

Owner shall execute any such additional registered general power of attorney and/or authorizations as may be required by the developer for the purpose and the Owner also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the Owner and/or go against the spirit of this agreement.

2. Any notice required to be given by the developer shall be without prejudice to any other mode or service available demand to have been served on the Owner if delivered by hand and duly acknowledgment due to the residence of the Owner shall likewise be deemed to the have been served on the developer if delivered by hand or send by pre-paid registered post to the registered office of the developer.

3. Both the Developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof, the Owner hereby agree to abide by all the rules and regulations as such management society/association/holding organization do hereby give their consent to abide by the same.

4. The name of the building shall be settled mutually by the parties.

5. Nothing in these present shall be construed as a demises or assignment or conveyance in law by the Owner of the premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof into the developer other than an exclusive license to the developer to commercially exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any Banks without creating any financial liability of the Owner or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owner or any of their state shall be responsible and/or made liable for payment of any dues of such Banks and for that purpose, the developer shall keep the Owner indemnify against all actions suits proceedings and costs, charges and expenses in respect thereof.

6. As and from the date of completion of the building the developer and/or its transferees and the Owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their spaces.

7. There is not existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been canceled and are being suppressed by this agreement and the Owner agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

Owner herein with
scheduled property
& It is hereby agreed



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
- 8 DEC 2014

8. It is hereby agreed by and between the parties that if there is any Bank Loan against the scheduled property on or before the execution of this agreement then in that occasion the Owner herein will re-pay the entire loan amount.

ARTICLE – XXIII. FORCE MAJEURE

1. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

2. The term force majeure shall mean and include flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion beyond to the reasonable control of the Developer.

ARTICLE – XXIV. GOVERNING LAW, ARBTRATION & JURISDICTION

1. This Agreement shall be governed by and be construed in accordance with the laws of the Republic of India.

2. If at any time and dispute shall arise between the parties hereto regarding the construction of the said proposed building or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration, incase the parties agree to the case, otherwise two-arbitrators to be appointed by each of the parties to settle the disputes and the same be deemed to be referred to within the meaning of the Arbitration Act, 1996 or any statutory modifications there under enforce and it would be context to mentioned that the District Court at Sealdah, and the Honourable High Court at Calcutta would be the jurisdiction to settle such dispute.

THE FIRST SCHEDULE REFERRED TO ABOVE

PART-I

Premises No. 5A, Pran Krishna Mukherjee Road

ALL THAT piece or parcel of land measuring an area 1(one) cottah 0(zero) chittacks 29(twenty nine) sq.ft. more or less lying and situate at Premises No.5A, Pran Krishna Mukherjee Road, Kolkata – 700 002, Assessee No.110062600044, Police Station – Chitpore, within the limits of Kolkata Municipal Corporation, Ward No.6, Additional District Sub-Registration office Sealdah, South 24 Parganas, in the town of Kolkata, District of 24-Parganas (South).



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
- 8 DEC 2014

PART-II

Premises No. 4B, Pran Krishna Mukherjee Road

ALL THAT piece or parcel of land measuring an area 3(three) cottahs 1(one) chittacks 8(eight) sq.ft. more or less lying and situate at Premises No.4B, Pran Krishna Mukherjee Road, Kolkata - 700 002, Assessee No.110062600366, Police Station - Chitpore, within the limits of Kolkata Municipal Corporation, Ward No.6, Additional District Sub-Registration office Sealdah, South 24 Parganas, in the town of Kolkata, District of 24-Parganas (South).

PART-III

Premises No. 4A, Pran Krishna Mukherjee Road

ALL THAT piece or parcel of land measuring an area 2(two) cottahs 5(five) chittacks 10(ten) sq.ft. more or less lying and situate at Premises No.4B, Pran Krishna Mukherjee Road, Kolkata - 700 002, Assessee No.110062600032, Police Station - Chitpore, within the limits of Kolkata Municipal Corporation, Ward No.6, Additional District Sub-Registration office Sealdah, South 24 Parganas, in the town of Kolkata, District of 24-Parganas (South).

The entire property is butted and bounded as follows :-

ON THE NORTH : Property of Chandrabati Devi;

ON THE SOUTH : 60' wide P.K. Mukherjee Road;

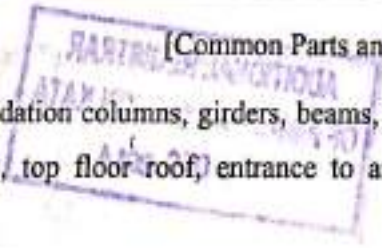
ON THE EAST : Property of Rajendra Sabu;

ON THE WEST : 80' wide Cossipore Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

[Common Parts and Portions]

- The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, top floor roof, entrance to and exit from the building intended for common use.



ALL THAT piece or parcel of land measuring in area (two) cords three
quarters (eight) roods and more or less being and more or less being
situated in the limits of Kolkata Municipal Corporation, Ward No. 4, Kolkata
District Sub-Registration office, South 24 Parganas in the town of Kolkata.

PAGE 2

ALL THAT piece or parcel of land measuring in area (two) cords three
quarters (eight) roods and more or less being and more or less being
situated in the limits of Kolkata Municipal Corporation, Ward No. 4, Kolkata
District Sub-Registration office, South 24 Parganas in the town of Kolkata.

The entire property is hereby sold/leased as follows:

1. The property of (landed) (two)
quarters (eight) roods and more or less being
situated in the limits of Kolkata Municipal Corporation, Ward No. 4, Kolkata
District Sub-Registration office, South 24 Parganas in the town of Kolkata.



THE SIGNED AND SEALED AS FOLLOWS:

**ADDITIONAL REGISTRAR
OF ASSURANCES I, KOLKATA**
- 8 DEC 2014

2. Common rights on the passages and lobbies on the ground floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Underground water reservoir, overhead water tank, water pipes and other common plumbing installations and pump house appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical Sub-Section, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainages, rain water pipes, septic tank, deep tube well with boaring therein.
8. Boundary walls and main gate of the building.
9. Entrance and exist gate of the building.
10. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Expenses]

1. All costs of maintenance, replacing repairing, white-washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
2. The cost of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
3. Insurance premium for insuring the said building against earth - quake, fire, lightning, mob-damages, civil commotion etc.
4. The salaries of clerks, durwans, sweepers, electricians, plumbers and all other person employed for the same purpose.
5. All charges and deposit for supplies of common utilities to the co-owners in common.
6. Municipal Taxes and other outgoing save those as are separately assessed on the respective flat or unit.

8.
and ward
7.
Cost



ADDITIONAL REGISTRAR
OF APPELLATIONS, KOLKATA
- 8 DEC 2014

7. Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
8. All litigation expenses for protecting the title of the said land and building.
9. The office expenses incurred for maintenance the office for common purpose.
10. Costs of establishment and operation of the Association upon its formation relating to common purposes.
11. All such other expenses and outgoings as are deemed by the Vendors / Developer and/or of the Association to be necessary for or incidental thereto.
12. All expenses referred above shall be borne and paid proportionately by the owner and other flat owners on and from the date of taking over the possession of her respective flats.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION

BUILDING STRUCTURE

R.C.C. column, beam, roof, pillar, tie-beam as per structural design approved by the competent authority.

WALLS

Outer walls 8" thick, walls between two flats 5" thick inner walls 3".

FLOOR

All floors will be of Marble/Floor tiles with 4" skirting on all sides.

DOORS

All door frames of the flat shall be made of good quality sal wood.
Entrance Door & Inside doors will be painted flush doors, PVC door in toilet.

WINDOWS

Aluminum sliding window with glass panel with M.S. Grill.

KITCHEN

One cooking platform and sink will be black stone and back wall 2'ft. height white glazed tiles above cooking platform to protect the oil spot. One bib cock point will be provided.

TOILET

In the toilet Indian type pan / commode will be installed, with standard low down cistern, plumbing fittings and two CP bib cock and one shower point in bath. Toilet walls will be finished by glazed tiles upto 5'-0" from the floor level. These toilets are of standard materials.



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 8 DEC 2014

One basin will be installed at dining space.

PLUMBING

Inside of the toilet pipe line will be concealed. Pipe line will be P.V.C. as suitable.

ELECTRICAL

Full concealed wiring in all flats

Each flat will be provided with the following electrical points.

BED ROOMS	:	2 light points 1 fan point 1 plug points (5 amp.) 1 AC point
LIVING/DINING ROOM	:	2 light points 1 fan point 1 plug point (15 amp.)
KITCHEN	:	1 light point 1 plug points (15 amp.) 1 exhaust fan point
TOILET	:	1 light point 1 exhaust fan point 1 Geyser point
VERANDAH	:	1 light point
CALLING BELL	:	One calling bell point at the main door.

WATER SUPPLY

Water supply round the clock is assured to which necessary sub mesible pump will be installed.

PAINTING

Inside wall of the flat will be finished with plaster of Paris.
All doors frame and palla painting with primer.

COMMON SERVICE AND UTILITIES AREA

Septic tank, overhead water tank, electric meter space and deep tube well at the ground floor common passage.

EXTRA WORK

For extra works other than specified above the Owner/ Purchaser/s shall pay extra amount for extra work to the Developer before commencing the extra work.

At Kolkata
SIGNED &
Seals
WITNESSES



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 8 DEC 2014

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of :-

Witness :

1. *Abhishek Sharma*
5 P.K.M. Rd
Kolkata - 700002

K. M. P. & Co.

Bidyaa Sharma
Partner

2. *Soumitra Sen*
81, Dum Dum Road
Kolkata - 700074

K. M. P. & Co.
Bijesh Kumar Sen
Binita K. Sen
Partner

K. M. P. & Co.

Kiran Kumar Rai
Partner

SIGNATURE OF THE OWNER

GANGA DEVELOPER
Madhu Pandey
Partners

GANGA DEVELOPER
Pratibha P
Somya Pandey
Partners

SIGNATURE OF THE DEVELOPER

Drafted by :-

Abhik Sarkar
Abhik Sarkar
(Advocate)
High Court Calcutta

Drawn on ...
() Paid to ...
Received from the ...
an advance of cash



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
- 8 DEC 2014

Received from the within named Developer a sum of ₹ 3,00,000/- (Rupees three lakh) only as an advance or earnest money as per memo below:-

Memo of Consideration

- 1) Paid to Smt. Bidya Sharma by Cheque No. 856632 dated 08/12/2014
Drawn on HDFC Bank, 869, Lake Town, Kolkata - 700089 ₹ 1,00,000/-
- 2) Paid to Sri Brijesh Kumar Rai & Sri Shailesh Kumar Rai by Cheque
No. 856633 dated 08/12/2014 Drawn on HDFC Bank,
869, Lake Town, Kolkata - 700089 ₹ 1,00,000/-
- 3) Paid to Sri Kiran Kumar Rai by Cheque No. 856630 dated 08/12/2014
Drawn on HDFC Bank, 869, Lake Town, Kolkata - 700089 ₹ 1,00,000/-

Total ₹ 3,00,000/-

(Rupees three lakh) only.

WITNESSES:

1) *Bidya Sharma*

K. M. P. & Co.

Bidya Sharma
Partner

2) *Soumitra Sun*

K. M. P. & Co.
Brijesh Kumar Rai
Shailesh Kumar Rai
Partner


K. M. P. & Co.

Kiran Kumar Rai
Partner

SIGNATURE OF THE OWNER




ADDITIONAL REGISTRAR
OF ASSURANCES I, KOLKATA
- 6 DEC 2014

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		Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger


Name BIDYA SHARMA

Signature Bidya Sharma

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		Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger


Name BRIJESH KUMAR RAI

Signature Brijesh Kumar Rai

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		Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger

Name SHAILESH KUMAR RAI

Signature Shailesh Kumar Rai

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		Right Hand	Thumb	1 st Finger	Middle Finger	Ring Finger

Name KIRAN KUMAR RAI

Signature Kiran Kumar Rai



**ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA**

- 8 DEC 2014



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Right Hand					

Name MADHU PANDEY

Signature Madhu Pandey



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Right Hand					

Name PUSHPAK PRAKASH PANDEY

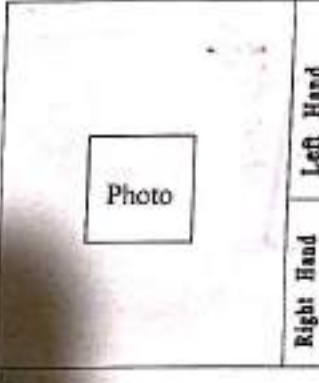
Signature Pushpak P



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Right Hand					

Name SONYA PANDEY

Signature Sonya Pandey



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Left Hand					
Right Hand					

Name

Signature



**ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 8 DEC 2014**

Endorsement For Deed Number : I - 10980 of 2014
(Serial No. 10533 of 2014 and Query No. 1901L000027048 of 2014)

On 08/12/2014

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(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 13310/- is paid , by the draft number 796504, Draft Date 05/12/2014, Bank Name State Bank of India, NAGERBAZAR DUM DUM, received on 08/12/2014

(Under Article : B = 13189/- ,E = 28/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- ,Excess amount = 9/- on 08/12/2014)

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.-1,37,80,556/-

Certified that the required stamp duty of this document is Rs.- 20071 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 19971/- is paid , by the draft number 796505, Draft Date 05/12/2014, Bank : State Bank of India, NAGERBAZAR DUM DUM, received on 08/12/2014

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

Presented for registration at 13.27 hrs on :08/12/2014, at the Office of the A.R.A. - I KOLKATA by Madhu Pandey , one of the Claimants.

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

Execution is admitted on 08/12/2014 by

1. Bidya Sharma
Partner, M/ S. K. M. P. & Company, 5 A, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002.
, By Profession : Business
2. Brijesh Kumar Rai
Partner, M/ S. K. M. P. & Company, 5 A, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700003.
, By Profession : Business
3. Shailesh Kumar Rai
Partner, M/ S. K. M. P. & Company, 5 A, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700003.
, By Profession : Business



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 1 of 2

08/12/2014 14:07:00

Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 10980 of 2014
(Serial No. 10533 of 2014 and Query No. 1901L000027048 of 2014)

4. Kiran Kumar Rai
Partner, M/ S. K. M. P. & Company, 5 A, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700003.
, By Profession : Business
 5. Madhu Pandey
Partner, M/ S. Ganga Developer, 199/94, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700048.
, By Profession : Business
 6. Pushpak Prakash Pandey
Partner, M/ S. Ganga Developer, 199/94, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700048.
, By Profession : Business
 7. Somya Pandey
Partner, M/ S. Ganga Developer, 199/94, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700048.
, By Profession : Business
- Identified By Soumitra Sur, son of Lt. B. N. Sur, 81, Dum Dum Road, Kolkata, Thana:-Dum Dum,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074, By Caste: Hindu, By Profession:
Business.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA











**ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA**
- 8 DEC 2014

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Name of the Presentant	Photo	Finger Print	Signature with date
Madhu Pandey 199/14, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	 08/12/2014	 LTI 08/12/2014	Madhu Pandey 08/12/2014







II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Bidya Sharma Address -5, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002	Self	 08/12/2014	 LTI 08/12/2014	Bidya Sharma
2	Brijesh Kumar Rai Address -5, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002	Self	 08/12/2014	 LTI 08/12/2014	Brijesh Kumar Rai
3	Shailesh Kumar Rai Address -5, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002	Self	 08/12/2014	 LTI 08/12/2014	Shailesh Kumar Rai
4	Kiran Kumar Rai Address -5, Pran Krishna Mukherjee Road, Kolkata, Thana:-Chitpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700002	Self	 08/12/2014	 LTI 08/12/2014	Kiran Kumar Rai

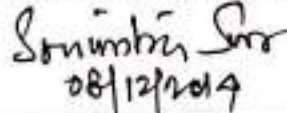


ADDITIONAL REGISTRAR
 OF ASSURANCES-I, KOLKATA
 - 8 DEC 2014

(Dinabandhu Roy)
 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
 Office of the A.R.A. - I KOLKATA

Commission of Execution By	Status	Photo	Finger Print	Signature
5 Madhu Pandey Address -199/14, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	Self	 08/12/2014	 LTI 08/12/2014	Madhu Pandey
6 Pushpak Prakash Pandey Address -199/14, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	Self	 08/12/2014	 LTI 08/12/2014	Pushpak.P
7 Somya Pandey Address -199/14, S. K. Deb Lane, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	Self	 08/12/2014	 LTI 08/12/2014	Somya Pandey

Name of Identifier of above Person(s)
 Soumitra Sur
 81, Dum Dum Road, Kolkata, Thana:-Dum Dum,
 District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074

Signature of Identifier with Date:

 08/12/2014



(Dinabandhu Roy)
 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
 Office of the A.R.A. - I KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 27
Page from 6652 to 6692
being No 10980 for the year 2014.



(Dinabandhu Roy) 10-December-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal