

724/15

8894/2015

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 039436

Handwritten notes:
2409/15
19068165
405/2015



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

Additional Registrar
of Assurances-II, Kolkata

Signature
17/8/15

This DEVELOPMENT AGREEMENT ("Agreement") is entered into on this day of 31st July, 2015

Handwritten notes:
100
300
11/08

17297

21 MAY 2015

No. _____ Date _____
 Sold to _____ R. N. GHOSE & ASSOCIATES
 Address _____ ADVOCATES
 10, OLD POST OFFICE STREET,
 1ST FLOOR, ROOM NO.-36A
 KOLKATA-700 001
 ANJUSHREE BANERJEE
 L.S. VENDOR (O.S.)
 HIGH COURT, KOLKATA-700 001

21 MAY 2015

For RASHMI DEALER PVT. LTD.
Rashmi Pyalia
 Authorized Signatory



ADDITIONAL REGISTRAR
 OF ASSURANCES, KOLKATA
 21 MAY 2015

Ranjit Kundu
 S/O Lt. Chittaranjan Kundu
 Badamtala, 2nd Lane
 Namaker Bagan
 P.O + P.S. Chandanagore
 Dist - Hooghly, Pin - 712136
 Profession.

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/27/182/288372



নির্বাচকের নাম : রনজিত কুন্ডু
Elector's Name : Ranajit Kundu
পিতার নাম : চিত্তরঞ্জন কুন্ডু
Father's Name : Chittaranjan Kundu
লিঙ্গ/Sex : পুরুষ / M
জন্ম তারিখ : 13/11/1974
Date of Birth : 13/11/1974

Ranjit Kundu

WB/27/182/288372

ঠিকানা:
বঙ্গবন্ধু স্মরণ সমিতি, চন্দ্রনাগর
বগান, চন্দ্রনাগর, হুগলি-৭১২১৩৬

Address:
BADAMTALA, 2ND LANE, NAMARER
BAGAN, CHANDANNAGAR
CHANDANNAGAR, HOOGHLY-712136

Date: 24/10/2013

১৯৯-চন্দ্রনাগর বিধান কেন্দ্রের নির্বাচন নিয়ন্ত্রক
মহানির্বাহকের প্রতিনিধিত্ব করে
Facsimile Signature of the Electoral
Registration Officer for
189- Chandannagar Constituency

নির্বাচন পরিচয় পত্রের নতুন ঠিকানা উল্লেখ করা হয়েছে।
নতুন ঠিকানা উল্লেখ করা হয়েছে।
In case of change in address mention this Card No.
in the relevant form for including your name in the
roll at the changed address and to inform the same
to the relevant authority.






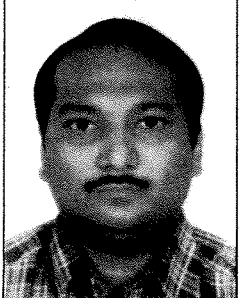




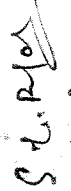
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue



OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19021000214095/2015

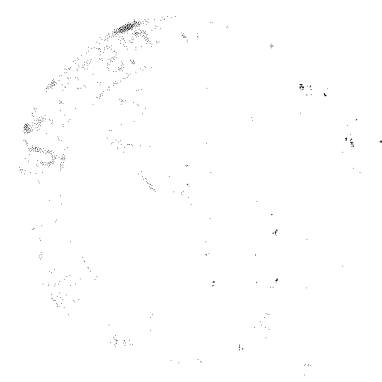
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Pradeep Kumar Pugalia 2 B , Grant Lane , 2nd Floor, P.O:- Bowbazar, P.S:- Bowbazar, District:- Kolkata, West Bengal, India, PIN - 700012	Represent ative of Land Lord [Rashmi Dealer Pvt Ltd]		5648 	 11/8/15
2	Mr Sunil Kumar Agarwal 17 , Park Lane ,2nd Floor, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Represent ative of Land Lord [Shree Shyam Agro Pvt Ltd]		5659 	 11/8/15
3	Mr Sudhir Kumar Bhagat 10-1-2 , Syed Sally Lane, P.O:- Tiretta Bazar, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700073	Represent ative of Land Lord [Shreedha n Constructi on Pvt Ltd]		5650 	 11/8/15

I. Signature of the Person(s) at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print <i>5651</i>	Signature with date
4	Mr Sandeep Chindalia A , Syed Sally Street, P.O:- Koloatola, P.S:- Jorasanko, District:- Kolkata, West Bengal, India, PIN - 700073	4 Represent ative of Developer [F T C Concrete Pvt Ltd]			<i>Sandeep Chindalia 11/8/15</i>
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Ranajit Kundu Son of Late Chittaranjan Kundu Badamtala 2nd Lane , Namarer Bagan , Chandannagore, P.O:- Chandannagore, P.S:- Chandannagar, District:-Hooghly, West Bengal, India, PIN - 712136	Mr Pradeep Kumar Pugalia, Mr Sunil Kumar Agarwal, Mr Sudhir Kumar Bhagat, Mr Sandeep Chindalia		<i>Ranajit Kundu 11.8.15</i>	

(Ashoke Kumar Biswas)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal




आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHREE SHYAM AGRO PRIVATE
LIMITED

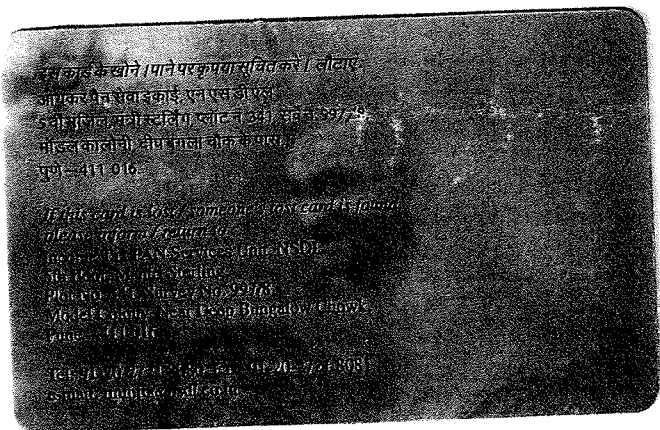
21/04/1999
Permanent Account Number
AAGCS9223A

21012006




For SHREE SHYAM AGRO PVT. LTD.

 Director




for SHREEDHAN CONSTRUCTION PVT. LTD.

S. G. B. D.
Director


ELECTION COMMISSION OF INDIA
ভারতের নির্বাচন কমিশন

IDENTITY CARD **DKN2952786**
পরিচয় পত্র



Elector's Name	Sunit Agarwal
নির্বাচকের নাম	সুনীত আগরওয়াল
Father's Name	Shambhu Doyal
পিতার নাম	শম্ভু দয়াল
Sex	M
বিশ	পুরুষ
Age as on 1.1.2000	29
১.১.২০০০-এ বয়স	২৯

Sunit



**GOVERNMENT OF WEST BENGAL
INDIAN UNION DRIVING LICENCE**

Driving Licence No: **WB-0119950364564**

Name: **SUCHI BHAGAT**

Address: **BF - 4, SALT LAKE, KOLKATA
730064**

FORM 7
Electronic

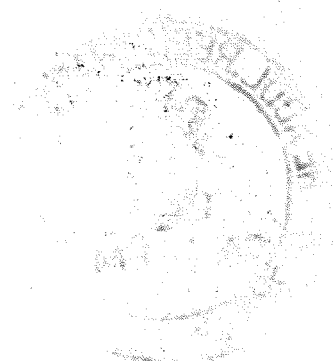
SIGNATURE

S/D/W Of: B KR BHAGAT

Date of Issue	25/10/1995	Blood Group: U
Valid Till (NT)	04/10/2023	Date of Birth
Valid Till (T)	X	05/10/1973

Licensing Authority: P.V.D. Kolkata Licensing Authority Sign: *[Signature]*

S. C. B. 12



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SANDEEP CHINDALIA

FATEH GHAND CHINDALIA

19/10/1974

Permanent Account Number

AEHPC8326R

Sandeep
Chindalia

Signature



Sandeep Chindalia

आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली

Income Tax Department
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Income Tax Department



ভারতের নির্বাচন কমিশন
পরিচয় পত্র

ELECTION COMMISSION OF INDIA
IDENTITY CARD

TFE0006866



নির্বাচকের নাম : সন্দীপ চিন্দালিয়া

Elector's Name : Sandeep Chindalia

পিতার নাম : ফতেহ চন্দ চিন্দালিয়া

Father's Name : Fatch Chand Chindalia

লিঙ্গ / Sex : পুরু / M

জন্ম তারিখ : 19/10/1974
Date of Birth : 19/10/1974

Sandeep Chindalia

TFE0006866

ঠিকানা:

146, কৈলাশ পান্ডিত লেন, কে.এম.সি. বেহালা দক্ষিণ
24 পর্গানা 700053

Address:

146, KAILASH PANDIT LANE, K.M.C.
BEHALA SOUTH 24 PARGANAS
700053

Date: 18/11/2008

153 বেহালা পূর্ব নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধক

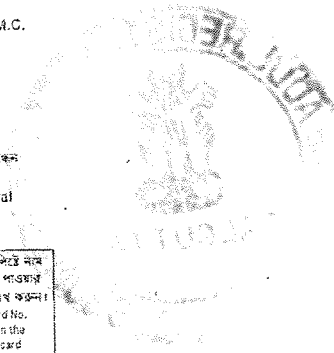
অধিকারিত্বের প্রকরণে অনুমতি

Facsimile Signature of the Electoral

Registration Officer for

153-Behala Purba Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানা তেজার সিনে নম্বর
কোলা ও একই নম্বরের নতুন মতিত পরিচয়পত্র পাওয়ার
কম্য নিশ্চিত করে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.



BY AND AMONG:

- (1) **RASHMI DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 2B, Grant Lane, Second Floor, Post Office-Bowbazar, Police Station-Bowbazar, Kolkata-700012 and having Income Tax PAN No. AADCR9005L represented by authorized signatory Pradeep Kumar Pugalia, son of Sumermal Pugalia, by faith Hindu, Nationality Indian, residing at 2B, Grant Lane, Second Floor, Post Office-Bowbazar, Police Station-Bowbazar, Kolkata-700012 (2) **SHREE SHYAM AGRO PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 17, Park Lane, Second Floor, Post Office-Park Street, Police Station-Park Street, Kolkata-700016 and having Income Tax PAN No. AAGCS9223A represented by its Director, Sunil Kumar Agarwal, son of Shambhu Dayal Agarwal, by faith Hindu, Nationality Indian, working for gain at 17, Park Lane, Second Floor Post Office- Park Street, Police Station- Park Street, Kolkata-700016 And
- (3) **SHREEDHAN CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 10-1-2, Syed Sally Lane, Post Office-Tiretta Bazar, Police Station – Jorasanko, Kolkata-700073 and having Income Tax Pan No. AASCS8038D represented by its Director, Sudhir Kumar Bhagat, son of Bijay Kumar Bhagat, by faith Hindu, Nationality Indian, working for gain at 10-1-2, Syed Sally Lane, Post Office-Tiretta Bazar, Police Station – Jorasanko Kolkata-700073 (hereinafter collectively referred to as the "Owners" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include their and each of their successor or successors in interest and/or assigns); of the **ONE PART**;

AND

FTC CONCRETE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 4A, Syed Sally Street, Post Office-Kolootola, Police Station-Jorasanko, Kolkata-700073 and having Income Tax Pan No. AABCF2315D represented by its Director Sandeep Chindalila, son of Fateh Chand Chindalia, by faith Hindu, Nationality Indian, working for gain at 4A, Syed Sally Street, Post Office-Kolootola, Police Station-Jorasanko, Kolkata-700073 (hereinafter referred to as the "Developer" (which term or expression

shall unless repugnant to the context or meaning thereof mean and include its successor or successors in interest and/or assigns) of the OTHER PART.

"Parties" shall mean collectively the Owners and the Developer and "Party" means each of the Owners and the Developer individually.

WHEREAS:

- A. The Owners are absolutely seized and possessed of and otherwise well and sufficiently entitled to All That piece and parcel of land, with several structures constructed thereon more fully described in First Schedule hereunder written and hereinafter referred to as the "Property".
- B. The abstract of title of the Owners' is given in the Second Schedule hereto;
- C. With the intention of developing and commercially exploiting the said Complex by constructing Buildings on the Property the Owners' at their cost got a Building Plan sanctioned by the Municipality;
- D. The Developer have approached the Owners with a proposal for undertaking the development of the Property by constructing Building(s) on the Property after demolishing and removing all the existing structures thereon and after several negotiations, discussions and deliberations it was agreed by and between the Parties that the Owners shall appoint the Developer for commercially exploiting the Property

by constructing Building(s) thereat ("Project"), either by themselves or through their appointed agents at their own cost and expenses in accordance with the Building Plan already sanctioned by the Municipal authority, Development authority and any other Local body and on the terms and conditions recorded herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the Parties hereby agree as follows:

1. **Definitions and Interpretation**

1.1 **Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

- 1.1.1 "**ARCHITECT**" shall mean the Architect appointed or to be appointed from time to time by Developer with the consent of Owners for the purpose of planning, designing and supervision of construction of the Building(s).

- 1.1.2 "**BUILDING(S)**" shall mean building(s) to be constructed on the Property by the Developer intended for enjoyment of the Building(s) or portion or Units, Car Parking and other spaces including Common Areas.
- 1.1.3 "**BUILDING PLAN**" shall mean the sanctioned building plans by the Municipality vide sanction No. 997 dated 23rd June, 2014, obtained or by the Owners' otherwise.
- 1.1.4 "**BUILT UP AREA**" shall mean the entire covered area of the Buildings as be sanctioned by the Municipality for phase wise construction and shall include the plinth area of the Units and also the thickness of the walls (external or internal and pillars) **PROVIDED THAT** if any wall be between two Units then one half of the area under such wall shall be included in each such Units;
- 1.1.5 "**COMMON AREA**" shall include corridors, stairways, landings, lobbies, entrances, exits/gates, passageways, driveways, garden, pathways, lifts, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, community hall, electric/ generator/transformer/meter or other equipment room, common toilets, other open and covered spaces, which will be marked as common areas by the Developer water tanks/reservoirs, pumps, motors,

tube wells, pipes, plumbing, water tank, water filtration plant, periphery walls, ultimate roof of the Building (s), parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities, which will be made available from time to time or any of them as the case may be. Provided however, parking space(s) and reserved terrace earmarked by the parties shall not form part of the Common Area.

- 1.1.6 **"DEVELOPMENT RIGHTS"** shall refer to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Property and shall, include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
- (i) That in consideration of the mutual covenants on the part of the Developer herein to be performed and observed and in further consideration of the Developer having agreed to undertake development of the said Property, the Owners have agreed to grant the licence to enter upon the said land for its development by constructing, erecting and completing new building and/or buildings in accordance with the plan sanctioned by the authorities concerned, unto and in favour of the Developer herein.

- (ii) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
- (iii) to carry out all the infrastructure and related work/ constructions for the Project, (excluding levelling of the Property), water storage facilities, water mains, sewerage, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Property as per the Building Plan;
- (iv) to launch the Project for booking, advances and, or, sale of the Unit(s) and to exercise full, exclusive and marketing leasing, licensing or sale rights in respect of the super built up area on the Property by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such transferees, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the super built up area on the Property;
- (v) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the Units to be constructed on the Property as envisaged herein and appear

before the registering authorities having jurisdiction for registration of the documents;

- (vi) manage the Property and the super built up areas and facilities/ common areas constructed upon the Property and/ or to transfer/ appoint such right of maintenance of the Project to any third party;
- (vii) apply for and obtain any approvals in its name or in the name of the Owner, including any connections of water, electricity, fire, environment, drainage and sewerage in the name of the Owner for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
- (viii) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;

1.1.7 "**DEVELOPER'S ALLOCATION**" shall mean such number of units in the Building(s) as in aggregate have 65% of the Built Area of all the Units in the Buildings) together with 65% of the Parking Space and an undivided 65% share in the Land and the Common Area and 65% of all saleable spaces in the Building(s); to be constructed at the Property;

1.1.8 "**FORCE MAJEURE EVENTS**" shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lock out, prohibitory order and/or directions issued by the Court of competent jurisdiction, Municipal

authority, Central or State Government or any other Local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the Parties and/or its agents or sub-contractors, or employees or labourer and any act or commission beyond the control of the Party so prevented, but shall not include short supply of building materials and/or non-supply of building materials or escalation in the cost of building materials and labour;

- 1.1.9 "**LAND**" shall mean the land comprised in the Property;
- 1.1.10 **MODIFIED BUILDING PLAN** : shall mean and include all amendments and/or modifications of the Building Plan as may be made by consent of the Owners and Developer subject to the Rules and Regulations of the local municipal laws and Development Authority Act 1986 and rules and regulations made thereunder.
- 1.1.11 **MUNICIPALITY** shall mean the Panihati Municipality and shall also include the Building Plan Sanctioning Authorities, Public Works Department, Local Bodies and any other concerned authorities which may recommend, comment upon and sanction the Building Plans;
- 1.1.12 "**OWNERS' ALLOCATION**" shall mean such number of units in the Building(s) as in aggregate have 35% of the built area of all the Units in the Building(s) together with 35% of the Parking Space and an undivided

35% share in the Land and the Common Area and 35% share in the land and the Common Area and 35% of all salable spaces in the Building(s) to be constructed at the Property;

- 1.1.13 **PARKING SPACE(S)** – shall mean all the space(s) in the portions at the basement (if any) mechanical or podium and ground floor level, of the Building(s), whether open or covered, expressed or intended to be reserved for parking of medium sized motor cars and two wheelers.
- 1.1.14 **PROJECT** shall mean and include construction of the Building/s on the Property for residential and/or business and/ or mercantile exploitation.
- 1.1.15 **PROPERTY** shall mean the Property described in the **First Schedule** hereto and shall also include the Building(s) to be constructed thereon.
- 1.1.16 **PURCHASER** shall mean a person and/or his nominee to whom a Unit in the Building(s) has been agreed to be transferred.
- 1.1.17 **REFUNDABLE SECURITY DEPOSIT** shall mean the sum of Rs. 10,00,000/- (Rupees Ten Lacs) only paid / payable by the Developer to the Owners on or before the execution hereof as performance guarantee for completion of the Project and refundable in the manner as mentioned herein.
- 1.1.18 **SUPER BUILT UP SPACE** shall mean the aggregate area comprised in an Unit in the Building(s) available for independent use and occupation together with the space required for corridors, lobbies, lift

wells, staircases, electric generator, meter and care-taker rooms, water tanks and other Common Areas and shall include proportionate share in all open and covered spaces except the space reserved by the Developer, in the Building (s) as may be determined by the Developer.

- 1.1.19 "**SUPER-STRUCTURES**" shall mean foundation, basement, if any, R.C.C. Columns, all slabs, beams, staircase, lift shafts, walls.
- 1.1.20 "**TRANSFER**" with its grammatical variations shall include a transfer of possession and by any other means adopted for effecting what is understood as a transfer of unit in a building to purchasers thereof although the same may not amount to a transfer in law.
- 1.1.21 "**UNIT**" shall mean the Flat and/or office space and/or shops and/or other space(s) in the Building(s) to be constructed by Developer and/or constructed area capable of being exclusively occupied and enjoyed independently including (i) the undivided impartible and variable proportionate share in the Land comprised in the Property and attributable to a Flat and/or office space and/or shops in the Building(s), (ii) the right in the Common Area and reserved terrace, wherever applicable and (iii) the right of use in the Parking space(s), wherever applicable.
- 1.1.22 "**UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE**" shall mean the undivided proportionate variable share in the Land comprises underneath the Building constructed at the Property described in the **First Schedule** hereto, appurtenant to the Unit, which shall always be impartible and variable and shall be proportionate to the Built Up Area of the Unit and shall also mean such shares appurtenant to all other Units comprised in the Building(s), wherever the context permits;

1.2 **Interpretation**

- 1.2.1 Expressions imparting masculine shall include feminine and neuter gender and vice versa.
- 1.2.2 Words imparting plural number shall include singular number as well as vice versa.
- 1.2.3 The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- 1.2.7 References to an "agreement" or "document" shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;

2. **Date of Commencement**

2.1 This Agreement shall be deemed to have come into effect on and from the date of the Developer paying to the Owners the Refundable Security Deposit. ("**Effective Date**").

3. **Grant of development rights**

3.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners have exclusively granted to the Developer and the Developer thereby acquired from the Owners, all the Development Rights in respect of the Property. The Parties agree that hereafter Project shall be implemented/ constructed/ developed by the Developer as per the terms recorded and/or contained in this Agreement. The Owners hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.

3.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite approvals for development and construction of the Project. All Project Costs shall be payable by the Developer.

3.3 The Developer shall, at its cost and expenses, prepare all applications, modification of, if any, plans, undertakings, lay out plans, details,

descriptions etc. that may be required for development and construction of the Project or for submission with any Government and/or Local Authority and/or Bodies and/or Public Authorities for obtaining of any Approval and all detailing, master planning, zoning, lay out, building plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer and all requisite Approvals for the same shall be obtained by the Developer.

- 3.4 It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owners and Developer hereby confirm that by virtue of the Developer entering upon the said Property as a licensee the same does not amount to taking up the possession of the said Property . It is further expressly agreed and declared that juridical possession of the said Property shall always vest in the Owners until such time the development is completed in all regards.

4. Construction, consideration and area sharing

- 4.1 In consideration of the agreement and covenant herein contained on the part of Developer to develop the Property by constructing the Building(s) thereat at its own costs and expenses in accordance with the sanctioned Building Plan and allocation of the Owners' Allocation in the manner herein mentioned and all other terms, conditions and covenants

herein contained, the Owners have put the Developer, subject to and in terms hereof as a licence in vacant and peaceful possession of the Property for the purpose of its development.

- 4.2 In consideration of Owners handing over to the Developer the possession of the Property as stated above in clause 1.1.7 (i) and 3.4 and allocation of the Developer's Allocation in the manner hereinafter mentioned and of all other terms, conditions and covenants herein contained, the Developer shall at its own costs and expenses construct on the Property the Building(s) as per Building Regulations under the local municipal laws or any other law in force in accordance with the Building Plan already sanctioned or the modified Building Plan to be sanctioned by the Municipality, Development authorities and/or local bodies.
- 4.3 All costs, charges, expenses and outgoings for obtaining the Building Plan, Modified Building Plan and for construction, erection and completion of the Building(s) with amenities and facilities as specified herein shall be borne and paid by Developer without any claim for cost escalation. It is clarified that inasmuch as the Owners have already incurred cost to obtain sanction of the Building Plans the Developer shall on or before the execution hereof reimburse to the Owners the cost of obtaining the Building Plans.
- 4.4 In consideration of the grant of the Development Rights by the Owners to the Developer under the terms of this Agreement, the Owners and the Developer agree to share their respective allocations in the Building(s):

- 4.5 The Owners shall have the full liberty to enter the Property at any time and inspect and/or cause to be inspected the material and/or the construction at the Property. Developer shall furnish the certificate of the Architect as to the quality of material and construction being carried out in terms of this Agreement to the Owners as and when required by Owners.
- 4.6 The Developer shall construct the Building(s) in accordance with the Building Plan or the Modified Building Plan. However, the Developer shall prior to obtaining sanction of the Modified Building Plan shall obtain prior approval of the same from the Owners;
- 4.7 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the Property by (1) constructing the Building(s), (2) dealing with the Unit(s) in the Building(s) with corresponding undivided proportionate share in the Land comprised in the Property and the Common Areas.
- 4.8 It is expressly agreed between the Owners and the Developer that it shall be the endeavour of the Parties to get maximum possible price for sale of Units in the Building(s),
- 4.9 It shall be the responsibility of Developer to get the Modified Building Plans prepared as approved by the Owners and submit the same to the Municipal and Development authorities within 60 (Sixty) days from the date hereof and to pursue and follow up the sanction of the plan/plans

by Municipal and other authorities. All expenses and charges incurred in respect thereof including preparation, submission and sanction of the Modified Building Plan, shall be borne and paid by Developer.

- 4.10 At the time of finalisation of the Modified Building Plan but before the commencement of the construction of the Building(s) the Owner's Allocation in the New Buildings shall be demarcated by the Developers in accordance with the following guidelines :
- i) As far as feasible, the Owners will be allotted separate blocks and/or buildings, the location whereof will be proportionate to the blocks and/or buildings that be allotted to the Developers, in value and advantage;
 - ii) In case the parties hereto have to share areas in any Building or Buildings, then :
 - a) the Owners' Allocation will be proportionate to the Developers' Allocation in value and advantage;
 - b) The entirety of the Owners' Allocation shall be contiguous to the extent possible in accordance with the sub-clause (a) hereinabove;
- 4.11 The Owners will be entitled to such number of Units in the Building(s) as in aggregate have 35% of the Built Up Area of all the Units in the Building(s) together with 35% of the Parking Spaces and together with an undivided 35% share in the Land and Common Area and all saleable spaces in the Building(s).
- 4.12 The Owners Allocation shall be constructed by the Developers for and on behalf of the Owners and/or its nominees. The Owners shall be at

liberty to specify which Unit will be constructed for which nominees. The rest of the Building(s) shall be constructed by the Developers for and on behalf of themselves and/or their nominees.

- 4.13 The Owners and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal therewith in any manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the Ownership Flat Scheme. They will also be at liberty to enter into agreements for sale of their respective areas SAVE THAT the Owners shall adopt the same agreement as the Developer may adopt in their agreement with the Purchasers of the Developers' Allocation at least in so far as the same relates to Common Area, common expenses and other matters of common interest. The form of such agreement to be utilized by the parties shall be such as be drawn by the Legal Advisors whose decision in this matter shall be final and binding but the same shall be in accordance with the practices prevailing in respect of Ownership Flat Buildings in Kolkata. The Owners shall be entitled to all monies that be received from the Unit Owner of the Owners' Allocation whether the same be by way of earnest money part consideration construction cost sale price and/or otherwise and the Developers shall be entitled to all such monies receivable in respect of the Developers' Area PROVIDED HOWEVER that the monies payable and/or deposits for common purposes and Common Expense shall be receivable only by the Developers from all the Purchasers as fully mentioned hereafter.

- 4.14 At any time after delivery of possession to the Owners of the Owners' Allocation 35% undivided share in the Land shall be retained by the Owners and the balance 65% undivided share in the Land shall be sold and conveyed absolutely by the Owners to the Developers and/or their nominees and the consideration for the same shall be the cost of construction of the Owners' Allocation and no other amount shall be payable to the Owners. The cost of preparation, stamping and registration of the conveyances shall be borne and paid by the Purchasers.
- 4.15 The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, construct the Building(s) in accordance with the Building Plans or Modified Building Plans, specifications and elevations sanctioned by the Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans or Modified Building Plans and specifications which may be agreed between the Owners and the Developer subject to the approval of the appropriate authorities, if required.
- 4.16 The Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, and quality of the materials to be used for construction of the Building(s) and the same shall be final, binding and conclusive on the Developer and the Owners. However, the Owners may at their option review such decision of the Architect by appointing their own Engineers;

- 4.17 The Developer shall comply with the requirements and requisitions of the municipal and other local authorities relating to the construction of the Building(s) at the Property and shall obtain the necessary approval or approvals from the authorities concerned as and when required.
- 4.18 Notwithstanding anything contained herein the Developer shall complete the Project by constructing the Building(s) in all respect within 24 months (with a grace of period of 6 months) from the Effective Date. Time in this regard shall be essence of the contract.
- 4.19 If the Developer is unable to complete the construction of the Building(s) in the manner mentioned in Clause 4.14 above, except due to Force Majeure Events, then and in that event the Owners shall be entitled to terminate this agreement and complete the unfinished part of the Project either by appointing other competent person or through themselves at the risk and cost of the Developer.
- 4.20 The Developer shall complete construction of the Building(s) by using standard building materials as per the specification mentioned in the Third Schedule hereunder written;
- 4.21 The Developer shall from time to time submit the plans to the Municipality and/or other appropriate government authorities and any other body, local authority or government for sanction, permission, clearance or approval of the plans, as may be required for the construction of the Building(s) on the Property and such alterations may

be made in the plan as may be required by the government or such authority or authorities.

- 4.22 The Owners shall render to the Developer all assistance necessary to apply for and/or obtain all sanctions, permissions, clearance, approval and shall do all such acts, deeds and sign such papers and documents as may be necessary to enable the Developer to apply, collect and receive sanction, approval, clearance, completion certificates from the concerned authorities or bodies.
- 4.23 The Developer shall apply for and obtain all permissions and approvals as are required and necessary from such authority or authorities for development of the Property including commencement of construction.
- 4.24 The Developer shall comply with all applicable laws which are applicable for development and construction of Buildings on the property and always keep the Owners indemnified against any claim made or loss incurred in relation thereto or in respect thereof.
- 4.25 The Developer shall restore/retain/maintain the area demarcated as water body (If any) in the maintain the proper and follows all the laws related thereto.
- 4.26 The Developer shall keep the Project duly insured to the satisfaction of the Owners with a reputed Insurance Company;

5. **Covenants and Obligations of the Owners**

5.1 The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the Property and every part thereof.

5.2 After purchase of the Property the Owners have at their own cost and expenses have got the said mutated in the name of the Owners.

5.3 The Owners at their own cost and expenses obtained sanction of the Building Plans.

5.4 The entirety of the Property is free from all encumbrances, charges, mortgage, liens, lispendents, attachments, trusts whatsoever or howsoever.

5.5. The owners agree to keep the Developer indemnified against any claim or demand in respect of the Land comprised in the Property.

5.6 There is no attachment and/or legal proceedings or acquisition proceedings pending over and in respect of the Property and/or any part thereof and that the Property is free from all encumbrances and charges. The Property and/or any part thereof is at present not affected by any requisition or acquisition of any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the Owners;

5.7 The Owners shall not create any right or charges over the Property during the pendency of this Agreement.

5.8 The Owners have good right, full power and absolute authority to grant exclusive rights to develop the Property to the Developer and the Developer shall be entitled to develop the Property subject to the terms and conditions contained in this Agreement.

6. Covenants and Obligations of the Developer

6.1 Subject to Force Majeure Events, it shall be the obligation of the Developer to complete the construction and erection of all the Building(s) within the period as mentioned in Clause 4.18 above.

6.2 Not to violate or contravene any of the provisions or rules applicable for construction of the Building(s).

6.3 To comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Property and completion of the Project.

6.4 All costs, charges and expenses incidental to the construction of the Building(s) including cost of materials, Architect's fees shall be borne, paid and discharged by Developer and Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits,

proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.

- 6.5 Developer shall indemnify and shall always keep the Owners indemnified and harmless against:
- 6.5.1 all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Building(s) including the Common Areas appertaining thereto in all respect upto completion of construction of each building phase wise at the Property.
 - 6.5.2 any lien or charges claimed or enforced against any material supplied in construction of the Building(s) on the Property by any supplier of such materials.
 - 6.5.3 all action or proceedings which may be brought or taken against the Owners in respect of damage to the adjoining building, land or neighbours in the performance of carrying out the work by the Developer under this Agreement.
 - 6.5.4 all acts, commissions, omissions, negligence and deviation in respect of the sanctioned plan with such modification as be approved by the Concerned authorities and Development authority and in regard to meeting of its obligations as herein mentioned and against all claims,

demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.

7. Payment of land revenue

7.1 All rates, taxes and outgoings upto the date of making over possession of the Property to Developer shall be paid, borne and discharged by Owners and Owners hereby agree to keep Developer indemnified from and against all actions, suits, proceedings, demands, costs, expenses and charges whatsoever or howsoever in respect thereof.

7.2 From the date of handing over vacant possession of the Property to Developer, all rates taxes and outgoings in respect of the Property shall be paid and borne by Developer till completion of the Project.

8 Payment of Work Contract tax, Service Tax, VAT:

8.1 The Owners and the Developer shall be entitled to collect from the Purchaser of Units in the Building(s) all sums on account of works contract tax, service tax, VAT and any other statutory taxes and levies as may be applicable for their respective allocation in the Building (s) from time to time shall immediately and pay the same with the concerned authorities.

9. Power Of Attorney

9.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, Owners hereby nominate and constitute attorney appoint the Developer and its Directors, Fateh Chand Chindalia and/or Sandeep Chindalia (which expression shall unless repugnant to the context or meaning thereof mean and include their and each of their successor or successors in interest and assigns) to be the true and lawful attorneys of Owner, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the Property at Developers' cost and expenses:

- (a) To apply for and obtain approvals, consents, permissions, sanctions and no-objections which may be required to be obtained from any authority, body or functionary under the applicable laws for making the Property suitable for development and to sign and execute all applications, undertakings, affidavits and other necessary papers and documents for the purpose as aforesaid.
- (b) To apply for and obtain approvals, consents, permissions, sanctions and no-objections which may be required to be obtained from any authority, body or functionary under the applicable laws for sanction of Modified Building Plan for construction of the Building(s) thereon, commencement and completion of construction of the Building(s) and for that purpose to sign such

applications, papers, writings, undertakings, appeals, etc., as may be required.

- (c) To enter upon the Property with men and material as may be required for the purpose of development work and erect the Building(s) as per the Building Plans to be sanctioned by the Municipality.
- (d) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the Building(s) on the Property.
- (e) To apply for modifications/variations/ alterations of the Building Plans and/or the Modified Building Plans from time to time as may be required.
- (f) To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to Owners and required for the construction of the Building(s) but in no circumstances Owners shall be responsible for the price/value, storage and quality of the building materials.
- (g) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water,

sewerage, drainage and electricity for carrying out and completing the development of the Property.

- (h) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the Buildings on the Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of Owners in connection therewith.
- (i) After completion of the construction of the Building(s), to apply for and obtain occupation and completion certificate in respect of the Building(s) or parts thereof from the Planning Authorities or other concerned authorities.
- (j) To accept any service of writ of summons or other legal process on behalf of and in the name of Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign Vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and

any other document or documents in furtherance of the said objective.

- (k) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as Owners could do in person.
- (l) To pay all outgoings, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the land comprised in the Property on and from the date of possession thereof and receive refunds and other moneys, including, compensation of any nature and to grant valid receipts and/or discharges therefore.
- (m) To negotiate with the prospective Purchasers and/or transferees for sale and/or transfer of Units, roof right, car parking space(s) and the undivided share in Land comprised in the Property on such terms and conditions as the attorney may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and/or transfer and to give receipt for the same only for the Developer's allocation/proportionate shares.
- (n) To compromise and settle all or any of the actions, suits, appeals and other proceedings as aforesaid relating to the Property upon

such terms and conditions as may not in any manner affect injuriously or be prejudicial to Owners' right, title or interest in Property or any part thereof.

- (o) To appear and represent the Owners before the Registrar or Sub-Registrar of Assurances or other Officers of the Government having authority to accept agreement, conveyance, lease and all forms of deed of transfer of the Units, roof, car parking space and the undivided share in land comprised in the Property and to present the same as aforesaid so executed by the said Attorney for and in the names of and on behalf of the Owners for registration of the same and to complete all registration formalities by admitting execution thereof and discharge the registration receipts.
- (p) To execute and present for registration of all Conveyances, Lease deeds, Agreements and all forms of Deed of transfer of Units in the Building(s) to be constructed at the Property and the undivided interest or share in the land comprised in the Property with all rights in Common Areas and facilities in favour of the Purchasers of Units for Allocations only.
- (q) To appear before any Judge, Court, Tribunal, Authority, Officer including Municipal Office, Collector's Office, Competent Authority under Urban Land Ceiling Act, Land Reforms offices, Competent Authority under West Bengal Building (Regulation of

Construction and Transfer by Promoters) Act, Fire Brigade Office, Police, Survey or other Authorities and to do all things necessary in connection with the actions, suits, appeals and/or other proceedings or cases before the aforesaid offices relating to or concerning the Property.

- (r) To serve and accept service of Summons, Notices, Warrants, Subpoenas or other process of Court and Authorities concerned B. L. & L. R. O. and including Municipality and to do all things necessary in connection with the suits, actions or proceedings as aforesaid relating to the Property.
- (s) To retain, employ and discharge at the costs of the Developer's Counsel, Vakil, Advocate, Attorney, Solicitor, Agent, Pleader to conduct the action, suits, appeals and proceedings as aforesaid relating to or concerning the Property.
- (t) To enter into any Agreement for Sale and/or transfer of the Units in the Building(s) or part thereof to be constructed in Property on behalf of the Owners.
- (u) To execute and present for registration the Deeds of Conveyance of the Units in the Building(s) or part thereof to be constructed in the Property on behalf of and in the name of the Owners .

(v) The Owners hereby ratify and confirm and agree to ratify and confirm all acts, deeds and things lawfully done by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

9.2 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Property within 7 (Seven) days of the request being made.

9.3 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall not be relieved of their obligations under these presents.

9.4 The Parties shall enter into a separate Power of Attorney after the execution of this Agreement which shall include but not restrict to the powers given to the Developer by this Agreement.

10. **Construction finance.**

10.1 The Developer shall have the right and authorities to raise construction finance for development and construction of Building(s), from any Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies upon such terms and conditions as may be applicable however, the Developer shall not directly or indirectly create any mortgage of the Property or the Developer shall not do any act

of omission or commission whereby there will be a risk of the Property being encumbered.

10.2 All benefits under the Income Tax Act for borrowings made by the Developers would be available to the Developers and it would be entitled to claim all such benefits.

10.3 Notwithstanding anything contained herein the Developer shall ensure that:

- i) No liability of any nature is created upon the Owners while obtaining such loans and advances; and
- ii) The Owners' Share In the Sale Proceeds is paid by the Developer to the Owners in terms hereof. The Developer hereby keeps the Owners saved harmless and indemnified in this regard.
- iii) Prior to completion of sale of an Unit in the Building(s) in favour of the Purchasers or handing over of the allocation of the Owners in the unsold portions of the saleable spaces in the Building(s) to the Owners the Developer shall make the same free from all charges, lien, mortgage or otherwise;

11. Delivery of possession of Owners' Allocation:

11.1 The Developers shall not part with the possession of the Developers' Allocation until the Developers have at first given possession of the Owners' Allocation to the Owners and/or its nominees, provided that :

- i) if there be any delay in handing over possession of the Owners' Allocation to the Owners due to any default on the part of the Owners then and in such event the Developers shall be at liberty to deliver possession of the Developers' Allocation after giving 15 days written notice to the Owners; and
- ii) the Developers will be at liberty to make delivery of possession of the Owners' Allocation in instalments and to the extent of areas so delivered to the Owners and/or its nominees, the Developers shall be at liberty to proportionately deliver possession of their Allocation to their nominees;

12 Sharing of Respective Allocation & Adjustment of the Refundable Security Deposit

12.1 On or before the execution hereof the Developer has paid to the Owners the Refundable Security Deposit which the Owners admit and acknowledge to have received by discharging a valid receipt for the same to the Developer.

12.2 Subject to the Developer handing over to the Owners, the Owners' Allocation in the Building(s) in full in terms of this Agreement and obtaining completion certificate either of the whole Building or at least to the extent of the Owners, Allocation the Owners shall refund to the Developers the Refundable Security Deposit.

12.3 The Refundable Security Deposit so refunded shall not carry any interest.

13 Extras Payable by Owners

13.1 In addition to the Owners' Allocation entitled to be received from the Owners, the Developers shall be entitled to receive from the Owners and/or their nominees the following extra cost, charges and deposits for the Owners' Allocation.

- (a) All costs and deposits for obtaining electricity connection(s) including all costs and deposits required to be made with CESC Ltd./WBSEB.
- (b) All cost and deposits for obtaining electricity Meter from CESC Ltd/ WBSEB for the Unit.
- (c) Deposit for maintenance calculated @ Rs.24/- (Rupees Twenty Four) only per sq. ft. of the Super built up area.
- (d) Deposits and charges towards maintenance for a period of one year from the date of commencement of liability.
- (e) Works contract tax, service tax, VAT and any other statutory taxes and levies, as applicable.
- (f) All costs, charges and expenses towards standby generator, transformer and allied installation.

- (g) Deposit towards municipal rates and taxes @ Rs. 15/- (Rupees Fifteen) only per sq. ft. of super built up area
- (h) Charges towards deviation during construction, if any.
- (i) Charges towards formation of Association/ Holding Organisation.
- (j) .Upgradation of fixtures and fittings: In case of any improved specifications of construction of the Unit over and above the specifications described.

13.2 It is clarified that the Developer all extra cost, charges and deposits for the Units paid by the Owners in terms of Clause 11 above may be received by the Developer who shall be exclusively entitled to and deal with the same.

14. **Defect in Construction of Owner's Allocation:**

So far it relates to the Owners Allocation in the Building(s) in case of any defect in construction of the Building(s) or part thereof at the Property if detected within one year from the date of handing over of the Owners' Allocation, the Developer shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the Owners or their nominees to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by the Developers. Upon rectification the Developers shall furnish a certificate of the Architect confirming removal of defect.

15 Miscellaneous

15.1 None of the Parties hereto shall do or cause to be done any act, deed or thing whereby the progress of construction of the Building(s) to be constructed at the Property shall in any way be hindered or affected and if any of the Parties shall do or cause to be done any such act, deed or thing, then the Party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to compensate the other Party for all losses and damages suffered by such other Party.

15.2 This Agreement authorises Developer to develop the Property and to construct of Building(s) at the Property in terms of the Building Plan or the Modified Building Plan and to enter into an agreement for sale and/or transfer in respect of the Units and further empowers the Developer with all right, power and authority to execute and register the Deed of Conveyance for the Units and the proportionate undivided interests in the Property in favour of the Purchaser/s of the Unit(s). However, so far it relates to the Developers' Allocation in case the Owners are called upon by the Developer to join as a party in the Deed of Conveyance then and in that event the Owners shall be bound to execute and register the Deed of Conveyance in favour of the Purchaser of an Unit in the Building(s).

15.3 Similarly, so far it relates to the Owners' Allocation in case the Developers are called upon by the Owners to join as a party in the Deed of Conveyance then and in that event the Developers shall be bound to

execute and register the Deed of Conveyance in favour of the Purchaser of an Unit in the Building(s).

- 15.4 In normal circumstances subject to the provisions of Clauses 11.1 above it is clarified that notwithstanding anything contained herein the Developer shall not handover possession and transfer the Units to the Purchasers until the Owners' Allocation are handed over to the Owners' in full. However, in the event for any special reason whatsoever the Developer is called upon by the Purchaser of Units in the Developers' Allocation to transfer the same then and in that event the Developer shall with the consent in writing from the Owners may transfer such Unit to the intending Purchaser.
- 15.5 The Developer shall not employ any child labour for carrying out the construction work at the Property.
- 15.6 None of the Parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of Force Majeure Events with a view that the obligation of the Party affected by Force Majeure shall remain suspended for the duration of the Force Majeure Events.
- 15.7 The Developer shall constitute, organize and/or otherwise form or cause to be formed a Service Company Syndicate / Ad hoc Committee / Association or such other organization to takeover the Building(s) and the Property after its development. All costs, charges and expenses in

constitution, formation, organization, management and operation of such Service Company shall be borne by the respective Allottee and/or Purchasers of the Units in the Building(s) in such proportion to be decided and determined by Developer. The allottees/Purchasers of the Units in the Building(s) and the Owners and the Developers, in case the Owners and Developer retain the unsold portion of the Building(s) in terms of Clause 13 above, shall become members and/or shareholders of the said Service Company as and when constituted. Until the formation of the Service Company, both the Owners and the Developer and/or the Purchasers of the Units in the Building(s) shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Building(s) including the Property proportionately. The Owners and the Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Building(s) to be constructed at the Property.

- 15.8 All notices to be served under these presents shall be served by hand or by registered post/speed post with acknowledgement due at their respective addresses or at such other addresses as the respective Parties may hereafter notify in writing to each other.
- 15.9 All deeds, papers and documents to be executed between the Parties hereto and/or by the Parties hereto in favour of the Purchasers of the Unit shall be prepared by M/S. R. N. Ghose & Associates, Advocates of

10, Old Post Office Street, Room No. 36A, 1st Floor, Kolkata- 700 001
(Legal Advisers).

- 15.10 Only the courts having territorial jurisdiction over the Property shall try the disputes touching or concerning this Agreement.
- 15.11 In case upon the sanction of the Modified Building Plan for construction of the Building(s) any additional area and/or FAR becomes available in view of any amendment of any rules and regulations, then and in that event, the Developer at their own cost and expenses shall obtain additional sanction of the Building Plan or the Modified Building Plans for such additional area and that both the Owners and the Developer shall be entitled to their respective allocation in the same percentage agreed herein.
- 15.12 The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.
- 15.13 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at

its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages

15.14 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;

iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and

v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

16 Default

16.1 In case the Owners fail to give vacant and peaceful possession of the Property for any reason whatsoever and/or to obtain any other clearance and/or permission necessary for the sanction of the Modified Plans, then and in such event, the Developers shall be at liberty to either make and necessary efforts in that regard for and on behalf of the Owners and at the Owner's costs and expenses or to proceed with the Project, if feasible, with such deficiencies.

16.2 In case the Developers cause any breach of this agreement then and in that event the Owners shall have the option to cancel/or rescind this agreement. In the event, the Owners exercise their option to cancel and/or rescind this agreement then the Owners shall be entitled to take over the Project and have the same completed either by themselves or by appointing a separate independent Developer at the risk and cost of the Developer herein;

17 Liquidated damages

17.1 If at any time the Developer commits breach of any of the terms and conditions herein contained, then and in that event, the Owners shall give to

the Developer a notice in writing calling upon to rectify the breach and to perform and observe the terms and conditions and if the Developer fails and neglects to rectify and/or perform or observe the same within a period of 30 (thirty) days from the receipt of such notice, the Owners, in addition to the Owners' right to cancel this agreement and completion of the Project in terms of the said Clause 16.1 above, the Owners shall be entitled to a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only per diem on account of predetermined liquidated damages till such time the Developer vacates the Property and handover the same to the Owners'.

18 Dispute resolution and Arbitration

- 18.1 In the event of a dispute arising out of or in connection with the entire contract (including interpretation of any clause of the entire contract not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute to arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder and such arbitration shall be before a sole arbitrator to be named by the Advocates, R. N. Ghose & Associates. The venue of such arbitration shall be at Kolkata in the State of West Bengal and the arbitration shall be conducted in English language. The award of the arbitrator shall be binding on the Parties.

18.2 The Parties hereby agree that until the award is given none of the Parties shall do any act deed or thing whereby the construction of the said Building(s) is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the sanctioned plan.

19 Counterparts

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

20 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

21 No Assignment

This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of the group companies of the Developer.

22 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

23 Severability

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

THE FIRST SCHEDULE**(The Property)****(Part-I)**

ALL THAT the partly 2 (two) storied and partly 1 (one) storied building and structures measuring 3000 Square Feet (Ground Floor 1500 Square Feet and 1st Floor 1500 Square Feet) **TOGETHER WITH ALL THAT** the piece and parcel of Bastu land admeasuring 0.32 Acres, more or less in J. L. No.14, Mouza- Ghoia, R. S. and L. R. Khatian No. 957, R. S. Dag No. 834, L. R. Dag No. 1050, Police Station - Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality;

(Part-II)

ALL THAT the piece and parcel of Doba land admeasuring 0.05 Acres, more or less in J. L. No.14 Mouza- Ghola, R. S. and L. R. Khatian No. 957, R. S. Dag No. 835, L. R. Dag No. 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North), presently within Ward No. 30 of Panihati Municipality;

AGGREGATING IN ALL TO ALL THAT the partly 2 (two) storied and partly 1 (one) storied building and structures TOGETHER WITH ALL THAT the piece and parcel of Bastu and Doba land admeasuring 0.37 Acres, more or less in J.L. No. 14, Mouza – Ghola, R. S. and L. R. Khatian No. 957, R.S. Dag Nos. 834 and 835, L. R. Dag Nos. 1050 and 1051, Police Station - Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North), presently being Holding No. 32, Md. Kala Chand Road, within Ward No. 30 of Panihati Municipality and delineated in the map or plan annexed hereto and bordered in colour "RED" thereon and butted and bounded in the manner as follows :

<u>ON THE NORTH:</u>		BY R. S. Dag No. 831, 835 and 837;
<u>ON THE EAST</u>	:	BY R. S. Dag No. 836;
<u>ON THE SOUTH:</u>		BY 20 feet wide Municipal Road;
<u>ON THE WEST</u>	:	BY R. S. Dag No. 830

THE SECOND SCHEDULE

SPECIFICATION OF THE BUILDING AND FLAT

<u>BUILDING</u>	:	Designed on a RCC Frame structure with brick wall construction with suitable foundation depending on soil conditions.
<u>EXTERIOR ELEVATION</u>	:	To be designed by the architect, finished with suitable exterior paint finish.
<u>INTERIOR WALLS</u>	:	Brick walls finished with cement plaster and plaster of paris.
<u>STAIRCASE & LOBBY</u>	:	Wide staircase, elegantly designed lobby and corridors with kota/granite stone/vitrified tiles.
<u>FLOORING</u>	:	Vitrified tiles in living room areas and Ceramic tiles in all bedrooms.
<u>KITCHEN</u>	:	Anti skid Ceramic tiles/Kota stone Flooring, Polished black Granite top platform with one stainless steel sink, glazed tiles dado up to 2 feet above the platform.
<u>BATHROOM</u>	:	Anti skid Ceramic tiles flooring with wall dado up to door height. Western style white sanitary fitting. Hot and Cold

WINDOWS

water provision in all Toilet. CP Fittings of reputed make.

Anodized sliding Aluminium windows with glass panes.

DOORS & FRAMES

Wooden Door Frames. Main Door Vineer both side with lock and eyepiece, Flush doors primer coated on both side.

ELECTRICALS

Concealed electrical wiring, ISI Marked. Modular type switches with MCB. ISI Marked.

AC point in master bedroom and in any one Bedroom.

Telephone and Broadband points in Living/Dinning .

TV Cable point in Master bedroom & Living/Dinning .

Gyser point in all Bathrooms.

Exhaust Fan outlet in Kitchen and all Toilets.

Call bell point at main door.

LIFTS

Elevators of reputed make in each block. KONE or any other make of reputed manufacturer.

FIRE SAFETY

Modern fire fighting systems as per WBFES norms.

WATER SUPPLY

Water supply with Filtration plant.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

SIGNED AND DELIVERED by the

Within named OWNERS at Kolkata

in the presence of:

1. Ranajit Kundu
S/o Lt. Chettaranjan Kundu
Badamtala 2nd lane
Namaker Bagar, Chandanwore
Howrah

2. Hakim Singh
S/o Lalbahu Singh

34 CPT Chitola Railway
Ward No - 52
K.L. - 77 -

For RASHMI DEALER PVT. LTD.

Radheepugalia
Authorized Signatory

For SHREE SHYAM AGRO PYT. LTD.

Sunil Kumar Agarwal
Director

SUNIL KUMAR AGARWAL

For SHREEDHAN CONSTRUCTION PVT. LTD.

Sudhir Kumar Bhagat
Director
SUDHIR KUMAR BHAGAT

SIGNED AND DELIVERED by the

Within named DEVELOPER at Kolkata

For FTC CONCRETE PVT. LTD.

in the presence of:

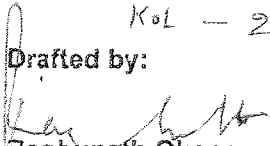
Sandeep Chinalakur

Director ✓

1. Ranajit Kundu
S/O Mr. Chitra ranjan Kundu
Badamtala, 2nd lane
Namaker Bagan, Chandernagore
Howrah

2. Hakim Singh
S/o - Lal Babu Singh
34 CPT Railway Station
Ward No. 82
KOL - 27

Drafted by:


Raghunath Ghose
Advocate
High Court, Calcutta
Enrolment No. F/803/784/89

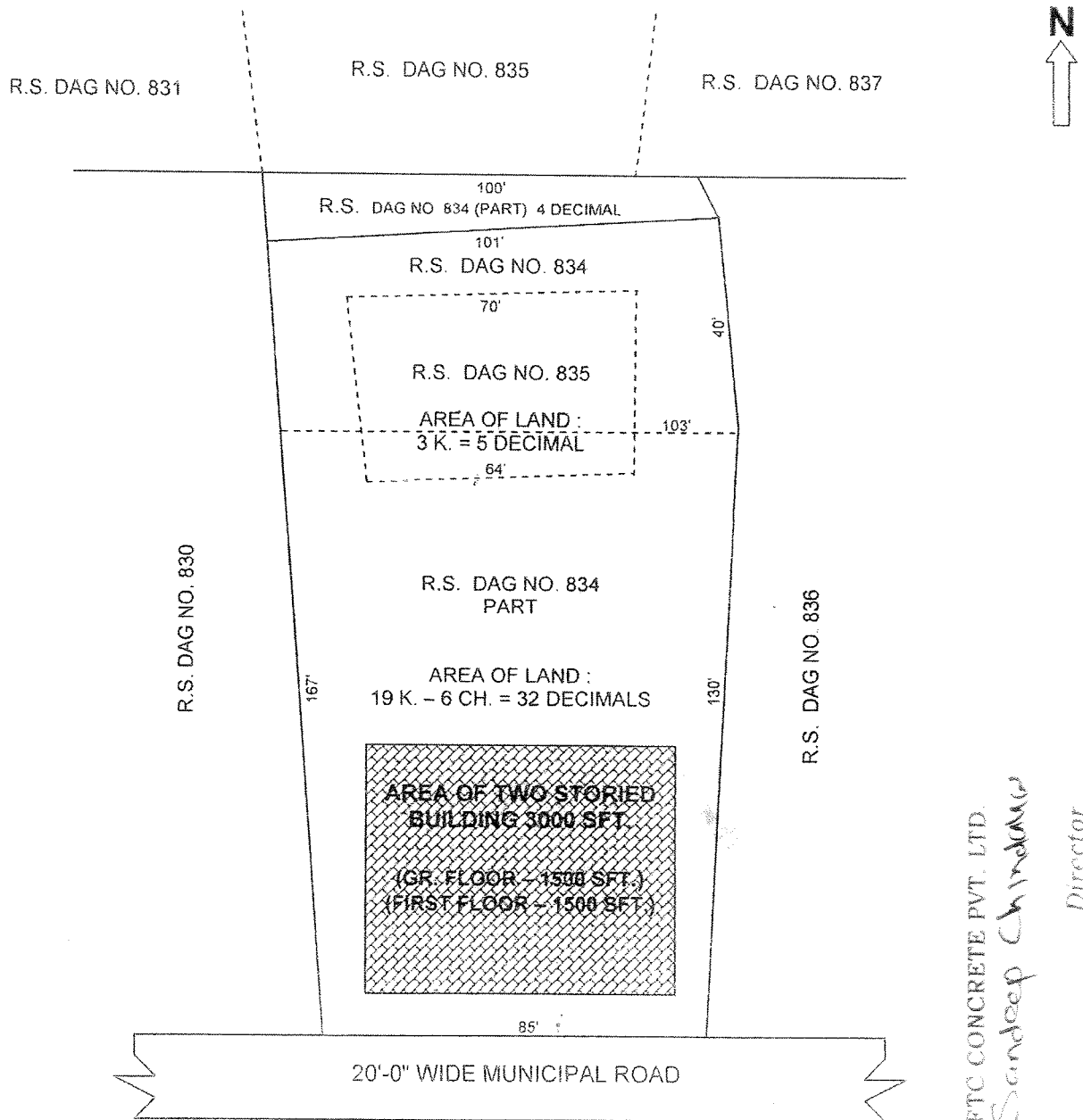
SITE PLAN OF A PLOT OF BASTU & DANGA LAND LYING SITUATE AT AND BEING HOLDING NO. 32, MD. KALACHAND ROAD AT MOUZA - GHOLA, J.L. NO. 14, TOUZI NO. 6, R.S. NO. 103 COMPRISED OF R.S. DAG NO. 834 (P) & 835 APPERTAINING TO R.S. KHATIAN NO. 1050 CORRESPONDING TO L.R. KHATIAN NO. 957 UNDER THE POLICE STATION OF GHOLA WITHIN THE LIMITS OF PANIHATI MUNICIPALITY IN WARD NO. 30 IN THE DISTRICT OF NORTH 24 PARGANAS.

AREA OF LAND IN R.S. DAG NO. 834 (P) : BASTU - 19 COTTAHAS 06 CHITTACKS = 32 DECIMALS

AREA OF LAND IN R.S. DAG NO. 835 (P) : DANGA - 03 COTTAHAS 00 CHITTACK = 05 DECIMAL

TOTAL AREA OF LAND : 22 COTTAHAS 06 CHITTACKS = 37 DECIMALS.

AREA MKD. WITH RED BORDER



For PTC CONCRETE PVT. LTD.
Sandeep Chandra
Director

SIGNATURE OF OWNERS

For RASHMI DEALER PVT. LTD.

Rashmi Dealer PVT. Ltd.
Director

1. RASHMI DEALER PVT.LTD.

For SHREE SHYAM AGRO PVT. LTD.

Shree Shyam Agro PVT. Ltd.
Director

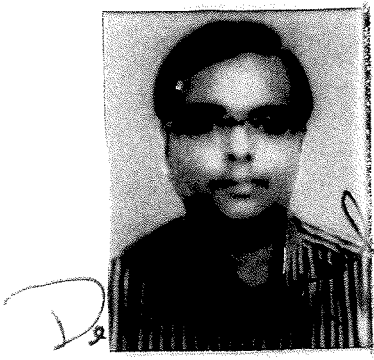
2. SHREE SHYAM AGRO PVT.LTD.

For SHREEDHAN CONSTRUCTION PVT. LTD.

Shreedhan Construction PVT. Ltd.
Director

3. SHREE DHAN CONSTRUCTION PVT. LTD.

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details

Sl. No.	Name, Address, Photo, Finger print and Signature
1	<p>Rashmi Dealer Pvt Ltd 2 B , Grant Lane , Second Floor, P.O:- Bowbazar, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700012 PAN No. AADCR9005L, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr Pradeep Kumar Pugalia, Authorized Signatory Son of Mr Sumermal Pugalia 2 B , Grant Lane , 2nd Floor, P.O:- Bowbazar, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700012 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative Date of Execution : 31/07/2015 Date of Admission : 11/08/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>Shree Shyam Agro Pvt Ltd 17 , Park Lane , 2nd Floor, P O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700016 PAN No. AAGCS9223A, Status : Organization Represented by representative as given below:-</p>
2(1)	<p>Mr Sunil Kumar Agarwal, Director Son of Mr Shambhu Dayal Agarwal 17 , Park Lane ,2nd Floor, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative Date of Execution : 31/07/2015 Date of Admission : 11/08/2015 Place of Admission of Execution : Pvt. Residence</p>
3	<p>Shreedhan Construction Pvt Ltd 10-1-2 , Syed Sally Lane, P.O:- Tiretta Bazar, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN 700073 PAN No AASCS8038D, Status : Organization Represented by representative as given below:-</p>

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
3(1)	<p>Mr Sudhir Kumar Bhagat, Director Son of Mr Bijay Kumar Bhagat 10-1-2 , Syed Sally Lane, P.O:- Tiretta Bazar, P.S:- Jorasanko, District:-Kolkata, West Bengai, India, PIN - 700073 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative Date of Execution : 31/07/2015 Date of Admission : 11/08/2015 Place of Admission of Execution : Pvt. Residence</p>

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Md. Kala Chand Road, Mouza: Ghola, Ward No: 30, Holding No:32	RS Plot No:- 834 , RS Khatian No:- 957	0.32 Acre	5,00,000/-	1,45,45,440/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L2	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Md. Kala Chand Road, Mouza: Ghola	RS Plot No:- 835 , RS Khatian No:- 957	0.05 Acre	2,00,000/-	22,72,725/-	Proposed Use: Bastu, ROR: Doba, Property is on Road

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	1500 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
F1	Floor No: 1	1500 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1, L2	3000 Sq Ft.	3,00,000/-	22,50,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Rashmi Dealer Pvt Ltd	F T C Concrete Pvt Ltd	10.6667	33.3333
	Shree Shyam Agro Pvt Ltd	F T C Concrete Pvt Ltd	10.6667	33.3333
	Shreedhan Construction Pvt Ltd	F T C Concrete Pvt Ltd	10.6667	33.3333
L2	Rashmi Dealer Pvt Ltd	F T C Concrete Pvt Ltd	1.66667	33.3333
	Shree Shyam Agro Pvt Ltd	F T C Concrete Pvt Ltd	1.66667	33.3333
	Shreedhan Construction Pvt Ltd	F T C Concrete Pvt Ltd	1.66667	33.3333

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
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Developer Details

Sl. No.	Name, Address, Photo, Finger print and Signature
1	F T C Concrete Pvt Ltd 4 A, Syed Sally Street, P.O:- Kolootola, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700073 PAN No. AABCF2315D, Status : Organization Represented by representative as given below:-
1(1)	Mr Sandeep Chindalia, Director Son of Mr Fateh Chand Chindalia 4 A , Syed Sally Street, P.O:- Kolootola, P.S:- Jorasanko, District:-Kolkata, West Bengal, India, PIN - 700073 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative Date of Execution : 31/07/2015 Date of Admission : 11/08/2015 Place of Admission of Execution : Pvt. Residence

B. Identifire Details**Identifier Details**

Sl. No.	Identifier Name & Address	Identifier of	Signature
1	Mr Ranajit Kundu Son of Late Chittaranjan Kundu Badamtala 2nd Lane , Namarer Bagan , Chandannagore, P.O:- Chandannagore, P.S:- Chandannagar, District:-Hooghly, West Bengal, India, PIN - 712136 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India,	Mr Pradeep Kumar Pugalia, Mr Sunil Kumar Agarwal, Mr Sudhir Kumar Bhagat, Mr Sandeep Chindalia	

C. Transacted Property Details**Land Details**

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
31	Rashmi Dealer Pvt Ltd	F T C Concrete Pvt Ltd	1000 Sq Ft	33.3333
	Shree Shyam Agro Pvt Ltd	F T C Concrete Pvt Ltd	1000 Sq Ft	33.3333
	Shreedhan Construction Pvt Ltd	F T C Concrete Pvt Ltd	1000 Sq Ft	33.3333

D. Applicant Details

Details of the applicant who has submitted the requisition form

Applicant's Name	Raghunath Ghosh
Address	10 , Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.R.A. - II KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190208894 / 2015

Query No/Year	19021000214095/2015	Serial no/Year	1902008724 / 2015
Deed No/Year	I - 190208894 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Pradeep Kumar Pugalia	Presented At	Private Residence
Date of Execution	31-07-2015	Date of Presentation	11-08-2015

Remarks

On 10/08/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,90,68,165/-



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 11/08/2015

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15:05 hrs on : 11/08/2015, at the Private residence by Mr Pradeep Kumar Pugalia .

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 11/08/2015 by

Mr Pradeep Kumar Pugalia, Authorized Signatory , Rashmi Dealer Pvt Ltd , 2 B , Grant Lane , Second Floor, P.O: Bowbazar, Thana: Bowbazar, , Kolkata, WEST BENGAL, India, PIN - 700012

Indetified by Mr Ranajit Kundu, Son of Late Chittaranjan Kundu, Badamtala 2nd Lane , Namarer Bagan , Chandannagore, P.O: Chandannagore, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, By caste Hindu, By Profession Professionals

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 11/08/2015 by

Mr Sunil Kumar Agarwal, Director , Shree Shyam Agro Pvt Ltd , 17 , Park Lane , 2nd Floor, P.O: Park Street, Thana: Park Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016

Indetified by Mr Ranajit Kundu, Son of Late Chittaranjan Kundu, Badamtala 2nd Lane , Namarer Bagan , Chandannagore, P.O: Chandannagore, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, By caste Hindu, By Profession Professionals

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 11/08/2015 by

Mr Sudhir Kumar Bhagat, Director , Shreedhan Construction Pvt Ltd , 10-1-2 , Syed Sally Lane, P.O: Tiretta Bazar, Thana: Jorasanko, , Kolkata, WEST BENGAL, India, PIN - 700073
Identified by Mr Ranajit Kundu, Son of Late Chittaranjan Kundu, Badamtala 2nd Lane , Namarer Bagan , Chandannagore, P.O: Chandannagore, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136. By caste Hindu, By Profession Professionals

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 11/08/2015 by

Mr Sandeep Chindalia, Director, F T C Concrete Pvt Ltd , 4 A, Syed Sally Street, P.O: Kolootola, Thana: Jorasanko, , Kolkata, WEST BENGAL, India, PIN - 700073
Identified by Mr Ranajit Kundu, Son of Late Chittaranjan Kundu, Badamtala 2nd Lane , Namarer Bagan , Chandannagore, P.O: Chandannagore, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136. By caste Hindu, By Profession Professionals



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 17/08/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,094/- (B = Rs 10,989/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 11,094/-

Description of Draft

1. Rs 11,094/- is paid, by the Draft(8554) No: 370444000427, Date: 12/08/2015, Bank: STATE BANK OF INDIA (SBI); high court kolkata.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Draft Rs 40,021/-, by Stamp Rs 50/-

Description of Stamp

1. Rs 50/- is paid on Impressed type of Stamp, Serial no 17297, Purchased on 21/05/2015, Vendor named A Banerjee.

Description of Draft

1 Rs 40.021/- is paid, by the Draft(8554) No: 370443000427, Date: 12/08/2015, Bank: STATE BANK OF INDIA (SBI), high court kolkata.



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE

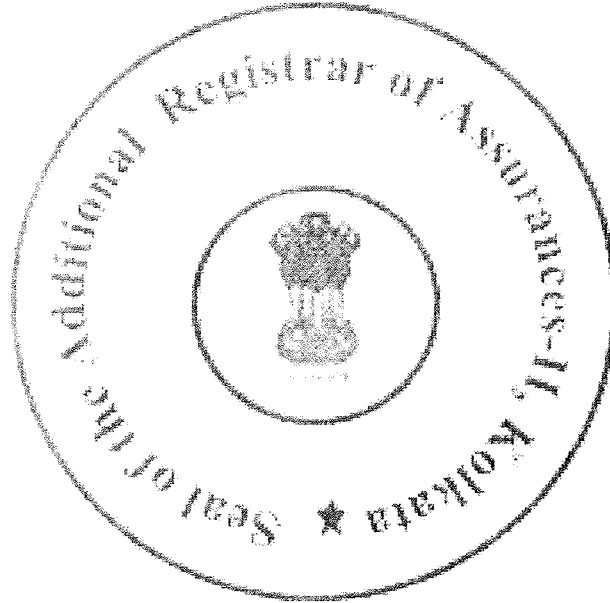
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2015, Page from 106346 to 106410
being No 190208894 for the year 2015.



Digitally signed by ASHOKE KUMAR
BISWAS
Date: 2015.09.08 12:05:18 +05:30
Reason: Digital Signing of Deed.

Biswas

(Ashoke Kumar Biswas) 08-09-2015 12:05:17
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)