

NOTARIAL CERTIFICATE

(Pursuant to sec 8 of the Notaries Act, 1952)

NOTARY CERTIFICATE

SURI SADAR SUB-DIVISION, DISTRICT - BIRBHUM
Govt. of West Bengal

TO ALL TO WHOM THESE PRESENT SHALL COME. I Sri MD. NASER HOSSAIN duly authorized by the Government of West Bengal to practice as NOTARY PUBLIC in the Suri Sadar Sub-Division, District - Birbhum of the State of West Bengal within the Union of India, do hereby declare and certify that the paper writing collectively marked 'A' annexed here to herein after called the 'paper writings' 'A' are presented before me by the executant(s).

1st party - (1) R. Agarwala & Co

U.P. Agarwala (2) B. Agarwala

U.P. R. Agarwala Rehabilitation at
Mayurakshi Parani Sanitation Dept

S.P.O. Santhea Dist. Birbhum - m.d.B

2nd party - (1) R. Agarwala (2)

B. Agarwal (3) Santhea G.P.S.

Construction Pvt Ltd. m.d. Santhea partner

Hereinafter referred as the 'executant(s)' on the 15th day of April
two thousand ~~seven~~ ~~seven~~

2017

The 'executant(s)' having admits the execution of the "paper writing" 'A' in respective hand(s) in the presence of the witness(es), who as such subscribe(s) signature(s) thereon, and being satisfied as to the identity to the executant(s), and the said execution I have authenticated, verified and attested the execution of the Paper writing 'A' and testify that the said execution is in the respective hand(s) of the executant(s).

AN ACT WHERE OF being required of a Notary Public, I have granted These Presents as my NOTARIAL CERTIFICATE to serve and avail as need the occasion or may require.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribe my Hand and affixed my Notarial seal on this the 15th day of April, 2017.

Md. Naser Hossain
Notary
Suri Sadar Sub-Division
15/04/17

Md. Naser Hossain
Notary
Suri Sadar Sub-Division
15/04/17

(Md. Naser Hossain)
Notary
Regd. No. - 12/2016
Govt. of West Bengal
Suri Sadar Sub-Division, Dist. Birbhum

Signature of the Notary Public
The Notary Public



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M/s. Sainthia GPJ Construction

Sandip Agarwal

Partner.

M/s. Sainthia GPJ Construction

Shawna Agarwala

Partner.

Sandip Agarwal

Shawna Agarwala

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Sainthia GPJ Construction Pvt. Ltd.

Shawna Agarwala

Director.

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE this 15th day of April, 2017.

BETWEEN

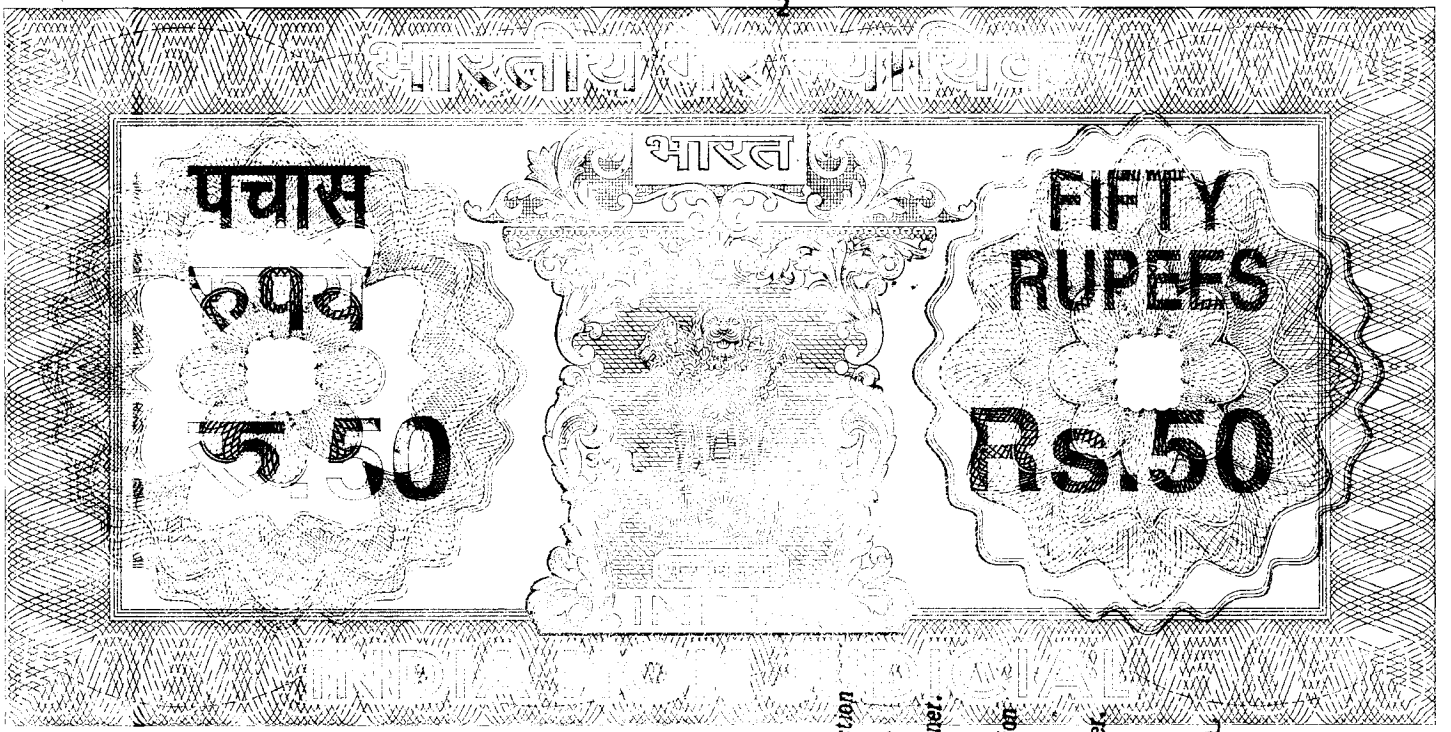
- 1. SRI SANDIP AGARWALA**(having PAN NO. AGKPA1091R),
S/o Late Gopal Prasad Agarwala. by faith - Hindu,
Nationality - Indian, Occupation - Business, residing at
Mayurakshi Sarani, Ward No - 05, Sainthia, Post Office -
Sainthia, Police Station - Sainthia, District - Birbhum, Pin
Code - 731234,

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal

Director.

[Handwritten signature]
15/04/17



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M/s. Sainthia GPJ Construction
Sandip Agarwal
Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
Partner.
Sandip Agarwal
Bhawna Agarwala

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53
Director

2. **SMT BHAWNA AGARWALA**(having PAN NO. AJCPT1717G),
W/o Sri Sandip Agarwala. by faith – Hindu, Nationality –
Indian, Occupation – Housewife, residing at
Mayurakshi Sarani, Ward No - 05, Sainthia, Post Office –
Sainthia, Police Station – Sainthia, District – Birbhum, Pin
Code – 731234,

hereinafter referred to as the **LAND OWNERS**(which term
or expression shall excluded by or repugnant to the subject
or context be deemed to mean or include her heirs,
executors, administrators, legal representatives and
assigns) of the **ONE PART** .

AND

'SAINTHIA GPJ CONSTRUCTION' PAN-ADOF51321B,
GSTIN – 19ADOF51321B1ZB a Partnership Firm
incorporated under the provisions of the Indian
Partnership Act, 1932, and having its registered Office at
College Road, Sainthia, Ward No- 06, P.O – Sainthia, P.S -

W/dk m
15/09/17

Sainthia GPJ Construction Pvt. Ltd.
Sandip Agarwal
Director.

M/s. Sainthia GPJ Construction
Sandip Agarwala
Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
Partner.

Sandip Agarwala

Bhawna Agarwala

Sainthia, DIST- Birbhum, PIN-731234, West Bengal, represented by its Partners namely, **1. SRI SANDIP AGARWALA**, (PAN- AGKPA1091R), S/o Late Gopal Prasad Agarwala. by faith - Hindu, Nationality - Indian, Occupation - Business, residing at Mayurakshi Sarani, Ward No - 05, Sainthia, Post Office - Sainthia, Police Station - Sainthia, District - Birbhum, Pin Code - 731234 **2. SMT BHAWNA AGARWALA**, (PAN - AJCPT1717G), W/o Sri Sandip Agarwala. by faith - Hindu, Nationality - Indian, Occupation - Housewife, residing at Mayurakshi Sarani, Ward No - 05, Sainthia, Post Office - Sainthia, Police Station - Sainthia, District - Birbhum, Pin Code - 731234, and **3. SAINTHIA GPJ CONSTRUCTION PVT. LTD.** (PAN NO. AAZCS2779J), a Company having its office at College Road, Sainthia, Ward No- 06, P.O/P.S- Sainthia, DIST- Birbhum, PIN-731234, West Bengal hereinafter referred to as the **DEVELOPER** (which term or expression shall be excluded by or repugnant to the subject or context be deemed to mean or include its heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

AND WHEREAS one Sri Sandip Agarwala and Smt. Bhawna Agarwala of Village- Sainthia became the owner of the landed property measuring about 20 Decimals comprised in - Mouza- Muradihi, L.R. Dag/Plot No- 37, J.L No- 97, Khatian No- 1668 & 2789 by way of inheritance from father and gift from husband respectively. And after becoming the owner of the aforesaid landed property the said Sri Sandip Agarwala and Smt. Bhawna Agarwala recorded their names in the records of right and paid the taxes regularly.

AND WHEREAS after becoming the joint owners of the said landed property they were in possession and enjoyed the said landed property free from all encumbrances and during their joint enjoyment of the said landed property measuring about 20 Decimals party hereto of the one part intends to develop their aforesaid premises for residential and commercial exploitation of their land including better facilities for living, so they join their hands with the herein developer for development work for residential and commercial exploitation of the properties of the owners with certain terms

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala

Director

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwala

Director.

[Handwritten Signature]
15/09/17

M/s. Sainthia GPJ Construction
Sandip Agarwal
 Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
 Partner.

Sandip Agarwal
Bhawna Agarwala

and conditions which has been accepted by the owners and /or settled between the parties herein as follows:

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED AND BETWEEN THE PARTIES AS FOLLOWS:-

The owners of the land has agreed to develop and the developer have agreed to execute development agreement on **ALL THAT** piece and parcel of the land measuring 20 Decimals lying and situated at **Plot No. 37, College Road** and comprised in- Mouza- Muradihi, , J.L No-97, Khatian No- 1668 & 2789, under **Ward No- 06** of the Sainthia Municipality, Police Station- Sainthia District- Birbhum, Sub-Registry Office at Suri morefully described in the Schedule-‘A’ hereunder and referred to as **SAID PROPERTY** herein.

AND WHEREAS as the said owners **Sri Sandip Agarwala and Smt. Bhawna Agarwala** hereby handover the said property to the developer for the purpose of new construction is free from all encumbrances, acquisition urban land ceiling and/or any other encumbrances what so ever in fully vacant possession upon execution of this agreement and giving the necessary **POWER OF ATTORNEY** for smooth sailing/ development of this project.

- 1. OWNERS ALLOCATION** shall mean 30%(15%+15%) of total constructed area according to the plan such as to be sanctioned by the Sainthia Municipality (hereinafter referred to as “Sainthia Municipality”). Apart from the owner allocation as mentioned above, the owner, shall have no right, title and interest in any other portions of the building to be constructed at premises except the enjoyment of common portion and particularly mentioned in the owner allocation.

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala
 Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal
 Director.

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M/s. Sainthia GPJ Construction
Sandip Agarwal -
Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala -
Partner.

Sandip Agarwal -

Bhawna Agarwala

Therefore, the owner Sri Sandip Agarwala's allocation shall be the half of the entire first floor, 1(one) 2BHK Flat at Third Floor, 2(two) Four wheeler Parking Space on the Basement, and Smt. Bhawna Agarwala's allocation is the remaining half portion of the first floor, 1(one) 2BHK Flat at third floor and 2(Two) Four wheeler Parking space on the ground floor.

2. **DEVELOPER'S ALLOCATIONS** shall mean 70% area of the total constructed area of the proposed multi-storied building comprised total Ground Floor, 2nd floor, 4th Floor and remaining portion of 3rd Floor and Basement left after deducting land owners portion including common facilities as absolutely belong to the **DEVELOPER** after providing the owner allocation as aforesaid and together with the absolute right on the part of the **DEVELOPER** and or prospective buyers and intending transferors, transferees, lease and or any way deal with the same but with out in any way affecting the right and interest of the **OWNER**.
3. **THE ARCHITECTS** shall mean such person or persons with requisite qualification who will be appointed by the developers for designing and planning of the new building.
4. **BUILDING PLAN** will mean such plan prepared by the architect for the construction of the building and sanctioned by the Sainthia Municipality and/or any other competent authority as the case may be.
5. **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in the MULTISTORIED storied building to sell / gift thereof from the developer allocation without causing in any manners the inconvenience to the owners allocation.

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala,

Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal -

Director.

M/s. Sainthia GPJ Construction
15/9/12

M/s. Sainthia GPJ Construction
Sandip Agarwal
Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
Partner.

Sandip Agarwal
Bhawna Agarwala

- 6. TRANSFEREE** shall mean a person, firm, limited company association of person to whom any space in the building will be transferred from the developer's allocations.
- 7. WORDS** importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly was importing neutral gender shall include both masculine and feminine genders.

COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement and this will be a registered agreement.

OWNER RIGHTS AND REPRESENTATION

1. The owner is absolutely seized and possessed and/or otherwise well and sufficient entitled to the Schedule property.
2. None other than the owner has any claim, right, title, and/or demand over and in respect of the said premises and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the urban land (Ceiling and Regulation) Act, 1976.

DEVELOPEMENT RIGHT

1. The owner hereby grants subject to what has been under provided, exclusive right to the developers to build up on and to exploit the said plot of land and shall be able to construct the new building thereon in accordance with the proposed MULTISTORIED storied building with the plan to be sanctioned by Sainthia Municipality with or without any amendment and/or modification thereto made or cause to be made by the parties thereto.
2. All applications, plans, and other papers and documents as may be required by the developers for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and

AS/Dr
15/09/17

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala
Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal
Director.

M/s. Sainthia GPJ Construction
Sandip Agarwal
 Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
 Partner.

Sandip Agarwal
Bhawna Agarwala

Sainthia GPJ Construction Pvt. Ltd. Sainthia GPJ Construction Pvt. Ltd.
Sandip Agarwal
Bhawna Agarwala
 Director. Director.

submitted by the developer at their own cost and expenses and the developer shall bear all fees and charges including architect fees required to be paid or deposited for exploitation of the said property provided however the developer shall be exclusively entitled to all refunds from the competent authority and/or deposits made by the developer.

- Nothing in this presents shall be constructed as a demise or assignment or conveyance in law by the owner of the said premises or any part thereof to the developers as creating any right, title or interest in respect of the developer to exploit the same in terms thereof and to deal with the developer's allocation in the new building in the manner hereinafter stated.

CONSIDERATION

In consideration of the owner having agreed to permit the developer to exploit the said property and to construct, erect, and built a new building in accordance with the to be sanctioned by Sainthia Municipality in the name of owner/developers and in accordance with the specification and materials description of which are stated in details in Schedule "C" below i.e on completion of proposed building on the property in question the owners shall be at first instance entitled to get according to the owners allocation as mentioned.

POSSESSION

- The owner will give quite peaceful and unencumbered possession of the aforesaid premises to the developer's simultaneously with the execution of this agreement enabling the developer to serve the entire premises and for making soil testing and preparation of the proposed building plan.

Affix
 15/09/12

M/s. Sainthia GPJ Construction
Sandip Agarwal
 Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
 Partner.

Sandip Agarwal

Bhawna Agarwala

2. The developer shall on completion of the new building shift the owner and handover the undisputed possession of owner's allocation in total complete, finished and habitable condition and the owner shall enjoy the said owner's allocation together to all rights in common to the common portion as absolute owner thereof.
3. The developer shall be exclusively entitled to the developer's allocation in the proposed building with exclusive right to transfer or otherwise deal with or disposed off the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
4. In so far as necessary all dealing by the developer in respect of the new building shall be in the name of the owners for which purpose the owner will execute the Power of Attorney in the form and manner reasonably require by the developer, it is being understood however that such dealing shall not in any manner fasten or create any financial or legal liabilities upon the owner nor there will be any clause inconsistency with or against the terms mentioned in this agreement .

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala
 Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal
 Director.

JOINT OBLIGATION

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building as and from the date of handing over the vacant possession/execution of this development agreement and if there are any dues of property Taxes or any other taxes regarding the said property before the date of handing over/execution of this development agreement, the owner shall be liable to borne the same.

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 15/11/17

M/s. Sainthia GPJ Construction
Sandip Agarwal
 Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
 Partner.

Sandip Agarwal

Bhawna Agarwala

2. As soon as the new building is completed within the stipulated time hereinafter mentioned, the developer shall give written notice to the owner for handing over the owner's allocation in the multistoried building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and after one month from the date of receipt of service of such notice and at all times thereafter, the owner shall be exclusively responsible for payment of all municipality taxes ,rates, duties of the owners allocation and other public outgoings and imposition whatsoever for the sake of brevity ,referred to as the said rates payable in respect of the owner's allocation, the said rates to apportioned pro-rata with referable to the salable space in the building if they are levied on the building as a whole.
3. After distribution of all flats and /or space amongst the prospective buyers and owners, there will be an association to be formed amongst the respective flat owner maintaining the proposed building.
4. That owner shall not do any act deed or thing whereby the developer shall be prevented from construction and completion of the said building.
5. The owner will include their name and put signature in all papers and documents and deed those may come on the way of the developer for successful completion of the project since the project will be promoted in the owner's name.
6. The owner have handed over to the developer the original title deed, mutation certificate, B.L.R.O Record of Right in respect of the schedule "A" property.
7. If at the initial stage the project fails without creating any damages to the property in question of no fruit to the developer or then the owner

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal

Director.

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala

Director.

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 15/4/12

M/s. Sainthia GPJ Construction
Sandip Agarwal
 Partner,

M/s. Sainthia GPJ Construction
Bhawna Agarwala
 Partner.

Sandip Agarwal
Bhawna Agarwala

will be liable to pay back said advance money within a span of six months to the developer.

COMMON RESTRICTION

The owner allocation in the proposed new building will be subject to the same restrictions on transfer and use as are applicable to the developer allocation in the new building intended for common benefits of all occupiers of the new building which shall include the follows:-

- a. The owners shall not use or permit to be used of the owner allocation in the new building or any option thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the intending flat owners /occupiers of the new building.
- b. The developer and his nominee /nominees shall also not use or permit to be used of the developers allocation in the new building or any portion thereof for carrying or any obnoxious illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance, hazard to the intending owner of the new building.
- c. Both the parties shall abide by all laws, bylaws, rules and regulations of the Governments, local bodies and associations when formed in future as the case may be without invading the right of the owner.
- d. The respective allottee shall keep their respective allocation in the building in good working conditions and repairs and neither parties shall not accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors any other portions of the new building.

OWNER OBLIGATION

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala
 Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal
 Director.

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 15/04/17

M/s. Sainthia GPJ Construction
Sandip Agarwal -
Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
Partner.

Sandip Agarwal -
Bhawna Agarwala.

1. The owners hereby agrees and covenant with the developer not cause any interference or hindrance in the construction of the building at the said property by the developer.
2. The owners hereby agree and covenant with the developer not to do any act or deed or thing whereby the developer may be prevented from selling assigning and /or disposing of any portion or portions of the developer's allocated portion in the building or of the said property,
3. The owners hereby agree and covenant with the developer not to let out, grant lease, mortgage and /or charge the developer's allocation but shall have the right to let out grant, lease, mortgages and /or charge owner's allocation. Allocated owner portions to any person /persons , company /companies ,save and except the developer allocation. The developer also shall not have any right to let out ,grant ,lease ,mortgage and /or charges the allocated super built up area of the owner's allocation but shall have all the right to let out grant, lease ,take booking money etc from the person/persons ,company ,companies in respect of the developer's allocation and shall have further right to sell the developer's allocation and shall have further to sell the developer's allocation to the prospective purchaser and or its nominee/nominees.
4. The owners herein shall cooperate with the developer if required herein for getting the plan sanction from Sainthia Municipality and shall put her signature in all documents applications papers ,wherever required by the developer for the getting the plan sanction from the Sainthia Municipality and also for construction of the proposed building including the sale of developer allocation in favour of the nominees of the developer in terms of this agreement failing which the owner shall be jointly and severally held and responsible to pay damages in practical to the developer as will be demanded by

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala
Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal -
Director.

Handwritten signature and date: 15/04/17

M/s. Sainthia GPJ Construction

Sandip Agarwal -
Partner.

M/s. Sainthia GPJ Construction

Chawna Agarwala
Partner.

Sandip Agarwal -

Chawna Agarwala.

them himself forthwith , otherwise the property of the owner shall be remain under charge so long the owner will not pay damages to the developer and the developer shall have the liberty to realize the quantum of damages from the owner under the provision of law.

DEVELOPER'S OBLIGATION

The developer hereby agrees and covenant with the owner.

- a. The developer shall be held and responsible to get the necessary papers, mutated, sanction plan from the Sainthia Municipality as with active co-operation on the part of the owner.
- b. Not to violate or contravene any of the provision or rules applicable for construction of the building.
- c. The developer shall arrange alternative accommodation for the owner at its cost from the date of handing over the possession of the schedule property to the handed over the possession of the owner allocation.

OWNER'S INDEMNITY

The owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy their allocated portion without any interference and/or disturbance provided the developers performance and fulfills all and singular the terms and conditions herein contained and/or part to be observe and performed.

DEVELOPERS INDEMNITY

1. The developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or ommission of the developer in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the KMC on that behalf.

Sainthia GPJ Construction Pvt. Ltd.

Chawna Agarwala
Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal -
Director.

18/04/17

M/s. Sainthia GPJ Construction
Sandip Agarwal
 Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala
 Partner.

Sandip Agarwal
Bhawna Agarwala

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala
 Director.

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal
 Director.

2. The developer hereby undertakes to keep the owners indemnified against all action suit costs proceedings and claim that may arise out of the developer allocation with regard to the development of the said premises and/or in the matter of constructions of the building and/or any defect therein.

MISCELLANEOUS

1. The owners and the developer have entered in to the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owners .The parties hereto an proceed with these agreement nothing in these presents shall be construed as a demise or assignment or conveyance in and the owners of the said property or any part thereof to the developer or as creating any right title and interest in respect thereof of the developer or other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the owners and their estate (Schedule "A") shall not be encumber and liable for payment of the dues of such bank or banks and that purpose the developers shall keep the owners indemnified against all action suits proceedings and cost charges and expenses in respect thereof.
2. That the owners hereby fully agree and give consent the developer shall have right to advertise, fix hoarding or benefit or commercial exploitation of the new proposed building from the date of execution of this agreement and on completion of the building or earlier all such advertisements and hoarding expenses shall be borne by the developer at his own cost.
3. That after getting the possession of the 30% area mentioned below in Schedule 'B' the land owners become absolute owner and possession

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 15/09/12

Sandip Agarwal -
Bhawna Agarwala.

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M/s. Sainthia GPJ Construction
Sandip Agarwal.
Partner.

M/s. Sainthia GPJ Construction
Bhawna Agarwala.
Partner.

Sainthia GPJ Construction Pvt
Sandip Agarwal.
Direc

Sainthia GPJ Construction Pvt. Ltd.

Bhawna Agarwala.
Director.

holder of that portion. And they become fully entitled and mutually transfer their shares in the name of any one land owner mentioned above herein or can exchange their allotted portion between them.

FORCE MAJURE

1. The parties hereto shall not be considered to be liable for any objection hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended for during the duration such majeure, if any.
2. Force majeure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strikes, lockout and /or any other act or commission beyond the control of the parties hereto.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of the land 20 Decimal thereon measuring an area 8712 square feet be the same a little more or less lying and situated at **Plot No. 37, College Road** and comprised in- Mouza- Muradihi, , J.L No-97, Khatian No- 1668 & 2789, under **Ward No- 06** of the Sainthia Municipality, Police Station- Sainthia District- Birbhum, Sub-Registry Office at Suri which is butted and bounded by:-

ON THE NORTH

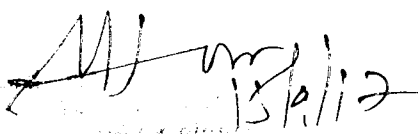
Land Owners Vacant Plot.

ON THE SOUTH

Sainthia - Chowhatta Main Road.

ON THE EAST

Land Owners Vacant Plot.


15/11/12

ON THE WEST

A Narrow lane.

Sandip Agarwal
Bhawna Agarwala

M/s. Sainthia GPJ Construction

Sandip Agarwal
Partner.

M/s. Sainthia GPJ Construction

Bhawna Agarwala
Partner.

THE SCHEDULE 'B' ABOVE REFERRED TO OWNER'S ALLOCATION

Owner's allocation means approx 30% of total constructed area of the proposed B+G+4 multi storied building i.e. entire 1st floor measuring about 5969 sq.ft. 4(Four) Four wheeler parking space in the basement measuring about 560 sq. ft. (140 sq. ft. each * 4) and 2(Two) 2BHK Flats namely '3E' & '3F' in the third floor measuring about 960 and 902 respectively. Apart from the owner allocation as mentioned above, the owners, shall have no right, title and interest in any other portions of the building to be constructed at premises except the enjoyment of common portion and particularly mentioned in the owner's allocation. The portion mention in this schedule partly by way of area and partly by way of pecuniary value covered 30% of the B+G+4 proposed multistoried building. Owners are fully entitled to mutually exchange their shares between them or transfer the whole in any one owner's name herein above mentioned.

THE SCHEDULE 'C' ABOVE REFERRED TO DEVELOPER'S ALLOCATION

Remaining 70% area of total constructed area of the proposed multi-storied building i.e. entire Ground Floor measuring an area of 3422 sq. ft., 2nd floor & 4th Floor measuring an are about 5969 sq. ft. each, 4(four) Flats on the third floor measuring an area about 4107 sq. ft., 16 Four Wheeler Parking Space in the Basement measuring an area about 2240 sq. ft. and other common portion of the proposed multistoried building as may be sanctioned by Sainthia Municipality, including common facilities as absolutely belong to the **DEVELOPER** after providing the owner allocation as aforesaid and together with the absolute right on the part of the **DEVELOPER** and or

Sainthia GPJ Construction Pvt. Ltd.

Sandip Agarwal

Director.

Sainthia GPJ Construction Pvt. Ltd

Bhawna Agarwala

Director.

AAJ
15/11/12

prospective buyers and intending transferors, transferees, lease and or any way deal with the same but with out in any way affecting the right and interest of the **OWNER**.

IN WITNES WHEREOF the parties herein have signed, sealed and delivered these presents at Sainthia on the day ,month and year first above written.

Witness-	<i>Sandip Agarwal</i>	<i>Bhawna Agarwala</i>
	M/s. Sainthia GPJ Construction	M/s. Sainthia GPJ Construction
1 <i>Pranav Kumar</i>	<i>Sandip Agarwal</i>	<i>Bhawna Agarwala</i>
<i>Sainthia</i>	Partner.	Partner.
	Sainthia GPJ Construction Pvt. Ltd.	Sainthia GPJ Construction Pvt. Ltd.
	<i>Sandip Agarwal</i>	<i>Bhawna Agarwala</i>
	Director.	Director.

Signature of Developers

2 *Mithun Ghosh.*
Sainthia, Birbhum.

Drafted by me

[Signature]
15/09/12

Advocate

Sandip Agarwal
Bhawna Agarwala

Signature of the owners

[Signature]
15/09/12