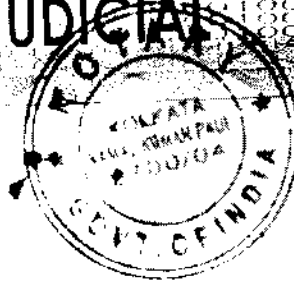




पश्चिम बंगाल WEST BENGAL

L 243632



DEVELOPMENT AGREEMENT

1. Date: 9th December, 2011
2. Place: Kolkata
3. Parties:
 - 3.1 Power Point Buildcon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.2 Aadharzeela Dealers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

KAMAL KUMAR PATHI
ADVOCATE, GOVT. OF INDIA
Regd. No. 2700/04
M.M.'s. Court
273, Bank Street, Kolkata - 700 004

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High Court A.S.

SAHA & RAY
Advocates
3A/1, 3rd Floor, Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata - 700001



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



- 3.3 Adharseela Tower Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.4 Power Point Dealers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.5 Power Point Reality Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.6 Sun View Infracon Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street

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Kolkata - 700 001

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High Court A.B.

SAHA & RAY
Advocates
100, 101, 102, Hastings Chambers
Ch. Shankar Rao Road
Mumbai - 400 001

- 3.7 **Aadharseela Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.8 **Riya Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 27, Brabourne Road, Kolkata-700001, Police Station Bowbazar
- 3.9 **Paramount Trexim Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.10 **Power Point Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.11 **Power Point Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.12 **Siddha Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.13 **Barberry Commotrade Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
- 3.14 **Camellia Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Narayani Building, 27, Barbourne Road, Kolkata-700001, Police Station Hare Street
- 3.15 **Camomile Tie-Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
- 3.16 **Gladiolus Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Narayani Building, 27, Barbourne Road, Kolkata-700001, Police Station Hare Street
- 3.17 **Goldenrod Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
- 3.18 **Adishakti Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 35A, Ballygunge Park, Kolkata-700019, Police Station Karaya
- 3.19 **Apricot Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street
- 3.20 **Awesome Pramoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 35A, Ballygunge Park, Kolkata-700019, Police Station Karaya
- 3.21 **Edelweiss Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street

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- 3.22 **Parsley Barter Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Narayani Building, 27, Brahmand Road, Kolkata-700001, Police Station Hare Street
- 3.23 **Wonder Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.24 **Digvijay Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
- 3.25 **Tropex Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Kolkata-700016, Police Station Park Street
- 3.26 **Unnati Sales Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
(collectively Owners, includes successors-in-interest and/or assigns)

And

- 3.27 **Siddha Sphere LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 6th Floor, 99A Park Street, Kolkata-700016, Police Station Park Street
(Developer, includes successors-in-interest and/or assigns)

Owners and Developer individually Party and collectively Parties.

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

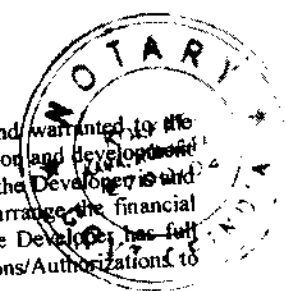
4. Background

- 4.1 **Ownership of Said Property:** The Owners are the joint owners and possessors of land admeasuring 244 (two hundred and forty four) decimal equivalent to 7 (seven) *bigha* 7 (seven) *cottah* 9 (nine) *chittack* and 41.4 (forty one point four) square feet together with structures thereon, situate, lying at contained in R.S./L.R. Dag Nos. 620, 621, 622, 623, 624 and 625, recorded in L.R. *Khatian* Nos. 2020, 2021, 2022, 2023, 2024, 2025 and 2174, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within Rajarhat-Bishnupur I No. Gram *Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, described in the Schedule below and delineated on the Plan attached and bordered in colour Red thereon (Said Property). The Plan attached to this Agreement forms a part of this Agreement.

- 4.2 **Owners' Representations:** The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens* (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development of the Said Property (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or persons or firm or Company or any body (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have full right, power and authority to enter into this Agreement (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement AND (7) the Owners have at their own costs and expenses obtained Sanctioned Plans (defined below) and the same is still valid and subsisting.

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- 4.3 **Developer's Representations:** The Developer has represented and warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 4.4 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property including the benefit of the Sanctioned Plans, by virtue of which the Developer shall be entitled to construct and commercially exploit new residential buildings (collectively **New Buildings**) on the Said Property (Project) on the basis of the sanctioned building plans obtained by the Owners (**Sanctioned Plans**, which includes all sanctioned/permissible modifications to be made thereto by the Developer, if any, from time to time) from the Rajarhat Bishnupur 1 No. Gram Panchayet and other concerned authorities (collectively **Planning Authorities**) and prepared by Massieurs Agarwal & Agarwal, Architects (**Architects**).
- 4.5 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.
5. **Appointment and Commencement**
- 5.1 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.
6. **Sanction and Construction**
- 6.1 **Sanction of Building Plan:** Although the Sanctioned Plans have already been sanctioned by the Planning Authorities, the Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, modification and/or extension and/or addition of the Sanctioned Plans to ensure that full potential of FAR of the Said Property shall be utilized for construction of the New Buildings. It is clarified that, the Developer shall be responsible for obtaining all municipal and other approvals needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate) and all costs and fees for sanctions and clearances shall be borne and paid by the Developer.
- 6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architects and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.
- 6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**) and other specified facilities.

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

6.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.

7. **Possession**

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

8. **Powers and Authorities**

8.1 **Power of Attorney With Regard to Sanctioned Plans:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Sanctioned Plans ravalidated/modified/alterd/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.

8.2 **Power of Attorney for Construction and Sale of Spaces:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for construction of the New Buildings and booking and sale of the flats and spaces (collectively Units) in the New Buildings to prospective purchasers (collectively Intending Purchasers).

8.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to perform all obligations under this Agreement.

9. **Owners' Consideration**

9.1 **Owners' Consideration:** In consideration of the Owners granting development right of the Said Property to the Developer, the Developer shall, in the manner mentioned below, pay to the Owners the following sums along with the following interest (collectively Owners' Consideration). The Owners' Consideration includes (1) reimbursement of cost/value of land including costs and expenses incurred in relation for betterment of title and/or removing the encumbrances (2) reimbursement of cost of the Sanctioned Plans and (3) reimbursement of costs of all promotional activities incurred by the Owners. The Owners shall have the first charge till full payment of the Owners' Consideration to the Owners by the Developer. In consideration of the Developer agreeing to pay the Owners' Consideration to the Owners, the Developer shall be entitled to develop the Said Property in the manner mentioned in this Agreement and shall be entitled to sell, transfer, encumber or otherwise alienate or dispose off the Said Property and/or any Unit comprised in the Said Property to any third party at the sole discretion of the Developer and in the manner as may be deemed fit by the Developer and to appropriate entire consideration therefor without any claim of any nature whatsoever of the Owners.

9.2 **Mode of Payment of the Owners' Consideration:** The Developer shall pay to the Owners the Owners' Consideration in the following manner:

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Sl	Owners	Land Cost and Other Reimbursements (Rs.)	Payment (Rs.)
1	Power Point Buildcon Pvt. Ltd.	73,60,000.00	Within 6 (six) calendar months from the date hereof
2	Aadharseela Dealers Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
3	Aadharseela Tower Pvt. Ltd.	32,40,000.00	Within 6 (six) calendar months from the date hereof
4	Power Point Dealers Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
5	Power Point Reality Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
6	Sun View Infracon Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
7	Aadharseela Tie Up Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
8	Riya Projects Pvt. Ltd.	75,50,000.00	Within 6 (six) calendar months from the date hereof
9	Paramount Trexim Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
10	Power Point Tie Up Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
11	Power Point Tracom Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
12	Siddha Projects Pvt. Ltd.	80,90,000.00	Within 6 (six) calendar months from the date hereof
13	Barberry Commotrader Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
14	Camellia Barter Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
15	Camomile Tie-Up Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
16	Gladiolus Vinimay Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
17	Goldenrod Vinimay Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
18	Adishakti Promoters Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
19	Apricot Barter Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
20	Awesome Promoters Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
21	Edelweiss Tie Up Pvt. Ltd.	49,30,000.00	Within 6 (six) calendar months from the date hereof
22	Parsley Barter Pvt. Ltd.	81,90,000.00	Within 6 (six) calendar months from the date hereof
23	Wonder Vyapaar Pvt. Ltd.	26,10,000.00	Within 6 (six) calendar months from the date hereof
24	Digvijay Tie Up Pvt. Ltd.	25,80,000.00	Within 6 (six) calendar months from the date hereof
25	Tropex Vanijya Pvt. Ltd.	25,30,000.00	Within 6 (six) calendar months from the date hereof
26	Unnati Sales Pvt. Ltd.	25,80,000.00	Within 6 (six) calendar months from the date hereof

- 9.3 **Default by Developer in Making Payment:** If the Developer fails to pay the Owners' Consideration, partially or wholly, to the Owners and/or any Owner within the time specified above, the Developer shall be liable to pay interest @ 10% (ten percent) per annum compounded annually to the Owners and/or the Owner for the unpaid amount from the date of default and till the date of payment of such due amount.

10. **Obligations of Developer**

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- 10.1 **Compliance with Laws:** The development of the Said Property shall commence and the Said Property shall be developed as per the Sanctioned Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the least risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 10.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.
11. **Obligations of Owners**
- 11.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 11.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 11.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 11.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 11.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.6 **No Dealing with Said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof.
- 11.7 **Execution of Sale Agreements, Conveyances etc.:** The Owners hereby covenant that the Owners at the request of the Developer shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the Project in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.
- 11.8 **No Objection to the Developer and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Said Property/Units:** The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.
12. **Miscellaneous**
- 12.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 12.2 **Essence of the Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises including the payment promises contained in this Agreement shall be the essence of this contract.

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- 12.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 12.5 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 12.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 12.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 12.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 12.9 **Name of Project:** The name of the Project shall be "Siddha Sphere" (a Siddha Riya Project).
- 12.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.
- 12.11 **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
13. **Defaults**
- 13.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
14. **Force Majeure**
- 14.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

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

15. **Counterparts**

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

16. **Severance**

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

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

- 16.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

17. **Reservation of Rights**

- 17.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.
- 17.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

18. **Notice**

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

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C/AM's House
Bhubaneswar
751 005

As per the deed
Sd/-

09 DEC 2011

21. Execution and Delivery

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

FOR RIYA PROJECTS PVT. LTD.

Sanjay Kumar Singh
Director

DIGVIJAY TIE UP PRIVATE LIMITED

Sanjay Kumar Singh
Director

Barberry Commotrade Pvt. Ltd.

Sanjay Kumar Singh
Director

CAMELIA BARTER PVT. LTD.

Sanjay Kumar Singh
Director

UNNATI SALES PRIVATE LIMITED

Pradip Kumar Kedia
Director

GLADIOLUS VINIMAY PVT. LTD.

Siddha
Director

FOR CAMOMILE TIEUP PVT. LTD.

Siddha
Director

GOLDENROD VINIMAY PVT. LTD.

Pradip Kumar Kedia
Director

PARSLEY BARTER PVT. LTD.

Siddha
Director

EDELWEISS TIE UP PVT. LTD.

Narish
Director

APRICOT BARTER PVT. LTD.

Narish
Director

AWESOME PROMOTERS PVT. LTD.

Siddha
Director

ADISHAKTI PROMOTERS PVT. LTD.

Abinash More
Director

Siddha Projects Pvt. Ltd.

Sana
Director

POWER POINT BUILDCON PVT. LTD.

Sana
Director

AADHARSEELA DEALERS PVT. LTD.

Sana
Director

POWER POINT DEALERS PVT. LTD.

Sana
Director

AADHARSEELA TOWER PVT. LTD.

Sana
Director

AADHARSEELA TIE UP PVT. LTD.

Sana
Director

PARAMOUNT TREXIM PVT. LTD.

Sana
Director

POWER POINT REALITY PVT. LTD.

Sana
Director

POWER POINT TRACOM PVT. LTD.

Sana
Director

POWER POINT TIE UP PVT. LTD.

Sana
Director

SUN VIEW INFRACON PVT. LTD.

Sana
Director

Tropex Vaniya Private Limited

Sana
Director

Wonder Vyapar Private Limited

Sana
Director

SIDDHA SPHERE LLP

Sana
Designated Partner

IDENTIFIED BY
Rajesh Agarwal
ADVOCATE

Witnesses:

Signature Ruma Das

Name RUMA DAS

Father's Name Sh. P. R. Bhuiya

Address 99A, Park Street

Kolkata-700 016

Signature Rajesh Agarwal

Name RAJESH AGARWAL

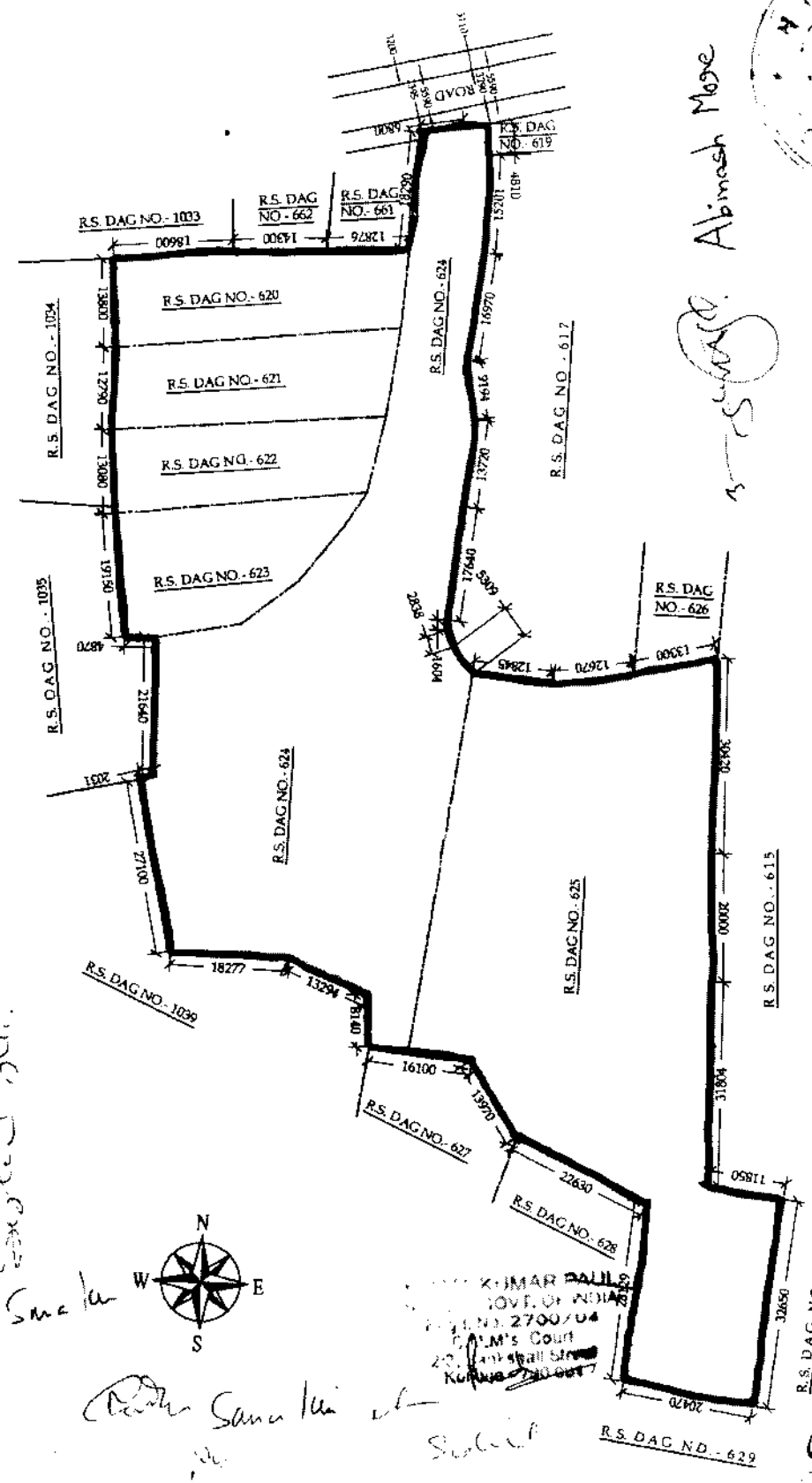
Father's Name SRI OM PRAKASH AGARWAL

Address 99A, PARK STREET

SIDDHA PARK, KOLKATA-700 016



09 DEC 2011



Abimash More

Radip Kumar Kedi's

Sanjay Kumar Singh

Shri. Suresh Kumar

09 DEC 2019

Surveyed by

Sanjay

Sanjay Kumar Singh

Sanjay

Dated

Day of

20

09 DEC 2011

09 DEC 2011



In the Matter of :
Instrument 'A'
And
In The Matter of :

NOTARIAL CERTIFICATE

Kamal Kumar Paul

B.Sc., B.A. (Spl.) LL.B.
Advocate & Notary
(Govt. of India)

Residence:

289, Swamiji Sarani, Kalindi (West)
Kolkata - 700 048

Phone : 8464 5528 (Resi), Mobile : 98316 08335
E-mail : paul_kamalkumar@yahoo.com