REGD. No. 99 / 2007

NOTARIAL CERTIFICATE SI. No. 127. Dt. 21/12/2012.

TO ALL MEN THESE PRESENT SHALL COME. I, MD ABED ALI LASKAR Advocate & notary practicing as a NOTARY in the Alipore Judges Court within the District of SOUTH 24 PARGANAS in the state of West Bengal within the Union Of India, do hereby declare that the paper writings collectively marked "A" annexed hereto hereinafter called the paper writing "A" are presented before me by the executant (S)



hereinafter referred to as the executant (S) on this, the the day of 1 DEC 2012

Two Thousand

Power of Attorney / Partnership Will Agreement / Declaration / others,

The "executant" (S) having admitted the execution on the "Paper Writing" "A" in respective hand (S), in the presence of the witness (es) who as such, subcribe (S) Signature (S) eon, and being satisfied as to the identity of the executant (S) and the said execution of per Writings" "A" and testify that the said execution is in the respective hand (S) of

2 1 DEC 2012

ACT WHEREOF being required of a Notary I have granted THESE PRESENTS NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.



2 1 DEC 2012



IN FAITH AND TESTYIMONY WHEREOF

I, MD ABED ALI LASKAR the said Notary have hereunto set and subcribed my hand affixed my Notarial Seal of Office at Alipore Judges Court Compound Kolkata - 27 in the District of South 24 Parganas on this

> MD ABED ALI LASKAR NOTARY

Govt. of West Bengal Regn. 99/2007 **Alipore Judges Court** Bar Library 1st floor Hall **District South 24 Parganas**

2 1 DEC 2012

SL. No. 127 Date 21 DEC 2012



श्रीका पश्चिम बंगाल WEST BENGAL

SURRANTEE
GERTIFICATE

OUARANTEE
GERTIFICATE

13AA 586096



BEFORE THE NOTARY PUBLIC

AFFIDAVIT OF DECLARATION

I, Mr. Alwin Philip, son of K.P. Philipose, residing at 63D, Raja Ram Mohan Roy Road, Kolkata 700 082, Managing Director, of GMG Devacon Pvt. Ltd., having registered office at 235-C, Raja Ram Mohan Roy Road, Kolkata- 700 008, do hereby solemnly affirm and state as follows:

That I am developing a township under the name and style of "GMG HEAVEN CITY" at Mouza- Asuti, J.L. No.- 29, R.S No.- 505, 493,499 & 513, under the jurisdiction of Police Station- Maheshtala in District - South 24 pargana, by plotting and dividing the entire area in to the plots of 2 cottah, 2.5 cottah and 3 cottah.

21 DEC 2012

- 1. That RINKU JAISWAL daughter of Virendra Kumar Jaiswal, residing at Kada Road More, G.T. Road, Durgapur, Post Office- Durgapur, Police Station- Waria, PIN-394 admeasuring more or less 2.5 cottah = 1800 Sq Ft. which is comprised within the Dag numbers from 416 & 419, in the same township Project.
- 2. That on behalf of the company I have allotted such aforesaid applicant his intended plot at the rate of Rs. 1,00,000/-(In words Rupees One Lac) per cottah Lac) which is only 30% (Thirty Percent) of the value of the entire property and the aforesaid allotee has promised to pay rest Rs. 1,50,000/- (In words One Lac) Fifty Thousands) which constitutes 70% (Seventy percent) of the property value in the same of t

That the Allotted purchaser shall pay and disburse the rest of the amount in 36 Equated Monthly Instalment and this allotment shall be governed by the terms and conditions, as declared by the company regarding the aforesaid project.

- 4. That such property as allotted to the applicant shall be transferred in his/her name and/or in the name of any assignor(s) of the allotted Purchaser of land under the strict and expressed instruction of the allotted purchaser with the consent of the company and before execution of the deed of conveyance to the end purchaser.
- 5. That I am on behalf of the company, promising and /or executing self guarantee to provide the following facilities and amenities to the intending purchasers or the applicants against the total money paid through the instalments at the rate of zero interest:-
 - (i) To provide land along with the ingress and egress as well as the roads inside the proposed project along with a prominent entrance inside that project.
 - (ii) To provide, sewage, provisions for bringing electricity connection to the homes to be constructed and the provisions for water reserve and the availability of the drinking water.
 - (iii) To provide Deed of conveyance against the payment of actual expenses as well as the miscellaneous charges only after disbursal of 80% (Eighty Percent) of the total value of the property.
 - (iv) To provide the possession of the demarcated plot along with the frontage as promised in regard to the respective plot number(s) only after disbursal of 100% (One Hundred Percent) of the total property value and after completion of the project period.
 - (v) To provide places for telephone tower, lake, community hall, school as well as the place for worship.

- 6. That if my company fails to demarcate and/or to deliver the possession of the promised plot to the concerned customer due to any unprecedented reason, I do hereby promise to accommodate such customer with any other plot, having similar facilities.
- 7. That the company SHALL be liable to pay the penalty or the pecuniary compensation of 25% to the customer under following circumstances:-
 - (i) In case of failing to demarcate as well as to deliver the possession of the property within the period of three years along with a grace period of six months.
- (ii) In case of difficulties in transferring the plot in the name of the customer due to incorrect title of the allotted plot and fails to accommodate in any other plot and/or in case of any disturbance caused due to public acquisition, requisition NOTARY of any other obstruction, caused due to the change, amendment or imposition 99/2007 of any law in that project area.
 - mi) In case of any unprecedented restrainment, antisocial activities, flood, earth quake, storm, tempest, strike and/or any other legal crisis or imposition of force majeure.
 - (iv) In case the company fails to accommodate such customer with any other plot having similar size as well as facilities in that area within the stipulated period of three years along with the grace period of six months.
 - 8. That such allotted plot(s) shall be cancelled and the concerned intending purchaser shall not be entitled to claim any property or the real unit/plot and/or even any pecuniary compensations in the aforesaid project, only under the following circumstances:-
 - (i)In case of default in payment of the instalments continuously for two consecutive months without any written permission granted by the assigned authority, against any separate application.
 - (ii)In case of default in payment of even a single instalment after registration of the plot in the name of the customer.
 - (iii) In case of irregularity in the application procedure or unacceptability of the amount so disbursed for application money and/or any instalment, due to any legal implication.
 - (iv) In case of failing to pay the government duties as well as the miscellaneous charges for registration of the property in the name of the customer.
 - (v) In case of any public acquisition, requisition and /or any legal limitation imposed upon the plot of the intending purchaser after the registration but before taking token possession of such plot.

- 9. That the company shall not launder or invest the proceeds received from any intending purchaser herein and shall only utilise such proceeds at its liberty to provide the property to the concerned customer as in conformity with the project planning.
- 10. That, the aforesaid declaration is a provisional allotment of lands without structure or homestead bed and the company reserves its sole right to deviate, define or restructure the city shape, process, plot information wise position and timing of development within the stipulated period and no proceeds in this regard is received as in any form of investment in the company.

That all of the aforesaid declarations/depositions are correct and true to the best of my knowledge and nothing material has been concealed herein.

MAIA, LASKAR C MOTARY 93/2907 KOL-27 Sudges

Place: Kolkata

Date:19th December,2012

GMG DEVACON PVT. LTD.

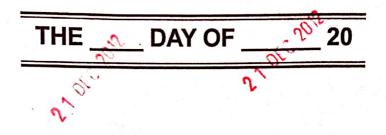
Deponent/Declarant

shromen chattopsellepy

Identified by Advocate Shraman Chattopadhyay

MD. ABED ALICASKAR Notary Govil, of West Beng. Regd. No.-99/07

Alipur Sub-Div.



PAPER WRITING 'A' & THE RELATIVE NOTARIAL CERTIFICATE



21 DEC 2012

M D. ABED ALI LASKAR Advocate

NOTARY PUBLIC

GOVT. OF WEST BENGAL REGD. NO. 99 / 07



21 DEC 2012

ADDRESS

Resi : Kandarpapur Garia, P.s.- Sonarpur, Kolkata - 84 Bar Library : 1"Floor Alipore Judges Court Kolkata 700 027

Yunsh Ali Molla

Advocate's Clerk

Mob: 9831523743