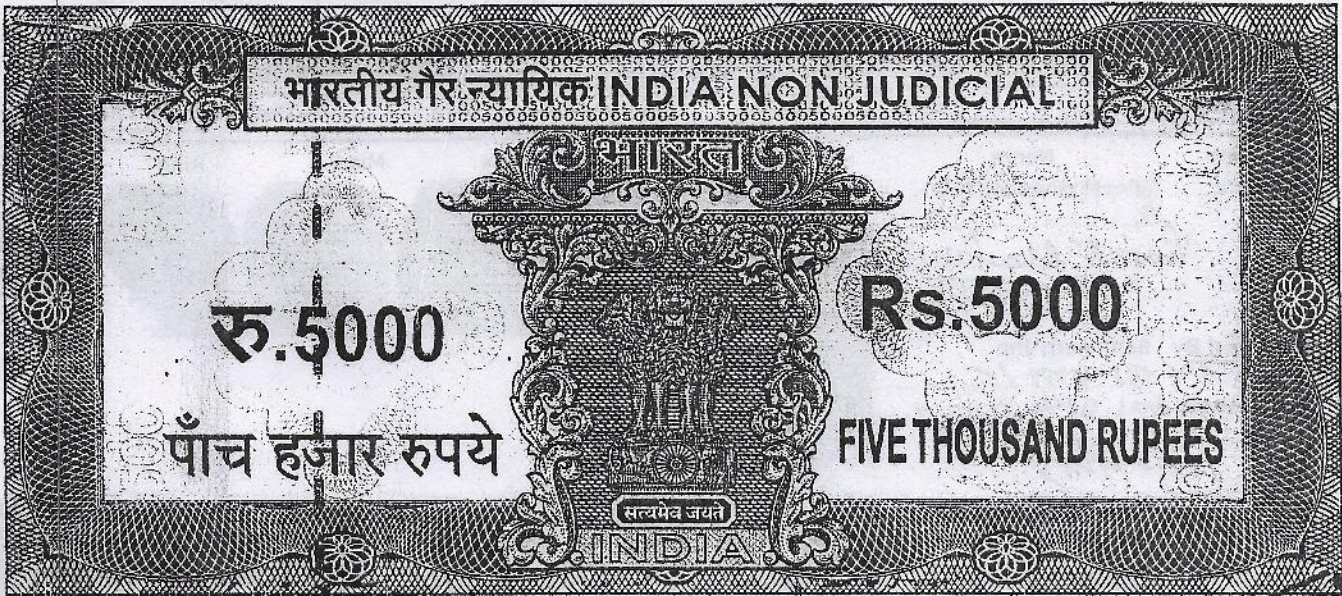


Serial No. 2472

Development Agreement Chandigarh

Book No. :- 1 Deed No. 2405



बिहार BIHAR

Serial No. 2472

568955

Deed No. 2405

पुस्तक नं. 11/02/2013 को Bijay Agarwal (Director) द्वारा यह निबन्धन हेतु उपस्थापित किया गया। इसमें कुल 185780 मुद्रांक शुल्क एवं रु 760 निबन्धन तथा अन्य शुल्क का भुगतान किया गया। देखा कि, प्राह्य किया गया निबन्धन अधिकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया। उनका नाम, फोटो, अंगुलियों के निष्पादन एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं. 2405 के रूप में पुस्तक सं. 1 की जिल्द सं. 35 के पृष्ठ सं. 29 से 47 तक CD 6 में आज निबन्धित एवं कुल 21 पृष्ठों में संधारित किया गया।

दिनांक-11/02/2013

SCORE 20

सुकुमार झा
निबन्धन पदाधिकारी

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT
made on this the 11th day of February, 2013.

NLBD MARKETING PVT. LTD

Director

SHADAM INFRA DEVELOPERS PVT. LTD.

Vineet Shadani
11/2/13
MANAGING DIRECTOR

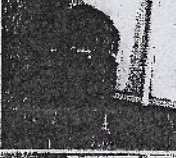
District Registry Office, Gaya

Token Number 2620

Reg. Year 2013

Serial Number 2472

Deed Number 2405

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Vineet Bhadani(M.D.)						
Sig.	<u>Vineet Bhadani</u> 11/2/13						
Identified By	Baidhnath Jha						
Sig.	<u>Baidhnath Jha</u> 11/02/13						
Executant	Bijay Agarwal(Director)						
Sig.	<u>Bijay Agarwal</u> 11/2/13						
Presented By	Bijay Agarwal(Director)						
Sig.	<u>Bijay Agarwal</u> 11/2/13						

SCORE Ver.3.0

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Biometric Captured By 3500sop007

NLBD MARKETING PVT. LTD

Director

11/2/13

BETWEEN

NLBD Marketing Pvt. Ltd., a Company incorporated under the Companies Act, 1956 [PAN No. AACCN0093P], having its registered office at 7, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 700 013 through Mr. Bijay Agarwal [PAN No. ADDPA3803F], S/O Late Niranjanlal Agarwal, Director of NLBD Marketing Pvt. Ltd., resident of 50/1, Sri Aurobinda Road, Salkia, Howrah -711106 hereinafter called and referred to as the "OWNER" (which term of expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the FIRST PART. (Age 56 years)

NLBD MARKETING PVT. LTD.

Director

11/2/13

AND

BHADANI INFRA DEVELOPERS PVT. LTD., a Company, incorporated under the Companies Act [PAN No. AAFCB2602K] carries on business of sale, purchase, acquire of immoveable properties and develop the properties as developer and other work as mentioned in the Memorandum of Association of Company with its office at Katari Hill Road, Gaya-823001, Bihar, through its MANAGING DIRECTOR Mr. VINEET BHADANI [PAN No. AIEPB4405G], S/O of Sri Ravindra Nath Bhadani at Katari Hill Road, GAYA-823001 hereinafter called and referred to as the "DEVELOPER" (which term of expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the OTHER PART. (Age 43 years)

WHEREAS:

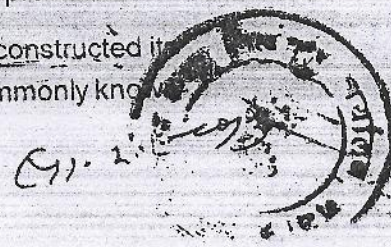
BHADANI INFRA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/13

(A) The property an identified, divided, separated and demarcated part of which is the subject matter of this agreement originally belonged to Govt. of India which was recorded in the Record of Rights as "Keshere Hind" and which was transferred to National Textiles Corporation Ltd., a company incorporated under the Companies Act 1956 having its registered office at premises no. 7, Jawahar Lal Nehru Road, Kolkata-700013 by the Central Government of India under the Applicable statutory provisions.

(B) That the National Textile Corporation Ltd., constructed its Cotton Factory and quarters for its employees commonly known as



as Gaya Cotton & Jute Mill. The Gaya Cotton & Jute Mill, was an Unit of the aforesaid National Textile Corporation Ltd. Under the provisions of Sick Textiles Undertakings (Nationalization) Act, 1974 the same was declared a sick Unit and it was closed. The name of National Textile Corporation Ltd was duly recorded in the Municipal as well as Anchal Records. The National Textile Corporation Ltd. was thus the absolute owner of the said entire property free from all encumbrances, charges, claims, demands, trusts, mortgages and lispendens whatsoever and howsoever was in actual physical vacant peaceful possession and enjoyment thereof ever since until the time mentioned hereinafter. The name of the said owner was also recorded in recent survey operation and also recorded in Anchal record & malguagari was duly paid.

(C) That the Board for Industrial & Financial Reconstruction (BIFR) considering closure and sickness of Unit sanctioned the rehabilitation scheme vide its order dated 15.02.2002 and thereby approved the sale of its assets including surplus land by floating tender fixing date of bidding. The bidding was held on 20.02.2007 and knocked down for a sum of Rs. 9,02,00,000/- (Rupees Nine Crores Two Lacs only) in favour of the owner hereinabove named viz. NLBD Marketing Pvt. Ltd. of 7, Ganesh Chandra Avenue, 3rd Floor Kolkata-700013. The OWNER accordingly deposited the bid amount and an absolute registered sale deed was executed by the said National Textile Corporation Ltd. on 03.06.2008 in favour of the owner, whereunder and whereby the owner has acquired valid legal and marketable title to the entire properties measuring 29.30 Acres of the land, detail of which are fully given in the aforesaid registered sale deed. Dated 30.09.2008, Deed No.-12318, Book No.-1, Volume No.-159, Manual Volume No.-317, Page No.-172 to 186, C.D. No.-25, Token No.-8935, Year 2008 Registry Office Gaya.

(D) That the owner is desirous to develop the said part of premises which comprises of the said total area of land with old and dilapidated brick built house building messuage and tenements as also of some tin shed, structures.

(E) That the parties hereto have discussed and it has been in principle agreed and decided that the Developer shall develop and make construction at the said premises at its own costs and expenses.

NLBD MARKETING PVT. LTD.

Director

11/2/13

DR. K. K. RAJ DEVELOPERS PVT. LTD.

Nivedita K. Raj
11/2/13
MANAGING DIRECTOR



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
RECORDED THAT THE PARTIES HERETO HAVE AGREED TO
AS FOLLOWS:

ARTICLE I: DEFINITION

In these presents unless there is something repugnant to or
inconsistent with the context:

1. **TITLE DEEDS** shall mean the deeds, documents, etc.
concerning the property, the detail of which is given below in the
First Schedule of this Agreement.
2. **LAND AND PREMISES** shall mean an identified, divided,
separated and demarcated part or portion of the said entire land
measuring about 15580 Sq. ft. which is hereinafter referred to as
the said premises lying situate and comprises in the at Chhotki
Nawada Revenue Village Kandi Nawada Thana No.189 Survey
ward no. 1, Municipal ward no. 1 (old) and 4 (new) commonly known
as Gaya Cotton & Jute Mill (Now known as **BALAJI NAGAR**)
together with all buildings and structures built and standing thereon.
3. **BUILDING** shall mean the proposed building, the open
spaces and other structures to be built, erected and constructed at
the said premises containing several independent and self
contained flats, commercial spaces (if permitted by the sanctioned
building plans) and car parking spaces and other constructed
spaces and open or covered areas intended to be constructed on
the said premises in accordance with the building plan to be
sanctioned by the Gaya Municipal Corporation as described in
the Second Schedule, hereunder written.
4. **COMMON FACILITIES AND AMENITIES** shall include the
corridors, lifts, stairways, passageways, drive ways, common
lavatories, pump house, overhead water tank, water pump and
motor, Generator and other facilities required for the establishment,
location, enjoyment, provisions, maintenance and/or management
of the building as mentioned in the Second Schedule hereunder
written.
5. **SALEABLE SPACE** shall mean all the open and covered
spaces in the building capable of being transferred for exclusive
use of the Purchasers thereof after making due provisions for

NLBD MARKETING PVT. LTD.

Director

11/2/13

WINDUP MARK DEVELOPERS PVT. LTD.

Surekha D. D. D.
11/2/13



common facilities and the space required therefor.

6. OWNER'S ALLOCATION shall mean proportionate 40% [forty percent] of the total saleable space (super built up area) in the building to be constructed at the said premises including the proportionate share in the land and in the common facilities, areas and amenities and the roof which is as under:-

3rd Floor: Entire

4th Floor: Entire

5th Floor: Balance of 40% in several flats

7. DEVELOPER'S ALLOCATION shall mean the remaining 60% [sixty percent] of the total saleable space (Super built up area) in the building to be constructed at the said premises after allocation to the Owner's allocation as mentioned above including proportionate undivided share in the common facilities areas and amenities and the roof.

8. ARCHITECT shall mean such person or persons who may be appointed by the Developer with the approval of the Owner from time to time as Architect of the building on the said premises.

9. BUILDING PLAN shall mean such plan to be prepared with approval of the Owner, by the Architect for the construction of the building to be sanctioned by the Gaya Municipal Corporation in respect of the said premises.

10. TRANSFER with its grammatical variations shall include transfer by possession and by way of other means adopted for effecting what is understood as a transfer in multistoried building to Purchasers thereof as per law.

11. TRANSFEREE shall mean a person, firm, limited company, and association of person to whom any saleable space in the building would be transferred.

12. SPECIFICATION shall mean the specification as mentioned in the Second Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

NLBD MARKETING PM. Ltd

Director

11/2/13

Nivedita B. Gaur
11/2/13



13. UNIT OR FLAT shall mean all the residential apartments and/or other space or spaces or Units capable of being independently purchased held and enjoyed by the prospective buyers which are to be built and constructed by the Developer according to the building plan sanctioned by the GAYA MUNICIPAL CORPORATION.

14. Name of the project/building will be "BALAJI TOWER".

15. Words importing singular shall include plural and vice-versa.

ARTICLE II: COMMENCEMENT

This Agreement shall be deemed to have commence on and with effect from 11th day of February, Two Thousand Thirteen.

ARTICLE III: OWNER'S REPRESENTATIONS

1. The Owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said premises, as described in the Schedule below.

2. The said premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, whatsoever or however.

ARTICLE IV: DEVELOPMENT RIGHTS

1. The Owner grants subject to what has been herein provided exclusive right to the Developer to build upon and to exploit commercially the said premises and to construct a new multistoried building thereon in accordance with the plan or plans to be sanctioned by the Gaya Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer in the name and on behalf of the Owner at the Developer's cost and the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said premises.

NIBD MARKETING PVT. Ltd

Director

11/2/13

ORPANKHI IN-HA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/13



3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof to the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereto and other than to deal with Developer's allocation after providing the Owner with the Owner's Allocation.

ARTICLE V: POSSESSION & CONSTRUCTION

1. Upon possession being taken, the said premises would be held by the Developer and/or on behalf of and in trust for the Owner for the purpose of carrying out the construction in terms of this Agreement.

2. Till such time the Owner's allocation is constructed and made over by the Developer to the Owner, the Developer shall hold the entire constructed area for and/or on behalf of and in trust for the Owner and shall not in any way deal with, dispose of, encumber or part with possession thereof to any third party or parties save and except entering into agreements for sale with prospective purchasers in respect of Units forming part of the Developer's Allocation.

3. Till such time, the Developer makes over possession of the Owner's Allocation to the Owner within the time and in the manner mentioned herein, the Developer shall not sell or deliver possession of the Developer's Allocation to anyone. The Developer shall however be entitled to enter into agreements for sale of the Developer's Allocation or any part thereof and to receive part payment/advances. The provisions of this agreement would be made aware of by the Developer to the prospective Purchaser or Purchasers and any agreement with the prospective Purchaser or Purchasers would have reference of this agreement.

4. Time shall be the essence of the contract in this regard provided that if any delay is caused due to Force Majeure, the time during which the Developer was prevented from carrying out its obligations shall be added to the respective Schedules.

GLOBAL MARKETING PVT. LTD.

B. S. Suresh
Director
11/2/13

GLOBAL INFRA DEVELOPERS PVT. LTD.

Vivek B. Bhandari
11/2/13
MANAGING DIRECTOR

91.2.13

ARTICLE VI: PROCEDURE

1. The Owner shall grant to the Developer and/or one of its nominees a General Power of Attorney as may be required for the purpose of applying for the required permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up matters with the Gaya Municipal Corporation and other authorities, to discuss and negotiate with the existing tenants, to enter into Agreements for Sale with intending Purchasers in respect of the Developer's Allocation, to receive advances from intending Purchaser for proposed sale of area falling within the Developer's allocation. Such Power of Attorney shall be prepared at the cost and expenses of the Developer but shall be subject to approval by the Owner.

2. Apart from the execution of the Power of Attorney(s), the Owner hereby undertakes that he shall sign, as and when necessary, all papers, documents, plan etc. for the purpose of development of the said premises only in order to enable the developer carry out and perform its obligations in terms of this agreement.

ARTICLE VII: DEALINGS OF SPACES IN THE BUILDING

1. The Owner shall be entitled to transfer or otherwise deal with the Owner's Allocation in the building without in any way affecting the right and interest of the Developer or any person claiming through him.

2. The developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to deal therewith or dispose of the same without any right, claim or interest therein whatsoever of the Owner or any person claiming through him/them subject to the conditions mentioned herein before applicable in that regard.

3. No formal Deed of Transfer in respect of the Owner's Allocation shall be required or needed and as the Owner's allocation shall be deemed to have been built and/or executed on its own account.

SHRI RAM KUMAR PVT. LTD.

B. S. Singh

11/2/13

SHRI RAM KUMAR PVT. LTD.

Vinod K. Singh

MANAGING DIRECTOR

11/2/13



4. The Developer shall not be entitled to execute and register the conveyance in respect of his allocation in the new building or part with possession thereof to any Purchaser or Purchasers until and unless the Developer delivers satisfactorily possession of the Owner's Allocation in the new building to the Owner.

5. In so far as necessary, all dealings by the Developer in respect of sanction of plans and erection of the building shall be in the name of the Owner. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owner.

6. The Owner shall execute the Deed of Conveyance or conveyances in respect of saleable space in respect of the Developer's allocation in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the developer PROVIDED HOWEVER the costs of such Conveyance or Conveyances including stamps and registration expenses and all other expenses including Advocate's fees shall be borne and paid by the Developer or its nominees.

ARTICLE VIII: BUILDINGS

1. The Owner and the Developer already allocated their respective allocations in the new building already defined herein above. The allocation of each party will only be in the form of complete units/flats built in accordance with the sanctioned building plan. After earmarking their respective allocations, the same shall stand appropriated against the respective allocations of the parties herein. While earmarking such allocation, if any area is found to be in excess of the allocation of any of the parties, the party to whom such excess area would be allocated, would pay to the other party value thereof at the prevailing market rate.

2. The Developer shall at his its own costs construct erect and complete the proposed building at the said premises in accordance with the sanctioned plan with such materials and with such specifications as is mentioned and detailed in the First Schedule hereunder written or as may be recommended by the Architect from time to time.

NLBD MARKETING PVT. Ltd

Director

11/2/13

SHALINI INFRA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/13

9/11/2013

3. The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain quotas entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building.

4. All costs charges and expenses including but not limited to Architect's fees, suppliers, creditors, labour and contractors etc. shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context.

5. As from the date of making over possession any liability becoming due on account of the Municipal rates and taxes as also other outgoings in respect of the said premises and till such time as the possession of the said Owner's Allocation is delivered by the developer to the owner, shall be borne and paid by the Developer. All arrear GAYA MUNICIPAL CORPORATION tax shall be paid by the developer out of which 50% so paid shall be reimbursed by the owner and/or deducted by the Developer at the time of making payment of First installment of the adjustable Security Deposit agreed to be paid by the Developer to the owner.

ARTICLE IX: CONSIDERAION

1. In consideration of the Owner having agreed to permit the Developer to construct erect and complete the building on the said premises, the Developer agrees to make over to the Owner as detailed earlier the Owner's Allocation after construction of the building which would remain the sole and absolute property of the Owner subject however to the Owner complying with the terms and conditions herein contained.

2. In addition to the consideration herein agreed to be paid the Developer agrees:

NLBD MARKETING P.M. LTD.

B. P. P.
Director

11/2/13

GRAND INFRA DEVELOPERS PVT. LTD.
Naveet B. Jain
11/2/13
MANAGING DIRECTOR



- a) To obtain at its own costs and expenses all necessary permission and/or approval and/or consent from all statutory and other authorities save as otherwise provided in this agreement.
- b) To pay the cost of supervision of the development and construction of the building at the said premises.
- c) To bear all costs, charges and expenses for construction of the building at the said premises in pursuance of the specification mentioned in the Second Schedule hereunder written.

ARTICLE X: REFUNDABLE SECURITY DEPOSIT

1. The Developer shall deposit with the Owner a sum of Rs. 15,00,000 (Rupees Fifteen Lacs only) (by cheque no. 123505 through S.B.I. (main branch) PBB, Gaya) as and by way of interest free Refundable Security Deposit which shall be paid immediately on execution hereof.
2. The amount deposited with the Owner as mentioned hereinabove shall be refunded by the Owner to the Developer within 15 days of the Developer intimating the Owner after obtaining completion certificate from GAYA MUNICIPAL CORPORATION, that the Owner's allocation have been completed and is ready to be handed over to the Owner or on the date the Owner actually takes possession of the Owner's Allocation, whichever date is earlier. In the event the Owner fails to refund the said deposit, the same will be adjusted by the developer by appropriation of such part of the Owner's allocation as may be necessary to square up such deposit.

ARTICLE XI: COMMON FACILITIES

1. As soon as the building is completed in every respect including water and drainage connection and arrangement of Electricity the Developer shall give a written notice to the Owner requiring the Owner to take possession of the Owner's Allocation in the building accompanying therewith a certificate of the Architect to the effect that the building has been completed in accordance with the sanction plan, the Owner shall within 15 (fifteen) days from the date of service of such notice take possession of Owner's

11/20 MARKETING PM. 1/13

Director

11/2/13

ORPUN INERA-DEVELOPERS PVT. LTD.

Niraj K. Singh

MANAGING DIRECTOR

11/2/13

(41.2.2013)



allocation or shall be deemed to be in such possession and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, due and other public outgoings and impositions whatsoever payable in respect of the Owner's Allocation. The said rates is to be apportioned prorate with reference to the saleable space in the building if they is levied on the building as a whole from the date of taking over the possession from the Developer.

2. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever.

3. As and from the date of service of notice of possession the Owner shall also be responsible to pay and bear and shall forth with pay on demand to the Developer the Maintenance charge in respect of the common facilities in the new building payable with respect to the Owner's allocation. The rate of such Maintenance Charge will be fixed mutually by the developer and the Owner.

4. Any transfer of any part of the Owner's Allocation in the new building shall be subject to the provisions hereof and the Owner shall thereafter be responsible in respect of the space transferred to pay the said rates and Maintenance Charges for the common facilities.

ARTICLE XII: COMMON RESTRICTIONS

The Owner's Allocation in the building shall be subject to the same restrictions and use as is applicable to the Developer's Allocation in the building intended for common benefits of all occupier of the building which shall include the following:

1. Neither party shall use or permitted to be used the respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

NLBD MARKETING PVT. LTD.

Director

11/2/13

SHRI RAM INFRA DEVELOPERS PVT. LTD.

Managing Director

11/2/13

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2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural change either major or minor without the written permission in this behalf.

3. Both the parties shall abide by all laws, bye laws, rules and regulations of the government local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations.

4. The respective buyers shall keep the interior walls, sewers, drain, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other flat Owner and/or occupiers of the building indemnified from and against the consequences of any breach.

5. Neither party shall do or cause or permit to be done any act or thing which may render void and avoidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach. No goods or any other article shall be left for display or otherwise in the corridors or all other places of common use and enjoyment in the building and no hindrance shall be caused in any manner. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

ARTICLE XIII: OWNER'S OBLIGATION

1. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from dealing with the Developers allocation in the building or at the said premises provided the Owner's Allocation is made over to the Owner.

NLBD MARKETING PVT. LTD

B. J. Jeyaraj

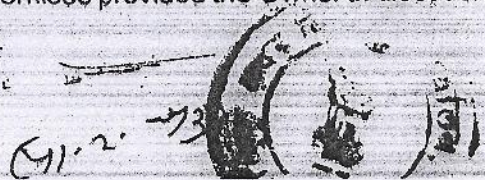
Director

11/2/13

MARKET RESEARCH & ANALYTICS PVT. LTD.

Vineet N. Nair
11/2/13

MANAGER



2. The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer.

3. The Owner may appoint its own engineer for inspection of the building at its own cost from time to time.

4. The Owner shall subject to compliance by the developer of his obligations hereunder, deliver the vacant possession of the premises to the developer.

ARTICLE XIV: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owner to get the plan sanctioned within 30 days from Gaya Municipal Corporation complete the construction of the building within 30 months from the date of sanction of building plans by the Gaya Municipal Corporation.

2. The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable to construction of the said building.

3. The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying leasing, assigning and/or disposing of any of the Owner's Allocation in the Building at the said premises.

ARTICLE XV: DEVELOPERS INDEMNITY

1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any act or omission or failure of the Developer in relation to the construction of the said building.

2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of Developer's actions with regard to the Development of the said premises and/or in the matter of construction of the building and/or for any defect therein.

KLBD MARKETING
11/2/13
Director

GHADANI INFRA DEVELOPERS PVT. LTD.
11/2/13
MANAGING DIRECTOR



ARTICLE XVI: MISCELLANEOUS

1. The Owner and the Developer have entered into this Agreement purely as a contract between principle and principle and nothing contained herein shall deemed to be construed as a partnership between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.
2. The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
3. All Agreement for Sale and the Deed of Conveyance in respect of Units forming part of both the Owner's allocation and the Developer's Allocation will be similar and shall contain identical covenants. For the purpose of maintaining such uniformity, an Advocate of the project shall be appointed by the parties to prepare the model Agreement for Sale to be entered into with intending Purchasers of Units, forming part of both the Owner and Developer's allocations and will also prepare the "model deeds of Conveyance" to be executed in favour of Purchasers of both the Owner's and Developer's Allocations.
4. The Owner and the Developer hereby agree to abide by all the rules and regulations to be framed by any Society/Association/ Company which will be in charge of the management of the affairs of the Building or buildings and/or common parts thereof and also they hereby agree that their respective transferees and/or successors in interest will abide by such rules and regulations. Such rule and bye-laws will be framed by the said Society/ Association/Company by its Advocate.
5. If this agreement is required to be registered, the stamp duty and registration charges shall be paid and borne by the Developer.
6. In the event the Developer fails and/or neglects to apply for sanction of the building plans within 30 days from the date hereof

NLBD MARKETING PVT. LTD.

Director

11/2/13

ORISSA INFRA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/13

91-2



or complete the construction of the proposed building(s) within a period of 30 months from the date of obtaining sanction of building plans by the Gaya Municipal Corporation in spite of the Owner having strictly complied with all their obligations under this Agreement, the Developer shall pay to the Owner a sum of Rs.2500/- (Rupees Two Thousand Five Hundred only) per day as liquidated damages for each day of delay in completion of the project beyond the agreed period. The entire amount payable by the Developer on account of such damages will be paid to the Owner before execution of Deed of Conveyance in respect of the Developer's Allocation.

ARTICLE XVII: FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations has been prevented by the existence of the "Force Majeure" and the party shall be suspended from the obligation during the duration of the "Force Majeure".

2. "Force Majeure" shall mean acts of God, flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Labour Unrest, Strike, order of Injunction and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVIII: ARBITRATION

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or determination of any liability touching these presents shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereof and the place of ARBITRATION shall be at Kolkata.

THE FIRST SCHEDULE ABOVE REFERRED TO (Purchasers of the said premises)

ALL THAT 15580 Sq.ft. of land situated at Moh-Chhotki Nawada (BALAJI NAGAR) Revenue village Kandi Nawada Survey Thana Chandauti Dist. Gaya, Thana No.189. Survey Ward No. 1, Municipal Ward No. 1 Old & 4 New the detail of which is given below:- (Location other Road) (Land Value 70,34,000/-)

Seventy Lac Thirty Four thousand only)

NLBD MARKETING PVT. LTD.

Director

11/2/17

INFRA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/17



Page 2 of 3

<u>Khata No.</u>	<u>Plot No.</u>	<u>Block No.</u>	<u>Area</u>
215 (old)	525 (old)	From 273	15580 Sq.ft.
28 (old)	526 (old)	to 282	
152 (old)	527 (old)	MIX Block No.A	
	230(New)		

MEASUREMENT

North to South : 102 ft (Eastern Side)
North to South : 94.6 ft (Western Side)
East to West : 158.8 ft.(Northern side)
East to West : 158.6 ft.(Southern side)

BOUNDARY

North :- 40 ft wide Road.
South :- Block No. 283 to 287.
East :- Hindustan Press.
West :- 20 ft wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION AND SPECIFICATIONS OF CONSTRUCTION AND AMENITIES

1. Structure - RCC (M20 or M25) as per structure designer suggestion
2. Brick Work - 1:6 in 10 inch wall & 1:5 in 5 inch wall
3. Plaster - 1:6 in Wall & 1:5 in RCC
4. Flooring - 24 inch X 24 inch vitrified tiles
5. Wall Finishes
 - a. Internal - Putty with Cement Primer excluding Bathroom & Kitchen
 - b. External - Cement Plaster
6. Painting
 - a. Internal - With one coat cement primer.
 - b. External - Water proof Acrylic Paint

NLBD MARKETING PVT. LTD.

Director

11/2/13

ORISSA INFRA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/13



7. Doors - Door Frames in Hardwood, Shutters in Designer Flush Doors
8. Windows - Aluminum section sliding windows with net & glass.
9. Electrical - Concealed copper wiring and good quality switches with required points.
10. Plumbing - Concealed plumbing with PPR & First Quality CP fittings
11. Lobby - Decorative Ground Floor and all other Floors Lobby shall be provided
12. Loft - One Loft in each flat as per engineer suggestion
13. Lift - Branded company.
14. Overhead Water Tank - As per technical advice.
15. Kitchen - Granite Top with 3 feet DADO of good quality Ceramic Tiles
16. Bathroom - 7 feet DADO of good quality Ceramic Tiles & Flooring of Ceramic Tiles
17. Exterior - Commercial floor will be exclusive as per Architect suggestion.
18. Bed Room floor - 24 inch X 24 inch vitrified tiles
19. Corridor - 24 inch X 24 inch vitrified tiles
20. Stairways - Granite/Vitrified tiles
21. Passage Ways - 24 inch X 24 inch vitrified tiles
22. Drive Ways - as per architect design
23. Common Lavatories - 7 feet DADO of good quality Ceramic Tiles & Flooring of Ceramic Tiles
24. Pump Houses - as per architect design
25. Water Pump & Motor - Branded ISO/ISI quality
26. Generator - Silent Generator Branded ISO/ISI quality to maintain supply 1 KW to each unit or flat, all Common Area including lift and Water pump and motor

NLBD MARKETING PVT. LTD

Director

11/2/13

SHIVANI INFRA DEVELOPERS PVT. LTD.

MANAGING DIRECTOR

11/2/13



91-2-23

27. Security Guard Room - as per architect design

IN WITNESS WHEREOF, THE OWNERS AND THE DEVELOPER HAVE THEIR RESPECTIVE SIGNATURE AND SIGNED AGREEMENT ON DATE FIRST HERIN BEFORE STATED AFTER FULLY UNDERSTANDING THE CONTENTS OF THESE PARENTS IN PRESENCE OF THE WITNESSES NAMED BELOW:

Signature of First Party
NLBD MARKETING PVT. LTD

[Signature]
11/2/13 Director

Signature of Second Party

BHADANI INFRA DEVELOPERS PVT. LTD.
[Signature]
11/2/13 MANAGING DIRECTOR

NLBD MARKETING PVT. LTD

Director

11/2/13

BHADANI INFRA DEVELOPERS PVT. LTD.

[Signature]
11/2/13 MANAGING DIRECTOR

WITNESSES:

1. S.K. Saraf S/o Late. Sankhuanath Saraf
Balan Nagar Chotki Newada.
C.A.Y.A. 11/2/13

2. *[Signature]*
1401.99, 2/10/13
1301.239 79/41 11/02/13
11/02/13
11/02/13 - BVH 5177993

Drafted By: *[Signature]*

Dated: 11-02-13



Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 185780/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 5000/-
Amt. paid through Bank Challan Rs. 181540/-

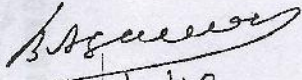
Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	45	C	0	H1b	0	K1a	0	Lii	0	LLR	0	420
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	250	J1	0	K2	0	Na	45			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										340		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										760			

Date: 11/02/2013

G. 2. 2013
Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya Sadar on Monday, 11th February 2013 by Bijay Agarwal (Director) Late Niranjan Lal Agarwal by profession Others. Status - Executant


11/2/13
Signature/L.T.I. of Presentant

Date: 11/02/2013

G. 2. 2013
Registering Officer
Gaya Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Baidhnath Jha' age '60' Sex 'M', 'Late Thakur Jha', resident of 'Chhotki Nawada Ps-Delha, gaya'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 11/02/2013

G. 2. 2013
Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Gaya Sadar in Book 1 Volume No. 35 on pages on 27 -47 , for the year 2013 and stored in CD volume No. CD-6 year 2013 .The document no. is printed on the Front Page of the document.

Date : 11/02/2013

Token No. : 2620

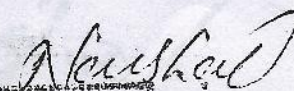
Year : 2013

S.No. : 2472

SCORE Ver.3.0

Deed No. : 2405

(39717) 2013
H. 2. 2013
Registering Officer
Gaya



अनुसूची 14 - फारम सं० 184।

①

(122)

नामान्तरण (दाखिल-खारिज) के आवेदन पर तहसीलदार या अमीन की रिपोर्ट का फारम।

नामान्तरण (दाखिल-खारिज) के सं० 1706

सन् 2012-2011

पट्टेदार का नाम

धाना नम्बर

धाना सं० 1827

पट्टेदार का नाम मिथार खट्वा

जिला :- गंगा

लिखें किसे दान बटवारा या
हस्तक्षेपकारी

(1) द्वारा होल्डिंग का (2) अन्तरण

दिनांक द्वारा अन्तरित क्षेत्र का रकबा 29 30 ए० एकड़।

1) धुआँ का रकबा

केबल नं० - 1231/8 R030.9.2008

धुकाया गया मूल्य 9,02,00000/-

2) वहाँ रकबा या महाजन लिखें। खरीदार का पेशा

4) डि० नं० 51/8

क्र.सं.	अभिधारी का नाम	प्लॉट	रकबा	संगान एवं	अभ्युक्ति
7,5,11,16	नामान्तरण (दाखिल-खारिज) के बाद मूल होल्डिंग				810 310, 000/-
28,54,86	मुल्क का मालिक पदाभिधारी	458	0.32	1465200	गढ़ाशाय,
100,103,110	काशी, गंगा कौटन ए०	544	0.19	1465200	आपका धारा दिने गरी
153,175,185	उत्तर मिला गंगा	543	0.63	1465200	अंतरा का पत्र वी० आ०
188,221,208		542	0.24		अ/मालिक को निम्न गंगा
164,190,128		551	0.02		अभावही मुल्क का मालिक
152,215,153		463	0.70		पट्टेदार, गरी का रकबा
169,197,147		528	2.52		उत्तर मिला गंगा के नाम
137,161,171		530	0.81		वर्तमान है। अमीन के प्रति
47,99		526	1.11		रकबा, गरी है। अमीन के प्रति
		550	0.39		हैं। अंतरा का पत्र वी० आ०
		540	0.43		हैं। अंतरा का पत्र वी० आ०
		521	0.33		हैं। अंतरा का पत्र वी० आ०
		520	0.38		हैं। अंतरा का पत्र वी० आ०
		505	0.26		हैं। अंतरा का पत्र वी० आ०
		518	2.24		हैं। अंतरा का पत्र वी० आ०
		466	0.13		हैं। अंतरा का पत्र वी० आ०
	नामान्तरण (दाखिल-खारिज) के बाद मूल होल्डिंग				डिमा का रकबा को सूचना
					डिमा सूचना एवं धुआँ रकबा
					डिमा शीकर भवानी के को
					सूचना के डिमा का नामांतरण
					मिलता आ० वनका है।
					अंतरा का पत्र वी० आ०
					हस्ताक्षर
7,5,11,16	निदेशक, एन०, एन०	458	0.32		
28,54,86	बी० डी०, गंगा कौटन	544	0.19		
100,103,110	काशी, गंगा कौटन	543	0.63		
153,175,185	उत्तर मिला गंगा	542	0.24		
188,221,208	काशी, गंगा कौटन	551	0.02		
164,190,128	काशी, गंगा कौटन	463	0.70		
152,215,153	काशी, गंगा कौटन	528	2.52		
169,197,147	काशी, गंगा कौटन	530	0.81		
137,161,171	काशी, गंगा कौटन	526	1.11		
47,99	काशी, गंगा कौटन	550	0.39		
		540	0.43		
		521	0.33		
		520	0.38		
		505	0.26		
		518	2.24		

1/10/10
28/12/10
N.O. Sumar
27.12.10
C.O

डी० अमीन ए०

तहसीलदार या हस्ताक्षर

नामान्तरण (दाखिल-खारिज) के आवेदन पत्र तहसीलदार या अमीन की रिपोर्ट का फारम।

नामान्तरण (दाखिल-खारिज) के सं०
 प्लॉट का नं० -
 इस्टेट का नाम -
 जिला -
 द्वारा होल्डिंग का (2)
 अन्तरण
 रकबा
 कुल मूल्य 12310/20 30 10000
 9,02,00,000/-
 51/8

अभिधारी का नाम	प्लॉट	रकबा	लगान एवं	अभ्युक्ति
नामान्तरण (दाखिल-खारिज) के बाद मूल होल्डिंग	485	0.75		
महाराज, राजा लाल	485	0.44		
रज्जु लाल	461	0.42		
	459	0.22		
	534	1.19		
	508	0.44		
	516	0.29		
	532	1.07		
	535	0.20		
	537	0.15		
	539	0.06		
	531	1.03		
	529	0.83		
	527	1.36		
	512	0.31		
	525	1.32		
	519	0.38		
नामान्तरण (दाखिल-खारिज) के बाद मूल होल्डिंग	520	0.23		
	521	1.41	523-000	
	499	0.62	479-000	
	511	0.53	504-011	
	496	0.57	510-000	
	495	0.50	512-021	
	494	0.13	498-064	
	503	0.23		
	506	0.19		
	513	0.20		
	515	0.34	29.30	
विशेष नुसार अभ्युक्ति	466	0.44		
निदेशक रज्जु लाल	465	0.44		
डी० माधो-दी० प्राखट	461	0.42		
रिज्जु लाल	459	0.22		
रज्जु लाल	534	1.19		
रज्जु लाल	508	0.44		
रज्जु लाल	516	0.29		
रज्जु लाल	532	1.07		
रज्जु लाल	535	0.20		
रज्जु लाल	537	0.15		
रज्जु लाल	539	0.06		
रज्जु लाल	531	1.03		
रज्जु लाल	529	0.83		
रज्जु लाल	527	1.36		
रज्जु लाल	512	0.31		
रज्जु लाल	525	1.32		
रज्जु लाल	519	0.38		
रज्जु लाल	520	0.23		
रज्जु लाल	521	1.41	523-000	
रज्जु लाल	499	0.62	479-000	
रज्जु लाल	511	0.53	504-011	
रज्जु लाल	496	0.57	510-000	
रज्जु लाल	495	0.50	512-021	
रज्जु लाल	494	0.13	498-064	
रज्जु लाल	503	0.23		
रज्जु लाल	506	0.19		
रज्जु लाल	513	0.20		
रज्जु लाल	515	0.34	29.30	

V. V. S. Kumar
27.12.10
C.O.

तहसीलदार का हस्ताक्षर
 [Signature]
 [Signature]
 [Signature]

रक्षा मासगुजारी ।

पाना वा पाना नम्बर :

फरद मारुकी/फरद रैयती ।

वो सकुनत । नम्बर ।

मराठी लुगडी

प्राची भावली 20301 तफसील हिसाब लगान भावली

जोत का सालाना मांग मय तफसील (बकाया वो हाल) मौजूदा साल का । 189

208, 164
190, 228
152, 169
~~140, 170~~

2/40.50

3140.00

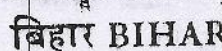
- (२) नाम देहिन्वा

- (१) कल बजाया-

कलकत्ता में तारीख अगस्त सातवीं कलकत्ता

आज महान का वक्ता मालगुदारी पर किसानों के कष्टों पर बिन पर कि कतिपय
करी से) सुद नहीं बिना जाता है ।

10/8/17
M



N 726055

पवन कुमार शिन्हा
मुद्राक विक्रेता
अनु०सं०-3582-83
निर्वाचन कार्यालय प्राम्ग, गया

सच्ची छाया प्रतिलिपि

धास्ते जिला निबंधक
गया



बिहार BIHAR

E 508675



उप निर्देशन नगरपालिका
जमालपुरा के प्रमाण 16/5/09
दिनांक 26.6.2009 को
आयोग के द्वारा 72/5000/-
अर्थात् प्रमाण 72/6000/-

प्राप्त दिनांक 12/05/09
विषय - 100, पथ

फीस

AC	1804000
NE	54-
Sd	500-
P. 100	50-

अंश 2 1804604

THIS INDENTURE made this 23.... day of
06... Two thousand and eight BETWEEN



5.6.2009
जिला अवकाश निबंधक
पथ

S. De Sarkar
General Manager
NTCLD Sub Office at Patna
P. J. 1, Mahatma Road
Patna-700 012
Phone-700 012

No: Deed No:
 No: 8936 of 2008
 Status Name of Party Photo Thumb Index Middle Ring Little

Wanted by Bijay kr. Agarwal(Director)

Signature of Party 23-07-08
 Bijay K Agarwal(Director)

Signature of Party
 Subrat De
 Sarkar(G.M)(Tech)

Signature of Party
 Chandre Shaktar Sharma

Signature of Party
 23-07-08
 Signature of Party
 23-07-08

Sri Sohan Lal ji Sharma

10/07/2008
 23/7/08

S. De Sarkar
 General Manager (Tech)
 NTCLTD Sub-office Kolkata
 G. J. L. Nehru Road
 Kolkata-700 013

G. S. - 2015



BIHAR

सबत कमा - सिद्धा
मार्ग संख्या ६५
मिशन का/मि. १.५. ५५



NTCLD Sub-office
6, J. L. Nehru Rd
Kolkata-700 013
BR-6-07

NATIONAL TEXTILES CORPORATION (WEST BENGAL, ASSAM, BIHAR & GUSSA) LIMITED,
a company incorporated under the companies Act 1956
having its registered office at premises no. 7,
Jawaharlal Nehru Road Kolkata - 700 013 hereinafter
referred to as the VENDOR represented through its
General Manager (Tech.) Sri Subrat De Sarkar, aged
about 57 years, Son of Late P. K. De Sarkar duly
authorised by Board of Directors resolution dated
28.03.2007 and subsequent authorised dated 17.07.2007
(which expression shall unless excluded by or
repugnant to the subject or context be deemed to mean
and include its successor or successors in interest and
assigns) of the ONG SARKAR AND NABD
MARKETING PRIVATE LIMITED a company
incorporated under the Companies Act 1956 having

5-6-2015
जिला अवर निबंधक
गया



बिहार सरकार
जिला निबंधन कार्यालय, गया
Bijay Kr. Agarwal(Director)

दिनांक 30/09/2008 को

हारा यह दस्तावेज

निबंधन हेतु उपस्थापित किया गया। इसमें स० 7216000/- मुद्रांक शुल्क एवं स० 1804979 निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेखकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके परजानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर लिखे अंकित हैं। इसे दस्तावेज सं० 12318 के रूप में पुस्तक सं० 1 की शिर्षक सं० 159 के पृष्ठ सं० 172 से 186 तक CO 25 में आज निबंधित एवं कुल 15 पृष्ठों में संघारित किया गया।

ह०

(Md. Kamal Ashraf)

निबंधन पदाधिकारी

Date : 30/09/2008

5.6.2008
जिला प्रमुख निबंधक
गया

its registered office at 7, Ganesh Chandra Avenue,
2nd Floor, Kolkata-700 013 hereinafter referred to as
the PURCHASER represented through its Director,
Sri Binay Kumar Agarwal aged about 50 years, S/o
Late Niranjan Lal Agarwal residing at 50/1, Sri
Arabinda Road, P.S. Malipanchghara, Howrah-6
(which expression shall unless excluded by or
repugnant to the subject or context be deemed to
mean and include its successor or successors in
interest and assigns) of the OTHER PART.

WHEREAS by virtue of the provisions of Sick Textiles
Undertakings (Nationalisation) Act, 1974 the textile
undertakings of Gaya Cotton & Jute Mills, Gaya
which included the land being all that the piece and
parcel of land containing an area of 29.30 acres more
or less situated at North side of Gaya City by the side
of Gaya-Patna railway line on Eastern side comprised
in the following.

Khata No.	Plot No.	Khata No.	Plot No.
7	458	164	539
7	544	190	531
7	545	128	529
7	542	152	527
5	551	152	512
11	463	215	525
16	528	153	519
28	530	153	507
28	526	169	522
54	550	197	501
86	460	147	499
100	521	147	511
103	520	147	496
103	505	137	495
110	518	137	494
153	466	161	503
175	455	171	506
188	461	47	513
185	465	99	515
221	459	169	523
208	534	137	479
208	508	103	509
208	516	203	510
164	532	152	512
164	535	152	498
164	537	153	524



3-6-07
 Kolkata-700 013
 8, J. L. Nehru Road
 NICLID Sub-office, K. 133

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AND WHEREAS the Central Government had transferred the custody and ownership of the said mill and the said land to the Vendor herein by virtue of the provisions of the said Act.

AND WHEREAS the Vendor thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said land.

AND WHEREAS as said land has been duly mutated with the Gava Municipality.

AND WHEREAS the Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the Vendor by its order dated 15th February, 2002 and approved sale of its assets including surplus land.

AND WHEREAS the Vendor has in order to dispose of the said land floated a tender dated the 19th day of January, 2007 for sale of the said land on as is where is and as is what is basis.

AND WHEREAS pursuant to the said tender notice the purchaser has submitted its bid on the 20th day of February, 2007 for a sum of Rs. 9,02,00,000/- (Rupees Nine Crores Two Lakhs only).

AND WHEREAS the said bid was ultimately accepted by the Vendor and thereupon the purchaser has paid to the Vendor a sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lac) as earnest money deposit.

AND WHEREAS the said bid was ultimately accepted by the Vendor and thereupon the purchaser has paid to the Vendor a sum of Rs. 1,20,00,000/- (Rupees One crore twenty lakhs only) as earnest money as Bank Guarantee which was received by Vendor on 19.07.2007 after receiving full consideration amount.

S. De Saktar

General Manager

NTC LIL

6, J. L. Nehru Road

Kolkata-700 013

G.B. 15

निबंध

NTCLID Sec Office, N. 4th St. De Sackbr--
6, J L Nebra Road, General Manager, India
Kolkata-700 012

NTCLID
6, J L Nehru Road
Kolkata-700 013

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as under :- That in pursuance of the said agreement and in consideration of the said sum of Rs. 9,02,00,000/- (Rupees Nine Crores Two Lakhs only) as the full consideration) the Vendor do hereby grant, convey, and assign by way of absolute sale unto the purchaser all that the piece and parcel of land containing an area of 29.30 acres more or less situated at North side of Gaya City by the side of Gaya-Patna railway line on Eastern side comprised of the following

<u>Khata No.</u>	<u>Plot No.</u>	<u>Khata No.</u>	<u>Plot No.</u>
7	458	164	539
7	544	190	531
7	545	128	529
7	542	152	527
5	551	152	512
11	463	215	525
16	528	163	519
28	530	153	507
28	526	169	522
54	550	197	501
86	460	147	499
100	521	147	511
103	520	147	496
103	505	137	495
110	518	137	494
153	466	161	503
175	455	171	506
188	461	47	513
185	465	99	515
221	459	169	523
208	534	187	479
208	508	103	509
208	516	208	510
164	532	152	512
164	535	185	498
164	537	153	524

Together with building fixturer etc. with all the estate right, title and interest of the Vendor herein together with all other right, easements, advantages, privileges and appurtenances whatsoever in the said piece and parcel of land **TO HAVE AND TO HOLD** the same unto the purchaser herein absolutely free from all encumbrances, claims, demands, attachments and charges of all claim but subject however to the payment of all Government assessment and other taxes payable to the Government or any other Local Authorities in respect of the said land and property more particularly described in the Schedule hereunder the delineated

S. De Sarkar
General Manager (Local)

3-4-08
J. L. L. J. Office
6, J. L. Nehru Road
Kolkata-700 013

G-6-2015
S. De Sarkar
General Manager

in the plan attached hereto and coloured red thereon together with all ways, waters, watercourses thereto, whatever in the said piece or parcel of land more fully described in the Schedule hereunder and hereby conveyed, the Vendor covenants and confirm that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them upto and including the date of these presents and further covenant that should any rates, taxes, dues and duties be found payable upto date, the same shall and will be paid by the vendor.

AND whereas the vendor do hereby covenants with the said purchaser that the vendor have good right, title, interest and full power to grant, convey and assign the said piece and parcel of property more particularly described in the Schedule hereunder and delineated in the plan attached hereto and coloured red thereon in the manner aforesaid and that the said property is free from all encumbrances, claims, demands and other court attachments and that the purchaser may quietly enter into and enjoy the same, the rents and profits of the said property without any lawful interruption, claims, demand or disturbances whatsoever from the said Vendor or any other person or persons, claiming through, under or in trust for the said Vendor. And that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles and charges and/or encumbrances whatsoever had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from,

S. De Sarkar
General Manager

Payable to
3. 2. 8-8

Full consideration
of cash

NTCLTD
Sub office 40, Kala
6, J. L. Nehru Road
Kolkata-700 013

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under or in trust for them or any of them with the vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in all said property hereby assigned, transferred or any part thereof by, from or in trust for the Vendor or its successors, assignees and representatives shall and will from time to time.

AND the Vendor doth hereby covenants with the purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for him made, done, committed or knowingly or willingly suffered to the contrary, has right, title or interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the purchaser that there is no mortgage, charge or lien or other encumbrances on the said property and the Vendor doth hereby further covenant with the purchaser that the purchaser, its visitors, servants agents and licensees from time to time and at all times hereafter by day and night and its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed and assured or expressed so to be go to return, pass and repass with or without vehicles of all description (including mechanically propelled vehicles) laden or unladen and with or without animals over common road and the vendor declared that he has handed over to the purchaser all documents of title relating to, belonging to or connected with the said property and the vendor declares and confirms that he does not have any other documents of title and should he come in possession of any evidence or document of or relating to title, he shall and will hand over or cause to be handed over to the purchaser or any person claiming through or under the purchaser.

5. 6. 07
NTCLT Sub office, Kolkata
6, J L Nehru Road S. De Sarkar
Kolkata-700 013
General Manager (Tech)

5-6-2015
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AND, lastly the Vendor doth hereby confirm
that it had handed over to and placed the purchaser
in possession of the said property hereby granted,
conveyed transferred and assigned unto the purchaser.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land
containing an area of 29.30 acres/situated at North
side of Gaya City by the side of Gaya-Patna
railway line on Eastern side

<u>Khata No.</u>	<u>Plot No.</u>	<u>Khata No.</u>	<u>Plot No.</u>
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103	505	137	495
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188	461	47	513
185	465	99	515
221	459	169	523
208	534	137	479
208	508	103	509
208	516	208	510
164	532	152	512
164	535	185	498
164	537	153	524

8. De Gantar
General Manager (Tenna)
NTCL
7.6.08
6. J. L. Nehru Road
Kolkata-700 013

5.6.2015
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butted and bounded in the manner following, that is
to say.

ON THE NORTH : PRET SHILA ROAD AND
LANDED PROPERTY OF
GYAN PRAKASH BHADANI
ON THE EAST : CHOTKINAWADAH
ON THE SOUTH : RAILWAY COLONY
ON THE WEST : GAYAPATNARAILWAY LINE

IN WITNESS WHEREOF the Vendor has
hereunto set its hand to this indenture of sale on the
day, month and year first above herein written.

COMMON SEAL OF THE VENDOR

has been affixed in the presence of
Mr. Sankanta Chatterjee, G.M. (Legal) and
Mr. Ram Chandra Pal, M.A. two of its Directors and
Mr. S. DE SARKAR its Secretary
who have been so authorised by a resolution of the
Board of Directors of the Vendor dated
2007 and who have also signed and executed these
presence at Kolkata in the presence of

S. De Sarkar
General Manager (Legal)
Sub office, Kolkata
6, J. L. Nehru Road
Kolkata-700 013
NTCLID

5-6-2015
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RECEIVED of and from the within named
purchaser the within mentioned sum of Rs 9,02,00,000/-
- (Rupees Nine Crores Two Lakhs only) being the full
consideration money as per Memo below :-

MEMO OF CONSIDERATION
(RUPEES NINE CRORES TWO LAKHS ONLY)

WITNESSES:

- 1) *Shri K. K. Chatterjee*
(Signature)
- 2) *Chandana Sankar Sharma*

3-6-08
NTCLIL Sub Office, 30 Kailash
6, J. L. Nehru Road
Kolkata-700 013
General Manager (Tech)
S. De Sarkar

5-6-2015
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DEFINITIONS

For the purpose of the Sale Deed the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

1. NTC Ltd. shall mean National Corporation Ltd. on whose behalf Managing Director or any officer authorized by him shall execute and sign the correspondence and documentation.
2. Vendor means NTC Ltd.
3. "The Competent Authority" shall mean the ASSET SALE COMMITTEE, or any officer authorized by the ASSET SALE COMMITTEE.
4. "The Tenderer" shall mean the individual, Proprietary Firm, Partnership Firm, Joint Venture Company, Company/Entrepreneur or Consortium who purchase the tender documents and submits its tender and the legal successors of such company.
5. "The Purchaser" Shall mean a tenderer whose tender has been accepted by the Competent Authority and to whom a written communication has been sent.
6. "The Property" shall mean (land of Gaya Cotton & Jute Mills, Gaya, Bihar) more specifically described in the described in the tender documents.
7. "The Tender" shall mean the bid of the tenderer accepted by the Competent Authority.

A. De Sarkar
General Manager (Tender)

NTC LTD
Office, Kolkata
6, J. 1, Naluru Road
Kolkata-700 013
3.6.08

5-5-2005
Rajendra Prasad
10/1

DATED DAY
OF 2008

3-6-08

BETWEEN
NATIONAL TEXTILES CORPORATION
LIMITED

B. De Sarkar
B. De Sarkar
General Manager (Cotton)
3.6.08

NTCLTD Sub. office: Kolkata
6, J. L. Nehru Road
Kolkata-700 012

AND
NLBD Marketing Pvt. Ltd.
B. De Sarkar
3.6.08

NLBD MARKETING PRIVATE LIMITED

3-6-08
अवर निबंधक
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Endorsement of Certificate of Admissibility (Rule - 13)

Admissible under Rule 21 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 23. Also admissible under section 26(a) of the B. T. Act

Stamp duty paid under Indian Stamp Act Rs. 7216000
Addl. Stamp duty paid under RDA/Municipal Act Rs. 0
(Paid Rs. 1000/- by N.J. Stamp Paper and Rs. 50199791 through Bank Challan.)

A1	1804009 C	0 H1B	0 Kp1	0 LR	0 LLR
A8	0 D	0 H2	0 K1b	0 Lb	0 Proc. Fee
A9	0 DD	0 I	0 K1c	0 Mb	0
A10	0 E	0 J1	0 K2	0 Na	45
B	0 H1a	0 J2	0 Li	0 Scan	375

525 Total Fee
25 1804979

Registering Officer
Gaya Sadar

Date : 30/09/2008

Endorsement under section 52

Presented for registration at 11:31 AM on Tuesday, 30th September 2008 at the District
Registry Office, Gaya Sadar by Bhaiy Kr. Agarwal (Director)
(Claimant) s/o late niranjan lal agarwal
by profession Business.

Registering Officer
Gaya Sadar

Signature of Presentant Date : 30/09/2008

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Chandra Shekhar Sharma age 43 Sex M son/daughter of S/O Sohan Lall Sharma resident of R/O Flat No -305-Block A3 Subhash Nagar Housing Complex, Pa-Serampore, Distt - Hooghly (W.B.).

Registering Officer
Gaya Sadar

Date : 30/09/2008

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/SRO Gaya having 15 pages in the volume CD-26 and document no. of which is printed on the First Page of the document.

Registering Officer
Gaya Sadar

Date : 30/09/2008

Token No. 8935 Year : 2008 Sl.No. 12910 SCORE Ver. 2.0. Deed No. 12318 NIC-Bihar

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