWAR BARTER PRIVATE LIMITED,PAN: AAECR3928B**, an existing Company registered under the Companies Act' 1956 having its registered office atP-12, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
- 3.26. JAGMOHAN TIE UP PRIVATE LIMITED,PAN: AACCCJ2738F**, an existing Company registered under the Companies Act' 1956 having its registered office at84A, Chittaranjan



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27 JUN 2017

- Avenue, 1st Floor, Kolkata – 700 012, P.O.& P.S. Burrabazar;
- 3.27. **MAXMIN COMMERCIAL PRIVATE LIMITED,PAN: AADCM1408N**, an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O.Khengrapatty & P.S. Hare Street;
- 3.28. **DAMAYANTI TRADELINK PRIVATE LIMITED,PAN: AADCD3107D**, an existing Company registered under the Companies Act' 1956 having its registered office at 18A, Mayfair Road, Kolkata – 700 019, P.O.Ballygunj & P.S. Karaya;
- 3.29. **SAHANSIL SUPPLIERS PRIVATE LIMITED,PAN: AAJCS9177L**, an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O.Khengrapatty & P.S. Hare Street;
- 3.30. **APNAPAN DEVELOPERS PRIVATE LIMITED,PAN: AAFCA3485P**, an existing Company registered under the Companies Act' 1956 having its registered office at 84/A, Chittaranjan Avenue, 1st Floor, Kolkata – 700012, P.O.& P.S. Burrabazar;
- 3.31. **LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED,PAN: AABCL1142N**, an existing Company registered under the Companies Act' 1956 having its registered office at 5 & 6 Fancy Lane, Kolkata – 700 001, P.O.& P.S. Burrabazar;
- 3.32. **JHILMIL CONSULTANTPRIVATE LIMITED,PAN: AABCJ6814F**,an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;
- 3.33. **RAMESHWAR COMMOTRADE PRIVATE LIMITED,PAN: AAECR5881M**, an existing Company registered under the Companies Act' 1956 having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, P.O. & P.S. Lal Bazar;
- 3.34. **CHARULATA TRADELINK PRIVATE LIMITED,PAN: AADCC8331Q**, an existing Company registered under the Companies Act' 1956 having its registered office at P-12, New Howrah Bridge Approach Road,1st Floor, Kolkata – 700 001, P.O.& P.S. Burrabazar;
- 3.35. **CHARULATA TIE UP PRIVATE LIMITED,PAN: AADCC8332P**,an existing Company registered under the Companies Act' 1956 having its registered office at P - 12, New Howrah Bridge Approach Road, 3rd Floor, Kolkata – 700 001, P.O.& P.S. Burrabazar;
- 3.36. **AMIYA TIEUP PRIVATE LIMITED,PAN: AAICA1423G**,an existing Company registered

- under the Companies Act' 1956 having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Kolkata – 700 001, P.O. & P.S. Burrabazar;
- 3.37. **AKRUTI BARTER PRIVATE LIMITED,PAN:AAICA1369B**, an existing Company registered under the Companies Act' 1956 having its registered office at 545/1, G. T. Road (South),1st Floor, Room No.31, Howrah – 711 101, P.O.& P.S. Shibpur;
- 3.38. **SADABAHAR DEALER PRIVATE LIMITED,PAN: AAJCS9178F**, an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O.Khengrapatty, & P.S.Hare Street;
- 3.39. **EMINENTLY TRADERS PRIVATE LIMITED,PAN: AABCE3541J**,an existing Company registered under the Companies Act' 1956 having its registered office at 18A, Mayfair Road,Ground Floor, South 24 Parganas, Pin – 700 019, P.O.& P.S. Ballygunj;
- 3.40. **ANURIMA MERCANTILE PRIVATE LIMITED,PAN: AAICA1422H**,an existing Company registered under the Companies Act' 1956 having its registered office at 84A, Chittaranjan Avenue, 1stFloor, Suite No. 2, Kolkata – 700 012, P.O.& P.S. Burrabazar;
- 3.41. **AMIYA TRADELINK PRIVATE LIMITED,PAN: AAICA1426D**, an existing Company registered under the Companies Act' 1956 having its registered office at 1stFloor, 545/1, G.T. Road (South), Shyam Market, Howrah – 711101, P.O.& P.S.Shibpur;
- 3.42. **JAGADHATRI VYAPAAR PRIVATE LIMITED,PAN: AABCJ6815E**, an existing Company registered under the Companies Act' 1956 having its registered office at 14/1, Judges Court Road, Alipore, South 24 Parganas, Pin – 700 027, P.O. & P.S. Alipore;
- 3.43. **AKASHGANGA TIEUP PRIVATE LIMITED,PAN:AAICA1368A**an existing Company registered under the Companies Act' 1956 having its registered offices at P-12 New Howrah Bridge Approach, Kolkata – 700001, P.O.& P.S.Burrabazar;
- 3.44. **SUMANGAL DEALTRADE PRIVATE LIMITED,PAN: AANCS7058J**,an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B.R.B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;
- 3.45. **VIBGYOR MERCHANTS PRIVATE LIMITED,PAN: AADCV1584A**, an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata 700 001, P.O.Khengrapatty & P.S. Hare Street;



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ADDITIONAL REGISTRAR
OFFICE, BANGALORE
27 JUN 2017

- 3.46. **NAVKETAN TIE-UP PRIVATE LIMITED,PAN: AADCN1538L**, an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street**;
- 3.47. **GOLDVIEW COMMOTRADE PRIVATE LIMITED,PAN: AADCG6348M**,an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, **P.O.Khengrapatty & P.S. Hare Street**;
- 3.48. **NEW AGE TRADECOM PRIVATE LIMITED,PAN: AADCN1540N**, an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, **P.O.Khengrapatty & P.S. Hare Street**; **3.23 to 3.48**all being represented by their **Authorized Signatory Shri.Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A,Row, Beadon Street, Kolkata – 700 006,**P.S. Bartala, P.O. Beadon Street**;
- 3.49. **CONQUEST COMMERCIAL COPRIVATE LIMITED,PAN: AABCC0163C**,
- 3.50. **MATRIBHUMI DEALERS PRIVATE LIMITED,PAN: AAECM5410D**,
- 3.51. **RUKMANI INTERNATIONAL PRIVATE LIMITED,PAN: AABCR5550Q**,3.49 to 3.51 all being existing Companies registered under the Companies Act' 1956 having their respective registered offices at 14, Netaji Subhas Road,1stFloor, Kolkata – 700 001, **P.O.& P.S. Burrabazar**,all being represented by their Authorized Signatory Shri.Ashish More (PAN AFNPM4609M), son of Shri. Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata – 700 019, **P.O. Ballygunj, P.S. Karaya**;
- 3.52. **LANSDOWN MEDICALS PRIVATE LIMITED,PAN: AAACL8776H**,
- 3.53. **SHRADDHA PROPERTIES PRIVATE LIMITED,PAN: AADCS7082E**,
- 3.54. **DAFFODIL VYAPAR PRIVATE LIMITED,PAN: AACCD0400E**,
- 3.55. **DEVKRIPA VANIJAYA PRIVATE LIMITED,PAN: AACCD4722H**,
- 3.56. **ANGIRA SALES PRIVATE LIMITED, PAN: AAFCA9336B**,
- 3.57. **BHUMI VINIMAY PRIVATE LIMITED, PAN: AACCB9850C**,
- 3.58. **N K TOWER PRIVATE LIMITED, PAN: AABCN7588E**,
- 3.59. **ROLCON FINVEST PRIVATE LIMITED, PAN: AABCR3611C**,



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ADDITIONAL
27 JUN 2017
JURATA

- 3.60. **SRIJAN REALTY PRIVATE LIMITED, PAN: AAHCS6112K**, all existing Companies from 3.52 to 3.60 registered under the Companies Act 1956 having their respective registered offices at 36/1A, Elgin Road, South 24 Parganas, Pin -700020, P.O. Lala Lajpat Rai Sarani & P.S. Bhowanipore, all being represented by their Director Sri Ram Naresh Agarwal (PAN ACYPA1903G), son of Late Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata - 700026, P.O.& P.S. Tollygunge
- 3.61. **SITALA INFRADEV PRIVATE LIMITED, PAN: AANCS8446G,**
- 3.62. **NEELKANTH INFRAREALTY PRIVATE LIMITED, PAN: AADCN1861G,**
- 3.63. **SHAGUN INFRAPROMOTERS PRIVATE LIMITED, PAN: AANCS8455P,**
- 3.64. **N K REGANCY PRIVATE LIMITED, PAN: AACCN2962K,**
- 3.65. **N. K. AGARWAL ESTATESPRIVATE LIMITED,PAN: AAACN9635P,**
- 3.66. **N K NIKETAN PRIVATE LIMITED,PAN: AACCN2961L,**
- 3.67. **EKTA VINIMAY PRIVATE LIMITED, PAN: AABCE3711G,**
- 3.68. **BASUKINATH VINIMAY PRIVATE LIMITED, PAN: AACCB4717C,**
- 3.69. **ELITE COMMODITIES PRIVATE LIMITED, PAN: AABCE3069R,**
- 3.70. **SIGMA CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0644M,**
- 3.71. **ZEST RETAILERS PRIVATE LIMITED, PAN: AAACZ2012L,**
- 3.72. **KAMRUP MARKETING PRIVATE LIMITED, PAN: AACCK3396G,**
- 3.73. **ZEST COMMERCIAL PRIVATE LIMITED, PAN: AAACZ2013M,**
- 3.74. **NORTH EAST CONSUMER GOODS PRIVATE LIMITED, PAN: AABCN9126A,**
- 3.75. **SALASAR DISTRIBUTORS PRIVATE LIMITED, PAN: AAICS0643N,**
- 3.76. **SHIVAM CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0642P,**
- 3.77. **BALAJI RETAILERS PRIVATE LIMITED, PAN: AACCB3792K,**
- 3.78. **MURLIDHAR TRADING PRIVATE LIMITED, PAN: AADCM8779N,**
- 3.79. **EXPRESS COMMODITIES PRIVATE LIMITED, PAN: AABCE3068Q,**
- 3.80. **N K ABAAS PRIVATE LIMITED, PAN: AABCN7821Q,**
- 3.81. **ADINATH DEVCON PRIVATE LIMITED, PAN: AAICA2134Q,**
- 3.82. **EKDANT PROCON PRIVATE LIMITED, PAN: AACCE3167D,**
- 3.83. **UDAY INFOTECH PRIVATE LIMITED, PAN: AABCU0640C,**



ADDITIONAL ASSISTANT
SECRETARY
27 JUN 2017
KUALA LUMPUR

- 3.84. AASTHA NIKETAN PRIVATE LIMITED, PAN: AAFC7615K,
- 3.85. SITALA DEVCON PRIVATE LIMITED, PAN: AANCS8445F,
- 3.86. BHAGWATI INFRAREALTY PRIVATE LIMITED, PAN: AADCB9832F,
- 3.87. BALGOPAL INFRAPROMOTERS PRIVATE LIMITED, PAN: AADCB9841J,
- 3.88. BADRINATH INFRABUILD PRIVATE LIMITED, PAN: AADCB9834D,
- 3.89. BHOOTNATH INFOTECH PRIVATE LIMITED, PAN: AADCB6920E,
- 3.90. N.K. HIRISE PRIVATE LIMITED, PAN: AACCN1231D,
- 3.91. SHAGUN REALDEV PRIVATE LIMITED, PAN: AANCS8454N,
- 3.92. BHAGWATI INFRAPROMOTERS PRIVATE LIMITED, PAN: AADCB9833E,
- 3.93. BALGOPAL REALDEV PRIVATE LIMITED, PAN: AADCB9840K,
- 3.94. TIRUPATI CONSUMER GOODS PRIVATE LIMITED, PAN: AACCT0183E,
- 3.95. MAYFAIR VYAPAAR PRIVATE LIMITED, PAN: AAECM0340C,
- 3.96. KAMRUP DISTRIBUTORS PRIVATE LIMITED, PAN: AACCK3394E,
- 3.97. EXPRESS CONSUMER GOODS PRIVATE LIMITED, PAN: AABCE3066A,
- 3.98. SHIVAM RETAILERS PRIVATE LIMITED, PAN: AAICS0646K,
- 3.99. TANVI TOWER PRIVATE LIMITED, PAN: AACCT5076A,
- 3.100. NORTH EAST RETAILERS PRIVATE LIMITED, PAN: AABCN9125D,
- 3.101. ADINATH INFRACON PRIVATE LIMITED, PAN: AAICA2133K,
- 3.102. SALASAR CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0645L,
- 3.103. KAMRUP COMMERCIAL PRIVATE LIMITED, PAN: AACCK3395F,
- 3.104. EKDANT INFRAPROPERTIES PRIVATE LIMITED, PAN: AACCE3168N, 3.61 to 3.104 all are existing Companies registered under the Companies Act 1956 having their respective registered offices at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. & P.S. Bhowanipore and all being represented by their Authorized Signatory Shri. Ram Naresh Agarwal (PAN ACYPA1903G), son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata – 700 026, P.O. & P.S. Tollygunge,
- 3.105. UDAY NIWAS PRIVATE LIMITED, PAN: AAACU8216F,
- 3.106. NEW WAYS CONSUMER GOODS PRIVATE LIMITED, PAN: AABCN9879J,
- 3.107. ELITE CONSUMER GOODS PRIVATE LIMITED, PAN: AABCE3067B,



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KOLKATA
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- 3.108. **RIDHI SIDHI NIKETAN PRIVATE LIMITED, PAN: AADCR2855A,**
- 3.109. **TIRUPATI ADVISORY SERVICES PRIVATE LIMITED, PAN: AACCT0182F,3.105 to 3.109** all are existing Companies registered under the Companies Act' 1956 having their respective registered offices at 85, Prince Anwar Shah Road, City High Tower - 3, Flat - 14J, South 24 Parganas, Pin - 700 033, **P.O. Tollygunge & P.S. Charu Market** and all being represented by their Authorized Signatory **Shri. Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata - 700 026, **P.O.& P.S. Tollygunge;**
- 3.110. **MANISHA AGARWAL, PAN: ACSPA5053F** wife of Pawan Kumar Agarwal residing at 135G, S.P. Mukherjee Road, South 24 Parganas, Pin - 700 026, **P.O. & P.S. Tollygunge;**
- 3.111. **KIRAN AGARWAL, PAN: ADAPA1222B** wife of Shri. Shyam Sunder Agarwal residing at 135G, S.P. Mukherjee Road, Kolkata - 700 026, **P.O. & P.S. Tollygunge**, both 3.110 and 3.111 being represented by their Power of Attorney Holder **Shri. Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata - 700 026, **P.O. & P.S. Tollygunge;**
- 3.112. **KYAL RESIDENCY LLP (Formerly known as Kyal Residency Private Limited), PAN: AARFK0385R**, registered under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020, **P.O. Lala Lajpat Rai Sarani & P.S. Bhowanipore**, being represented by its Designated Partner **Sri Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata - 700026, **P.O.& P.S. Tollygunge;**
- 3.113. **ANGELICA REALTY LLP (formerly known as Angelica Realty Private Limited), PAN: ABGFA4583M,**
- 3.114. **TRIMUKH REGENCY LLP (formerly known as Trimukh Regency Private Limited), PAN: AALFT6823H,**
- 3.115. **AKSHI VYAPAR LLP (formerly known as Akshi Vyapar Private Limited), PAN: ABGFA4581K,**
- 3.116. **ARIT DEALCOM LLP (formerly known as Arit Dealcom Private Limited), PAN:**



ADDITIONAL SECRETARY
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- ABGFA4580J,
- 3.117. ELINA DEALERS LLP (formerly known as Elina Dealers Private Limited), Pan: AAGFE0567J,
- 3.118. AQUABLU REALTY LLP (formerly known as Aquablue Realty Private Limited), PAN: ABGFA4579D, existing LLP's from 3.113 to 3.118 are registered under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, South 24 Parganas, Pin - 700 020, P.O. Lala Lajpat Rai Sarani & P.S. Bhowanipore, all being represented by its Authorised Signatory Sri Ram Naresh Agarwal (PAN ACYPA1903G), son of Late Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata - 700026, P.O.& P.S. Tollygunge,
- 3.119. SILVERLING REALTY LLP (Formerly known as Silverling Realty Private Limited), PAN: ADEFS1596G,
- 3.120. DUMONT REALTY LLP (Formerly known as Dumont Realty Private Limited), PAN: AAMFD8009Q,
- 3.121. MORVEN REALTY LLP (Formerly known as Morven Realty Private Limited), PAN: ABDFM8667R,
- 3.122. FOXTAIL REALTY LLP (Formerly known as Foxtail Realty Private Limited), PAN: AAEFF9017G,
- 3.123. BHUVI DEALTRADE LLP (Formerly known as Bhuvi Dealtrade Private Limited), PAN: AAQFB9535R,
- 3.124. SILVERBELL REALTY LLP (Formerly known as Silverbell Realty Private Limited), PAN: ADEFS1602H,
- 3.125. DELMON REALTY LLP (Formerly known as Delmon Realty Private Limited), PAN: AAMFD8063G,
- 3.126. SUPERNOVA REALTORS LLP, PAN: ACYFS6635B,
- 3.127. REDMAPLE REALTORS LLP, PAN: AATFR3959C,
- 3.128. WATERTOWN ESTATES LLP, PAN: AACFW1929N, 3.119 to 3.128 all are existing LLPs registered under the Limited Liability Partnership Act' 2008 having their registered office at 36/1A, Elgin Road, South 24 Parganas, Pin - 700 020, P.O. Lala Lajpat Rai Sarani &P.S.

- Bhowanipore and all being represented by their **Designated Partner Shri. Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kolkata – 700 026, **P.O. & P.S. Tollygunge**;
- 3.129. DANTA CITYHOMES PRIVATE LIMITED, PAN: AAECD8483B,**
- 3.130. STHIRA NIRMAN PRIVATE LIMITED, PAN: AATCS4460L,**
- 3.131. INESH REALBUILD PRIVATE LIMITED, PAN: AADC13865K,**
- 3.132. PADMESH ESTATES PRIVATE LIMITED, PAN: AAHCP4374Q,**
- 3.133. PADMESH SKYSCRAPPER PRIVATE LIMITED, PAN: AAHCP4622K,**
- 3.134. TRIMUKH SKYSCRAPER PRIVATE LIMITED, PAN: AAECT8174B,**
- 3.135. AKSAKA DEALTRADE PRIVATE LIMITED, PAN: AAMCA5226H,**
- 3.136. KIRATI HOMES PRIVATE LIMITED, PAN: AAFCK3550K,**
- 3.137. ROCANA BUILDERS PRIVATE LIMITED, PAN: AAGCR8542M,**
- 3.138. ASLESHA RESIDENCY PRIVATE LIMITED, PAN: AAMCA5911H,**
- 3.139. OMANA TRADECOM PRIVATE LIMITED, PAN: AABCO9711C,** 3.129 to 3.139 all are the existing companies registered under the Companies Act' 1956 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, South 24 Parganas, Pin – 700 020, **P.O.& P.S. Bhawanipore** and all represented by their **Authorized Signatory Shri. Anand Agarwal (PAN ACIPA8719Q)**, son of Shri. Jagdish Prasad Agarwal, PAN: ACIPA8719Q, residing at Green Valley, Block – E, Kaikhali, Chiriamore, Kolkata – 700 136, **P.O. & P.S. Airport**;
- 3.140. ANGELICA VINIMAY PRIVATE LIMITED, PAN: AAJCA9846J** having its registered office at 84A, Chitta Ranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700 012 **P.O. & P.S. Bowbazar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;
- 3.141. LILY COMMOTRADE PRIVATE LIMITED, PAN: AACCL1308F** having its registered office at 1st Floor, Shop No. 30 & 31, 545/1, G. T. Road (South), Shyam Market, Howrah – 711 101 **P.O. & P.S. Shibpur**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;

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- 3.142. **CORNFLOWER ENCLAVE PRIVATE LIMITED, PAN: AAEC6075G** having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001 **P.O. & P.S. Burrobazar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;
- 3.143. **MAGNOLIA TRADELINK PRIVATE LIMITED, PAN: AAHCM0527C** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 **P.O. & P.S. Burrobazar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;
- 3.144. **CAMERTON PROPERTIES PRIVATE LIMITED, PAN: AAFCC6660C** having its registered office at BE - 61, Sector - I, 1st Floor, Salt Lake, North 24 Parganas, Pin – 700 064, **P.O. & P.S. Bidhannagar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;
- 3.145. **CAMERTON DEVELOPERS PRIVATE LIMITED, PAN: AAFCC6663B** having its registered office at BE - 61, 1st Floor, Sector - I, Salt Lake, North 24 Parganas, Pin – 700 064, **P.O. & P.S. Bidhannagar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;
- 3.146. **YASHOMATI PROPERTIES PRIVATE LIMITED, PAN: AAACY5109M** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 **P.O. & P.S. Burrobazar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, **P.S. Bartala, P.O. Beadon Street**;
- 3.147. **ALPINIACOMMOTRADE PRIVATE LIMITED, PAN: AAJCA9845M** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Shop No. 3, Kolkata – 700 001 **P.O. & P.S. Burrobazar**; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing



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- at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.148. **POPPY TRADELINK PRIVATE LIMITED, PAN: AAGCP8205K** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 P.O. & P.S. Burrobazar; being represented by its **Authorized Signatory Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.149. **GLADIOLUS BUILDERS PRIVATE LIMITED, PAN: AAFCG6194D** having its registered office at BE - 61, 1ST Floor, Salt Lake, Sector – I, Kolkata – 700 064, P.O. & P.S. Bidhannagar; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.150. **DELPHINIUM PROJECTS PRIVATE LIMITED, PAN: AAECD1075B** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Kolkata – 700 001 P.O. & P.S. Burrobazar; being represented by its **Authorized Signatory Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.151. **PERIWINKLE PROMOTERS PRIVATE LIMITED, PAN: AAGCP4038A** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 P.O. & P.S. Burrobazar; being represented by its **Authorized Signatory Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.152. **FREESIA VENTURES PRIVATE LIMITED, PAN: AABCF8877A** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 Kolkata - 700 001 P.O. & P.S. Burrobazar; being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.153. **KALAYOGI ENCLAVE PRIVATE LIMITED, PAN: AAFCK3943A** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No.3, Kolkata - 700 012 P.O. & P.S. Bowbazar; being represented by its Authorized Signatory Shri. Siddhartha Bhalotia (PAN



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ADIPB6092L) son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;

- 3.154. **DEVPUJANINFRATECH PRIVATE LIMITED, PAN: AAECD4403D** having its registered office at 14, Netaji Subhash Road, Kolkata – 700 001, P.O. Burrabazar, P.S. Hare Street;being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.155. **TORONADONIWAS PRIVATE LIMITED, PAN: AAECT7178H** having its registered office at 53/4, P.N. Middy Road, North 24 Parganas, Pin – 700 056, P.O. Belghoria, P.S. Nimta;being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;
- 3.156. **RICARDIA VINCOM PRIVATE LIMITED, PAN: AAGCR3671K** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Kolkata – 700 012 P.O. & P.S. Bowbazar, being represented by its Authorized Signatory **Shri. Siddhartha Bhalotia (PAN ADIPB6092L)** son of Shri. Ram Gopal Bhalotia, residing at 32A, Beadon Row, Beadon Street, Kolkata – 700 006, P.S. Bartala, P.O. Beadon Street;(hereinafter jointly referred to as the **CO-OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includetheir respective successors – in-office and/or assigns) of the **ONE PART.**

AND

4. **SOUTHWINDS PROJECT LLP,PAN:ABJFS2172D**, a limited liability partnership firm, having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, South 24 Parganas, Pin – 700020, P.O.& P.S. Bhowanipore, being represented by Shri.Sidharth Pansari(PAN AFYPP8910K), son of Shri. Nand Kishore Pansari residing at 7, Lovelock Street, Kolkata – 700019, P.O. & P.S. Ballygunge hereinafter referred to as the **"DEVELOPER"** (which



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expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and/or assigns) of the **OTHER PART.**

5. **WHEREAS:**

- 5.1. The Co-Owners No. 3.1 to 3.109 have been jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the 1054 Decimals of land (be the same a little more or less) situated at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur, Touzi No. 412, J.L. No. 77, District South 24 Parganas, (hereinafter referred to as the said **Property** which is more fully and particularly described in **Part II** of the **First Schedule** hereunder written) free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions, attachments, trusts of whatsoever nature save and except charges created against the property in favour of AXIS Bank, Corporate Banking Branch, Kolkata.
- 5.2. The Co-Owners No. 1 to 109 in 2010 had mutually decided to appoint Srijan Manik Developers LLP to develop the Said Property by constructing a Residential Housing Complex ("Complex") comprising of multistoried buildings and by developing the necessary infrastructure, amenities and facilities for use and enjoyment of the complex, collectively the "Project".
- 5.3. The said Srijan Manik Developers LLP subsequently became Southwinds Project LLP on and from 22.11.2013.
- 5.4. Thereafter both the parties i.e. the Co-Owners No. 3.1 to 3.109 and the Developer i.e. Southwinds Project LLP jointly decided to record the mutually agreed terms and conditions between them into a Development Agreement and subsequently registered the same on 30th September, 2013 before DSR IV, South 24 Parganas and duly recorded in Book No. I, CD Vol. No. 39, Pages 3272 to 3320, Being Deed No. 07675 for the year 2013 (hereinafter referred to as the **First Development Agreement**).



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5. 5. Thereafter Co-Owners No. 3.110 to 3.112 expressed their interest to become a part of the ongoing development and jointly decided to contribute their land being 17.98 decimal **Revised Land** which is more fully and particularly described in **Part III** of the **First Schedule** hereunder written to the said project and the Co-Owners No. 1 to 109 also decided to include the said additional area of 17.98 decimal of land into the project, the same being adjacent to the existing land i.e. of the Project. As a result, the earlier Development Agreement being No. 07675 for the year 2013 needed to be changed accordingly as the quantum of land and number of land owners had increased.
5. 6. Subsequently the Co-Owners No. 1 to 112 and the Developer jointly agreed to execute a revised Development Agreement recording the modified area; parties thereto and then newly agreed terms and conditions and thus executed the same on 09.03.16 and registered the said new Development Agreement on 14th March, 2016 before ARA I, Kolkata which was duly recorded in Book No. I, Vol. No. 1901-2016, Pages 72499 to 72598, Being Deed No. 190102043 for the year 2016 (hereinafter referred to as the **Revised Development Agreement**).
5. 7. One of the said newly agreed terms of the **Revised Development Agreement** was that the Co-Owners would have the option to take the value of its share in the constructed area as per prevailing market price.
5. 8. The Co-Owners thus decided to accept the value of the constructed area of their respective Allocation instead of Constructed area to be allotted to them and subsequently the Developer through letter dated 10th March, 2016 paid 70% of the existing market value of the Constructed area of Co-Owner's No. 3.1 to 3.112 allocation to all the Co-Owners No. 3.1 to 3.112.
5. 9. Thereafter certain dispute arose between the Co-Owners No. 3.1 to 3.112 and the Developer



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in course of implementation of terms and conditions of the Revised Development Agreement dated 14th March, 2016, Being Deed No. 190102043 for the year 2016 and to resolve the disputes both the parties mutually decided to refer the matter to a Sole Arbitrator as mutually decided by the parties to hold proceeding under the Arbitration and Conciliation Act, 1996. The Parties thereto being Co- Owners 3.1 to 3.112 and the Developer mutually agreed to refer the matter to Mr. C.P. Kakrania; the **Sole Arbitrator**. The Arbitrator passed an order dated 16.02.2017 directing both the parties to share the revenue generated from the sale proceeds of the constructed area of the said Project in the ratio of 16% and 84% between Co-owners and Developers respectively. It was also recorded in the said Arbitration Order dated 16.02.2017 that the Developer may extend the said project by adding new lands and that the revenue to be given to the New Land Owners would also be as per the newly agreed ratio of 16% .

5. 10. Subsequently in accordance to the order dated 16.02.2017 of the Arbitrator; the Co-Owners and the Developer once again decided to increase the area of project by 397.12 decimal of land, being land lying adjacent to the existing land of 1071.98 decimal (hereinafter referred to as the **New Land** which is more fully and particularly described in **Part IV** of the **First Schedule** hereunder written) and owned by 44 nos. of Land Owners; being Co-Owners 3.113 to 3.156 herein. Thus the area of the project stands increased to 1469.1 Decimals.
5. 11. The Co-Owners No. 3.1 to 3.156 now jointly absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the 1469.1 Decimals of land (be the same a little more or less) situated at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur, Touzi No. 412, J.L. No. 77, District South 24 Parganas, (more fully described in Part I of the **First Schedule** hereunder written and hereinafter referred to as the **Said Land**) free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions, attachments, trusts of whatsoever nature have decided to develop the said Project through the Developer for commercial exploitation by constructing multi storied buildings,



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under the new revised terms and conditions.

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

6. Subject Matter of Agreement

- 6.1 Development and Commercial Exploitation of Said Land:** Agreement between the Co-Owners and the Developer with regard to development and commercial exploitation by constructing multi storied buildings, hereinafter called the **Project/Complex**, (in the manner specified in this Agreement) over the land containing and measuring an area of **1469.1 Decimals of land (be the same a little more or less) lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas** situate lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas, State of West Bengal, described in the **1st Schedule** below (**Said Land**).

7. Definitions

In these presents unless there is something repugnant to or inconsistent with the following words shall have the following meaning -

- 7.1. APARTMENT:** shall mean all the residential apartments to be built and constructed by the Developer in the said project.
- 7.2. ARCHITECT:** shall mean such person or persons who may be appointed by the Developer as Architect of the project.
- 7.3. ASSOCIATION:** shall mean any Company incorporated under the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society that may be



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formed of and by the Co-owners for the common Purposes having such rules, regulations and restrictions as be deemed proper and necessary by the Co-owners but not inconsistent with the provisions and covenants herein contained.

- 7.4. **BUILDING PLAN**: would mean such plan or plans to be prepared by the Architect for the construction of the building or buildings, to be sanctioned/re-sanctioned by the Rajpur Sonarpur Municipality and/or any other competent authorities as the case may be.
- 7.5. **FIRST DEVELOPMENT AGREEMENT**: shall mean the development agreement entered upon by Co-Owners No. 3.1 to 3.109 and the Developer i.e. Southwinds Project LLP on 2nd July, 2013 and subsequently registered the same on 30th September, 2013 before DSR IV, South 24 Parganas and duly recorded in Book No. I, CD Vol. No. 39, Pages 3272 to 3320, Being Deed No. 07675 for the year 2013.
- 7.6. **NEW BUILDINGS** : shall mean new buildings each constituting of ground floor and upper floorsthereof containing independent and self-contained flats and the ground floor containing utilities and car parking spaces for parking of motor cars and amenities/areas for common use and/or show rooms and office space).
- 7.7. **NEW LAND**:shall mean the 397.12decimal land jointly owned by the Co-Owners No. 3.113 to 3.156.
- 7.8. **PROJECT**: shall mean the entire joint venture project to beundertaken by the Developer for development of the said land at its own costs and expenses known as **SOUTHWINDS**.
- 7.9. **PROPORTIONATE OR PROPORTIONATELY**: according to the context shall mean the proportion in which the built up area of the said Unit may bear to the built-up area of all the Units in the new buildings **PROVIDED THAT** where it refers to the share of the



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Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

7. 10. **PURCHASERS:** according to the context shall mean all the prospective or actual buyers for the time being have agreed to purchase any Unit in the said complex.
7. 11. **REVISED DEVELOPMENT AGREEMENT:** shall mean the development agreement entered upon by Co-Owners No. 3.1 to 3.112 and the Developer i.e. Southwinds Project LLP on 9th March, 2016 and subsequently registered the said new Development Agreement on 14th March, 2016 before ARA I, Kolkata and duly recorded in Book No. I, Vol. No. 1901-2016, Pages 72499 to 72598, Being Deed No. 190102043 for the year 2016.
7. 12. **REVISED LAND:** shall mean the 17.98 decimal land jointly owned by the Co-Owners No. 3.110 to 3.112.
7. 13. **SAID LAND:** shall mean the land more fully and particularly described in the Part I of the First Schedule hereunder written.
7. 14. **SAID PROPERTY:** shall mean the 1054 decimal land jointly owned by the Co-Owners No. 3.1 to 3.109.
7. 15. **SALE REVENUE:** shall mean revenue so generated from sale of Units or Space by the Developer to the intending Purchasers, which includes Base Sale Price, Right to use car parking, Preferred Location charges, Floor Escalation Charges, Extra charges but excludes Deposits.



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7. 16. **SPECIFICATION:** shall mean the specification as may be decided by the Developer.
7. 17. **SUPER BUILT-UP AREA:** according to the context shall mean and include the plinth area of all the constructed space in the said new buildings (including the thickness of the external and internal walls thereof and columns therein and for each unit, the plinth area of the said unit and all other units in the new buildings (including the thickness of all the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two Units, then one half of the area under such wall or column shall be included in the area of each such Unit) plus proportionate share of common service areas as shall be determined by the Developer.
7. 18. **TITLE DEEDS:** shall mean the documents of title of the Co-Owners and their Vendors.
7. 19. **TRANSFER:** with its grammatical variations shall include transfer by possession and by way other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchasers thereof as per law.
7. 20. **TRANSFeree** shall mean a person, firm, limited company and association of persons to whom any saleable space in the building or buildings would be transferred.
7. 21. **UNIT OR SPACE:** shall mean all the commercial spaces or units for showroom or office to be built and constructed by the Developer in the said project.
7. 22. Words importing singular shall include plural and vice versa.
7. 23. Words importing masculine gender shall include feminine or neuter gender and vice versa.



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8. Representations, Warranties and Background

8.1 Co-Owners' Representations: The Co-Owners have represented and warranted to the Developer as follows:

8.1.1 Ownership of the Co-Owners: The Co-Owners are in absolute and peaceful possession and enjoyment of the said entire plots of land without any obstruction and interference from anywhere. Particulars of Titles are mentioned in the **Second Schedule** below of these presents.

8.1.2 Co-Owners to Ensure Continuing Marketability: The Co-Owners ensure that Ownership titles of the Said Land shall remain marketable and free from all encumbrances till the completion of development of the Said Land.

8.1.3 No Previous Agreement: The Co-Owners undertake that neither they have leased out, mortgaged, nor any Agreement for sale, transfer, development of the Said Land with any other person/s or any other entity entered into save and except the previous registered development agreements being First Development Agreement and Revised Development Agreement.

8.1.4 No Requisitions or Acquisitions: The Said Land or any part thereof is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings have been received or come to the notice of the Co-Owners and the Said Land is not attached under any Decree or Order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

8.1.5 The Authority of Parties: The Parties hereto have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

8.1.6 No Prejudicial Act: The Co-Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the



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said Complex or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the Said Land or the project or on the Developer.

8.2 Developer's Representations: The Developer has represented and warranted to the Co-Owners as follows:

8.2.1 Infrastructure and Expertise of Developer: The Developer is carrying on business in the real estate sector and having compatible infrastructure and expertise in this field.

8.2.2 No Abandonment: The Developer shall not abandon, delay or neglect the project of development of the Said Land and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Land.

8.3 Decision to Develop: Pursuant to preliminary discussion held between the parties, the Co-Owners and the Developer of the Said Land, have decided to jointly develop the Said Project on the Said Land wherein the Co-Owners will offer land & Developer will put its expertise and major funds needed for the project to develop the same. The salient terms of the understanding between the Parties are that the Developer shall have **84% share (Eighty four percent)** in the total sale revenue of the Project and the Co-Owners collectively shall have **16% (Sixteen Percent)** share in the total sale revenue of the Project. It is further agreed between the parties that the sale Revenue (Receivable) for the Co-Owners shall be divided among themselves as given herein below:

| 37.5% of Co-Owner's Allocation | 37.5% of Co-Owner's Allocation | 25% of Co-Owner's Allocation |
|---------------------------------------|--|--|
| Co- Owners' 3.52 to 3.128 | Co- Owners' 3.15 to 3.18, 3.19 to 3.22, 3.23 to 3.48, 3.49 to 3.51, 3.140 to 3.156 | Co- Owners' 3.1 to 3.14 & 3.129 to 3.139 |



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8.4 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions for the said Complex are being recorded by this Agreement.

9. Basic Understanding

9.1. Development of Said Land and Commercial Exploitation of Said Complex: The Parties have mutually decided to take up the development of the Said Land by way of construction of multi storied buildings thereon and commercial exploitation of the same with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

9.2. Nature and Use of Said Complex: The Said Complex shall be constructed in accordance with Architectural Plans (**Building Plans**) as prepared by an architect (**Architect**) and approved by the appropriate authority, as a complex comprising of primarily residential buildings (with construction of commercial buildings at the discretion of all the Co-Owner) and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common.

9.3. Appointment of Contractors etc. : The Co-Owners confirm that the Co-Owners have authorised the Developer to appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Land, at their own costs and expenses.

9.4. Meeting Together: The Developer as well as the Co-Owners shall meet together at least once in every month or such other interval as may be mutually decided, to discuss all the matters relating to the project such as cost of project, status of construction, quality of material used, sales strategy and status and/or other finance matter.

9.5. No Liability for Taxes:: The Co-Owners shall not be liable for any income tax, wealth tax or any other Taxes in respect of amount of revenue received by Developer towards its share and



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vice-versa the Developer is also not liable for the amount of revenue received by the Co-owners towards their share.

9. 6. Nomination: The Developer can nominate any person/persons or any other entity in its place for Development of the Said Land, subject to approval of the Co-owners and the legal compliance in that regard, if any.

9. 7. Sale of Respective shares of the Co-Owners: Upon Consent of the other Co-Owners, a Co-Owner can sell and/or transfer its proportionate share in the said project to any or all the Co-Owners without effecting this Agreement. In such event a supplementary to this agreement shall be executed amongst the prevailing Co-owners, which would be treated as part and parcel to this Agreement.

9. 8. Modification in Revenue (receivable) share: It is the mutual covenant of the parties hereto that the share in revenue (receivable) can be modified at subsequent stage hereinafter upon written consent of all the parties hereto.

10. Development and Commencement

10. 1. Development: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6.1 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement.

10. 2. Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (**CommencementDate**) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and all saleable spaces in the Said Complex are transferred and sold or till this Agreement is terminated in the manner stated in this Agreement.

10. 3. Post completion maintenance of the Project: The Developer shall frame a scheme for the management and administration of the Buildings and the maintenance shall be handed



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over if required to a professional agency. The Co-Owner hereby agrees to abide by all decisions taken by the Developer for the management of the common affairs of the Buildings and the Complex.

11. Pre-Sanction Activities, Sanction and Construction

11. 1. Payment of Land Revenue: The Developer shall make payment of upto date land revenue in respect of the Said Land.

11. 2. Architects and Consultants: The Co-Owners confirm that the Co-Owners have authorized the Developer to appoint the Architect and other consultants for development of the Said Land. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Co-Owners shall have no liability or responsibility.

11. 3. Sanction of Plan: The Developer shall make its best endeavour to have the plan sanctioned by Rajpur Sonarpur Municipality within six months from the date of submission thereof and for the said purpose, act do and perform all acts deeds and things as may be necessary or expedient.

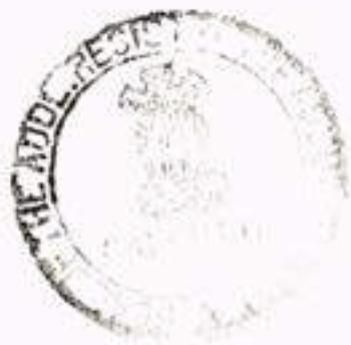
11. 4. Construction of Said Complex: The Developer shall, at its own costs and expenses construct, erect, and complete the Said Complex in accordance with the sanctioned Building Plans. In this regard it is clarified that **(1)** the Said Complex may, at the option of the Developer, be constructed and delivered in phased manner and **(2)** the Said Complex may be separate and distinct clusters of new buildings with some common amenities.

11. 5. Commencement of Construction: The Developer shall start construction of the proposed complex within a period of six months from the date of obtaining sanction and possession of the said land whichever is later.



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- 11. 6. Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Project shall be developed in Phases and the Developer shall construct, erect and complete the respective phase within **60 (Sixty) months** from the date of commencement of construction (**Completion Date**) of the said phase provided however the Completion Date may be extended by mutual consent between the parties.
- 11. 7. Temporary Connections:** The Developer shall be authorized in the name of the Co-Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Land, upon payment of all usage charges.
- 11. 8. Modification of Building Plans:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer within the permissible limits of the Planning Authorities in consultation with the Co-Owners.
- 11. 9. Responsibility of the Co-Owners:** The Co-Owners will be involved in all major matters but shall not indulge in any activities which may be detrimental to the development of the Said Land and/or which may affect the mutual interest of the Parties. The Co-Owners shall provide all co-operation that may be necessary for successful completion of the said complex.
- 12. Powers and Authorities**
- 12.1 Power of Attorney for Construction and Sale:** Simultaneously with the execution of this Agreement, the Co-Owners have granted to the Developer and/or its nominees a Power of Attorney for construction of the Said Complex and to negotiate and sale of the apartments/ flats in the said complex and receive consideration therefor and shall also issue money receipt(s) to the intending purchaser. The Co-Owners shall grant the power to the Developer to execute, admit and/or present, register Agreement for Sale, Deed of Conveyance or any other documents as to be required from time to time.



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12.2 Further Acts: Notwithstanding grant of the aforesaid Power of Attorney, the Co-Owners hereby undertake that it shall be executed without any dispute as and when necessary (1) Agreements for Sale and Conveyances for Sale, if required (2) all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

13. Financials

13.1 Project Finance: The Developer shall be entitled to raise construction finance in its name for carrying out the development of the said premises and in order to secure such construction finance to create a mortgage of the said premises in favour of such banks / financial institutions, without creating any financial or other liability upon the Owner (or without the Owner in any manner as co-obligor or guarantor, being in any manner liable for the same), It is expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for repayment of any dues of such banks / financial institutions. For the purpose of creating mortgage of the said premises in favour of such banks / financial institutions, the Developer shall for itself and on behalf of the Owners, be entitled to deposit the original title deeds of the said premises and for that purpose, the Developer for itself and on behalf of the Owners shall be entitled to execute appropriate financing documents with such banks / financial institutions. If required, the Owners shall also sign all such financing documents as per standard form used by such banks / financial institutions for the purpose of confirming such security creation of the Developer's rights in the Project in favour of such banks / financial institutions, without assuming any liability and upon such clause being clearly mentioned in such document. It is made clear that the Owners' Share shall always be free from all mortgages, charges.

14. Dealing with Constructed Area.

14.1 Marketing: It has been agreed that the complex will be marketed mainly through marketing agent to be appointed by Developer with prior approval of the Co-Owners.