

- a) In accordance with the plans as shall be sanctioned by the Rajpur- Sonarpur Municipality within 24 months from the date of receiving the sanctioned building plan and shall handover the Owners' allocation within such period .

The time is the essence of this Agreement.

- b) In good substantial and workman like manner by use of good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the new building are more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- 3) The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labours, staffs and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction.
- 4) All tax liabilities in relation to the construction, i.e. sales tax, works contract tax and other taxes, duties and dues as shall be applicable to the construction activity to be carried out will be paid by the Developer. It is clarified that Service Tax collected from sales of the Owners' Allocation shall be deposited with the Authorities and the Developer shall assist the Owners in this regard and all service tax paid by the developer on account of construction and fulfilling its obligations under this agreement shall be exclusively borne by the Developer.
- 5) The Developer shall be liable for rates, taxes and outgoings in respect of the said Property from the date of taking possession from the

and shall adhere to the stipulations of time limits without default.

- 7) The Developer will not violate or contravene any of the provisions or rules applicable for construction of the buildings as a result of which any obligations and liabilities may accrue upon the Owners.
- 8) The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement without the consent of the Owners.

#### **ARTICLE VI: DEVELOPER'S RIGHTS**

- 1) The Developer shall hold possession of the said Property.
- 2) The Developer shall at its own cost and expenses get the building plan sanctioned from appropriate authorities and on receipt of said building Plan the Developer shall keep the same in its custody and produce it and provide a copy of the said sanctioned building Plan to the Owners.
- 3) The Developer shall have full authority to construct multi-storied building on the said Property in accordance with the building plan so sanctioned by the appropriate authorities.
- 4) Shall deal with the said property at its free will, for making commercial gain for which the Owners shall get only 41% of the sanctioned area and the balance 59% of the total sanctioned area shall belong to and be enjoyed by the Developer.
- 5) The Developer shall have the right to enter into Agreements for transfer and booking of the Developers' Allocation.
- 6) Nothing in these presents shall be construed as a demise of assignment or conveyance in law by the Owners of the said Property

have given the right to the Developer to commercially exploit the same on the terms herein contained by constructing multi-storied building on the said Property and to deal with the Developer's Allocation in the manner herein stated.

- 7) The Owners do hereby authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.
- 8) The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer thereof.
- 9) For the purpose of construction of the new building, the Developer shall be entitled at its own costs to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 10) The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of

- 11) The Developer shall be solely responsible for performing all obligations under this agreement until the building as a whole including the Units comprised therein are internally and externally completed in all respect and in habitable condition as decent residential flats in accordance with the specifications mentioned in the **THIRD SCHEDULE** hereunder written with all essential facilities and utilities including installation of lifts, obtaining lift license, completion of internal and external drainage works, sanction of internal drainage systems, obtaining of the Completion Certificate and obtaining the external drainage connection.
- 12) The Developer after sanction of the plan and at its own risks and costs and without in any manner indulging the Owners into any financial burden, shall be at liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for transfer of units, car parking spaces and other constructed and other spaces benefits and rights forming part of the Developer's Allocation and belonging to the Developer together with the properties appurtenant thereto together with proportionate undivided share in the land comprised in the said Property and also in the Common Areas and Installations attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper and realise and appropriate the sale proceeds and other amounts receivable therefor and the Owners shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and the Owners shall have no concern therewith.
- 13) The Owners confirm that the Owners shall join in as confirming party at the costs and expenses of the Developer, to all such agreements, deeds and other documents of transfer agreeing and confirming to the effect that the Owners shall execute the Deed of

the Developer's Allocation together with proportionate share in the land comprised in the said Property, without claiming any additional consideration money therefore.

- 14) In case any of the Purchasers/Buyers of the Developer's Allocation commits any default or breach of his/their agreement for acquiring any unit/car parking space/shops/constructed area then in such event, the Developer shall be at liberty to enforce its rights and terminate such agreement for an on behalf of itself and/or the Owners and to deal with the space and rights of such defaulting Purchaser in such manner as the Developer may deem fit and proper. All losses and incomes accruing in respect thereof shall be for and to the account of the Developer. The unit(s)/shops/car parking space(s) agreed to be sold to the defaulting Purchaser/Buyer shall and be deemed to be the property of the Developer as the same was part of the Developer's Allocation and the same shall be dealt with and/or sold by the Developer at their own discretion and the Owner shall have no concern therewith.
- 15) It is clarified that all amounts receivable by the Developer towards earnest money(s), part -payments and consideration money(s) for and on account of sale or otherwise disposal of the units, shops, car parking spaces and other constructed and other areas benefits and rights forming part of the Developer's Allocation shall solely be to the account of and shall be received and appropriated by the Developer exclusively and the Owners shall have no claim of any nature whatsoever over the same.
- 16) The Developer shall be entitled to collect from the prospective purchasers or transferees of the Developer's Allocation as well as Owners' Allocation (which shall include the Developer and the Owners for units not sold by them), at such rate or rates on super built up area, all charges and deposits including corpus and

common expenses, municipal taxes, supply of electricity, electric and water supply connections, legal fees, additional work done on account of Purchaser, etc. The rate or rates for the above shall solely be decided by the Developer and the Owners shall not raise any objection thereto. The Owners hereby consents to the same.

### **ARTICLE VII: SPACE ALLOCATION**

- 1) In the proposed New Building to be constructed by the Developer at the said Property:
  - a) The Owners shall be allocated/entitled towards "Owners' Allocation" to all that the 41% (forty one percent) of the sanctioned area in the New Building at the said Property to comprise in various units/shops/constructed spaces and all other saleable rights and constructed spaces together with 41% (forty one percent) undivided share in the land comprised in the said Property and also in the top ultimate roof(s) of the Building and also in the Common Areas and Installations attributable to the Units comprised in the Owners' Allocation and together with 41% (forty one percent) share in the total car parking spaces in the property and the same shall exclusively and absolutely belong to the Owners with liberty to deal with and dispose of the same.
  - b) The Developer shall be allocated/entitled towards "Developer's Allocation" to all that 59% (fifty nine percent) of the sanctioned area in the New Building at the said Property to comprise in various Units/shops/constructed spaces and all other saleable rights and constructed spaces together with 59% (fifty nine percent) undivided share in the land comprised in the Property and also in the top ultimate roof(s) of the Building and also in the Common Areas and Installations attributable to the Units comprised in the Developer's Allocation and together with 59%

property and the same shall exclusively and absolutely belong to the Developer with liberty to deal with and dispose of the same.

- 2) All open and covered areas (including the common areas, installations and facilities) comprised in the said Property and the New Building to be constructed thereon and not being exclusively allocated/allotted to any of the parties hereto under Clause 1 hereinabove shall belong to the Owners and the Developer jointly in the ratio of 41:59 (in short called "the said Ratio") and none of the parties shall be entitled to deal with or dispose of the same or any part thereof without the consent in writing of the other.
- 3) Having regard to the provisions contained in clauses hereinabove, the parties hereto shall mutually identify and/or allocate and/or demarcate their respective allocations, i.e., the Owners' allocation and the Developer's allocation comprising various Units/shops/car parking spaces and open terrace (if any attached to any flat/unit) and other saleable spaces in the New Building as per the sanctioned building plane which shall be sanctioned by Rajpur-Sonarpur municipality after this agreement.
- 4) The units/shops, car parking (covered/open) spaces etc., in the New Building allocated and/or demarcated for the Owners Together With proportionate 41% (forty one percent) undivided share in the land comprised in the said Property as also in the Common Areas and Installations are jointly hereinafter referred to as "the Owners' Allocation" and the same shall absolutely belong to the Owners with liberty to sell on ownership or otherwise deal with the same in the manner hereinafter mentioned AND similarly, all those units/shops/car parking spaces etc., in the New Building to be allocated and/or demarcated for the Developer Together With proportionate 59% (fifty nine percent) undivided share in the land comprised in the said Property as also in the Common Areas and

Allocation" and the same shall belong absolutely to the Developer with liberty to sell and transfer on ownership basis or otherwise deal with the same in the manner hereinafter mentioned.

- 5) The Developer shall have the liberty to advertise for the units/shops, parking spaces and other constructed and other areas benefits and rights comprised in both the Owners' Allocation and the Developer's Allocation.
- 6) It is agreed that the cost of the construction of the Owner's allocation to be met and borne by the Developer, shall and will be treated as the sale consideration of 59% (fifty nine percent) undivided share in the land of the said Property attributable to the Developer's Allocation and Owner shall, grant Conveyance of the said 59% (fifty nine percent) undivided indivisible share in the land of the said Property in favour of the Developer or its nominee or nominees being the intending buyer(s) of the Developer's Allocation.
- 7) In lieu of the Developer constructing the New Building at its own costs (which includes, inter alia, the Owners' Allocation) and agreeing to allocate and deliver "Owners Allocation" to the Owners, the Developer shall have the exclusive right to hold, own, use, possess, occupy, enjoy, sell, transfer, deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said Property and also in the proportionate share in Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively.

#### **ARTICLE VIII: BUILDING**

- 1) The Developer shall, after the Building Plan is sanctioned by the Rajpur-Sonarpur Municipality, at its own cost and expenses and without creating any financial or other liability on the Owners,



Property within the specified time as stipulated below, and in accordance with the Building plan under the guidance and supervision of the architect.

- 2) All costs, charges and expenses for construction shall be discharged by the Developer. The Owners shall bear no responsibility in this context.
- 3) Unless prevented by circumstances amounting to force majeure as hereafter appearing and other inevitable causes and subject to the Owner complying with its obligations herein, the Developer shall construct complete and make habitable the Owners Allocation and the Developer's allocation as aforesaid within 24 months from the date of the sanctioned building plan (hereinafter referred to as "the Completion Date").
- 4) The Developer will be free to construct the units of the owners' allocation as well as Developer's Allocation with the specifications stated in the **THIRD SCHEDULE** hereunder written.
- 5) The Developer shall be authorized in the name of the Owners in so far as it necessary to apply for such services, utilities materials for the construction of the buildings and to similarly apply for and obtain temporary and permanent connection of water, electrical power, drainage, sewerage to the said buildings and other inputs and facilities required for the construction or enjoyment of the buildings for which purpose the Owners shall execute and register in favour of the Developer or its nominee a General Power of Attorney in such form as shall be required by the Developer.
- 6) The Building including the Owner's Allocation shall be deemed to be complete and habitable only after the Units comprised therein are internally completed as decent residential flats in accordance with the specifications mentioned in the **THIRD SCHEDULE** hereunder

of lifts, obtaining lift license, completion of internal and external drainage works, sanction of internal drainage systems etc.

- 7) The Developer may also arrange permanent Electric Meter for each flat from West Bengal electric Supply Corporation at the cost of the respective purchasers of the Units including Units forming part of the Owner's Allocation. However, the security deposit and cost of arranging such meters shall be borne by the respective purchasers of the Units. In case of units retained by the Owners, the same will be borne by the Owners.

**ARTICLE IX: MAINTENANCE MANAGEMENT, COMMON FACILITIES  
AND OUTGOINGS**

- 1) The responsibility of management and maintenance of the building at the said Property and all the common areas, installation and facilities thereat shall be that of the Developer until a company or Society or Association or Syndicate be formed (hereinafter for the sake of brevity referred to as "the Association") for such purposes by the Developer and/or purchasers of the said units and areas in the building (including the Owner and the Developer herein) and all the unit and areas being made over to the respective buyers or earlier as the Developer may in its absolute discretion decide AND it is agreed that both the Owner and Developer herein and/or such other person or persons whom the Owner and the Developer respectively transfer their respective flats/units with or without any car parking space out of their respective allocations shall be bound to bear and pay the proportionate share of all the expenses for formation of such company or society or association or syndicate and also the proportionate common expenses and costs and expenses for such maintenance and management. All such costs and expenses shall be paid to the Developer or to the person nominated by the Developer

society or syndicate or company is formed and thereafter to such association or society or company in consultation with the Owners .

- 2) As soon as the buildings are completed and the services, i.e., Sewerage, Electricity, Water and Lifts are operational, the Developer shall give written notice to the Owners or its nominees and/or allottees and/or purchasers. After 15 days from the date of service of such notice and at all times thereafter the Owners or its nominees and/or allottees and/or purchasers shall exclusively be responsible for payment of Municipal and property taxes, rates, dues, duties and other public outgoing and impositions including maintenance charges, whatsoever (hereinafter for the sake of brevity referred to as 'the said rates and taxes') payable in respect of the Owners' allocation and the Developer and/or the nominees/allotees/ purchasers of the flats of the Developer's allocation shall be responsible to pay the said rates and taxes proportionately. It being expressly agreed and understood that in case the parties i.e. the Owners and the Developer do not sell and/or are unable to sell their respective allocation, they shall be still liable to their respective share of maintenance charges, deposits taxes etc.
- 3) The Owners and the Developer shall punctually and regularly pay for the respective allocation of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between Owners and the Developer and both the parties shall keep each other indemnified against all claims actions demands costs charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.
- 4) Notwithstanding anything to the contrary contained hereinbefore it is

are made by the authority concerned the said rates and taxes will be borne by the individual flat Owners proportionately.

- 5) The Owners shall not do any act deed or thing whereby the Developer shall be prevented from constructions and/or completion of the said building and the Owners will keep the Developer fully indemnified against all losses claims demands and damages which may be suffered by the Developer due to any acts of omission and/or commission by the Owners.
- 6) All rules and regulations of the Association for the Common Purposes including regarding user maintenance management upkeep and administration of the Building at the said Property, taking of deposits on account of maintenance charges/common expenses, charges or expenses for maintenance and operation of the generator, municipal rates and taxes etc., from the Unit Holders or Purchasers, payment of common expenses or maintenance charges, or expenses for maintenance and operation of the Generator, municipal rates and taxes etc., shall be decided by the Developer in consultation with the Owners .
- 7) Each of the parties hereto shall own and hold their respective allocations and/or restrict their respective buyers to own and hold their respective units on the similar terms and conditions and restrictions as regards the user and management and maintenance of the Buildings and of common areas and installations and facilities therein and payment and/or deposit of maintenance charges and other outgoings as be decided by the Developer in consultation with the Owner.
- 8) Each of the parties shall ensure that they shall deposit or cause to be deposited by their respective buyers with the Developer and/or the Association or the person for the time being responsible for the maintenance of the Buildings such amounts on account of

and maintenance of the building and of common areas and installations and facilities therein and operation of the Generator, municipal rates and taxes etc. as be fixed and decided by the Developer in consultation with the Owner.

### **ARTICLE X: INDEMNITY**

#### **1) Owners' Indemnity:**

- a) The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy the Developer's allocation without any interference or disturbance provided the Developer performs and observes and fulfils the terms and conditions herein contained on their part to be observed, performed and/or fulfilled. In case of any interference or disturbance by the Owners, the Owners will indemnify the Developer in respect of all losses claims demands and damages which may be suffered by the Developer in this respect.
- b) The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the project including marketing thereof for any claim by any third party for any defect in title of the Owners to the said Property or any of their representations and the warranties being incorrect or breach of this Agreement by the Owners.

#### **2) Developer's Indemnity:**

- a) The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and

including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

### **ARTICLE - XI: MISCELLANEOUS**

- 1) The Owners and the Developer have entered into this Agreement at present for construction of Bastu lands a part of property mentioned in First schedule and if any development is possible in Dag No. 2163 measuring about 21 decimals corresponding to 9156 Sq. Ft. more or less which is recorded as pukur then the Developer shall construct the same and the space allocation between the owners and the developer in the sanctioned area shall be decided mutually at that point of time. Though the time period for obtaining sanction plan on the pukur recorded property shall be limited to three years from the date of sanction of building plan on bastu land and if the developer fails to obtain sanction within such three years then the owners shall be free to deal with the Pukur Recorded property i.e. Dag No. 2163 measuring about 21 decimals.
- 2) The Owners and the Developer have entered into this Agreement purely for construction and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners.
- 3) Upon the completion of the building the parties shall have their respective areas insured for such perils as may be deem necessary including fire, riot, earthquake, flood and such other perils, including as provided for in any statute and the cost of such insurance shall be borne by the respective parties in their proportionate area for such period as may be prescribed in any law in force at the relevant period.

- 4) It is agreed that the Developer shall have absolute right to name the building and the Owners shall not object to the same. It is agreed that the Developer and/or the Owners shall incorporate a clause in their respective document/Agreements/ Decds of Conveyance so that the transferees/successors-in-interest/Purchasers do not change the name of the building once the same is completed. The building shall be named as Srinath Enclave.
- 5) It is agreed between the parties that the Stamp Duty, Registration Fees and other expenses including Advocate's fee for Registration of this Agreement and/or for Power of Attorney as contemplated under this Agreement shall be paid by the Developer.
- 6) It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners shall execute additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute.
- 7) Any notice required to be given by the Developer shall be deemed to have been served on the Owners, if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due and on the Developer, if delivered by hand or send by prepaid registered post with acknowledgement due to the address which appears in this Agreement or such changed address

- 8) The Owners and the Developer hereby agree to abide by all the rules and regulations to be framed by the society and/or association and/or organization for management of the complex and hereby give their consent to abide by the same.
- 9) The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of sale of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of sale of the Owner's Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 10) The Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners and it is being expressly agreed and understood that in no event either the Owners or the Owner's Allocation or any of their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses.
- 11) As and from the date of completion of construction of New Building, the intending purchasers and the Owners shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their respective Units.
- 12) Service tax and any other taxes, levies, cess etc. becoming payable on the Developer's allocation and/or owner's allocation will be paid by



**ARTICLE - XII: FORCE MAJEURE**

- 1) The Parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure.
- 2) Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other circumstances beyond the control of the parties hereto.

**ARTICLE XIII: DOCUMENTATION & LEGAL FEES**

- 1) All the Agreements, Deeds and other documents for transfer of the Owner's allocation and the Developer's allocation shall be prepared by the Advocate as defined in Article I of this Agreement.
- 2) The Professional/Legal Fees calculated @ Rs. 20/- per sq.ft. shall be payable by the intending Purchasers of both the Owner's allocation and the Developer's allocation to the Developer in the manner following:
  - a) 50% at the time of execution of the Agreement.
  - b) 50% at the time of handing over possession or execution and registration of the Sale Deed whichever is earlier.

**ARTICLE XIV: ARBITRATION**

In case of disputes and/or differences arising between the parties in respect of this agreement or in respect of any matter in connection with the construction of the multi-storied building at the said Property or in

herein contained or any matter connected herein the same shall be referred to the Calcutta High Court.

#### **ARTICLE XV: JURISDICTION**

The Courts at South 24 Parganas , and Calcutta High Court shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

#### **ARTICLE XV: GENERAL CLAUSES**

- 1) This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute an instrument and agreement between the parties.
- 2) No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.
- 3) Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered mail, with postage and registration fees thereon prepaid within five working days following delivery of such notice to the postal service addressed as mentioned herein above, unless any change in address is communicated in writing by the either Party to the Other.
- 4) The Agreement between "DEVELOPER" and "OWNERS" shall be final and no party other than ' DEVELOPER' i.e " SRINATH DEVELOPERS" could take over the rights, as given by the owners, through power of attorney and agreement to develop the said property shall be tenable and if that be so then the agreement and power of attorney shall be cancelled/revoked.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THOSE pieces or parcels of (i) Bastu land measuring 11 decimals corresponding 4796 Sq. Ft. more or less comprised in Dag No. 2161 (ii) Bastu land measuring 12 decimals corresponding to 5232 Sq. Ft. more or less comprised in Dag No. 2162 and (iii) Pukur measuring about 21 decimals corresponding to 9156 Sq. Ft. more or less comprised in Dag No. 2163 and (together with dwelling house therein bearing Municipal holding No. 527, Aghore Sarani under the Rajpur- Sonarpur Municipality situated in Mouza Rajpur J.L. No. 55 Khatian No. RS 1532 P.S. Sonarpur, District- South 24 Parganas butted and bounded in the manner following, that is to say :

- On the North - By 40' wide Road
- On the South- By Other Portions Of Owners
- On the East- By 18' wide Road
- On the West - By Property of das.

And delineated on the Map or Plan annexed hereto and thereon shown within red borders

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Common Areas and Installations)

A. Paths passages and driveways in the said Property other than those reserved and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for use of any Co-Owner.

B. Tugged up Entrance lobby in the ground floor.

C. All Staircase(s) of the building along with their full and half landings

- D. The ultimate roof of the building.
- E. Community Hall in the building.
- F. Semi-automatic lift(s) with either collapsible or sliding doors along with lift shaft and the lobby in front of it on typical floor and Lift machine room and the stairs from the ultimate roof leading to the lift machine room.
- G. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, with power in every Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- H. Fire fighting, if required by statutory authorities.
- I. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
- J. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different units.
- K. Underground water reservoir with a pull-on pump installed thereat.
- L. Water waste and sewerage evacuation pipes from the Units/flats to drains and sewers common to the building and from the building to the municipal drain.
- M. Common toilet(s) in the ground floor.
- N. Requisite arrangement of Intercom/EPAX with connections to each individual flat from the reception in the ground floor of each of the building.

P. Caretaker room.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Specifications of Construction)

**TECHNICAL SPECIFICATION OF THE BUILDING**

**STRUCTURE** : The building shall have a R.C.C. framed structure of insulated spread footing.

**BRICK WALL** : All exterior brick work shall be 8" thick with bricks, all partition be 3" thick with brick.

**FLOOR FINISH SKIRTING DADO**

Cast-in-situ vitrified tiles to all floor 4" height skirting to all room and 5' dado to bath and latrine and 18" height dado above cooking platform and sink.

**PLASTER** : The outside of building will have sand and cement plaster (1:6) with colouring & Finish

**DOORS & WINDOWS** :

1. Main Entrance Door
  - a) Commercial Flush Door Painted both sides.
  - b) wooden door frame, salwood (5" x 3")
2. Other Doors :-
  - a) Commercial Flush Door painted both side
  - b) Wooden door frame salwood.
3. Main door of the flats and kitchen shall be 35mm thick door.
  - a) Aluminum window as per approved design of architect.
  - b) All windows shall have translucent Glass in Aluminum frames.

**FLOORING** : All flooring will be of vitrified tiles.

**WHITE WASH AND COLOUR WASH:** The building shall be painted externally with good quality paint. The inside of the flat shall be finished with plaster of Paris on the plaster surface.

**TOILET 1** :  
 1) One European type white commode and white plastic cistern.  
 2) One white wash-basin.  
 3) One Shower  
 4) Two taps ( Hot & cold water arrangements)

**TOILET 2** :  
 1) One European type white commode and white plastic cistern.  
 2) One white wash basin.  
 3) One TAP

**KITCHEN** :  
 1) One kitchen stainless steel sink with plate.  
 2) One Tap in kitchen, granite working platform, 3' height glazed tiles above the working platform.

**ELECTRICAL** : Concealed wiring (copper wire)

**BED ROOMS** : 2 Light Points, 1 Fan Point and 1 Five AMP Plug Point.

**DRAWING-CUM-DINING ROOM** : Three Light points, two fan points, one 15 AMP & One 5 AMP Plug Point, One calling Bell Point and One 15 AMP Plug Point for washing Machine.

<b>KITCHEN &amp; TOILET</b>	:	One Light Point in each toilet & Kitchen, one 15 AMP Plug Point either in Kitchen or in Toilet and One Point for exhaust fan in Kitchen
<b>BALCONY</b>	:	One Light Point & 5 AMP Plug Point.
<b>PERSONAL METER:</b>		Actual cost will be paid by the Flat owners.
<b>TRANSFORMER &amp; BACKUP POWER</b>	:	Proportionate cost will be borne by the Flat Owners.
<b>WATER SUPPLY</b>	:	One R.C.C. Overhead Reservoir with inside tile lined will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at Ground Floor to deliver water to overhead reservoir.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED SEALED AND DELIVERED** by the

**OWNERS** at Kolkata in the presence of:

1. *Subarna Chakraborty*  
141X South Sinthe Road  
Hastnagar, Kolkata-50, Sinthe

2. *Abhishek Chakraborty*  
Rajpur Barabazar  
141X Sinthe Road  
Kolkata-50, Sinthe

1. *Arijati Roy*

2. *Kamini Roy*

3. *Manjari Paul*

4. *Anandhatai Roy*

5. *Rahul Kishore Roy*

6. *Santo Sree Roy*

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**OWNERS**

**SIGNED SEALED AND DELIVERED** by the  
**DEVELOPER** at Kolkata in the presence of:

Drafted and prepared by me:

*Ankit Sureka*  
10.05.2014

**(ANKIT SUREKA, ADVOCATE)**

*High Court*

*Ms. Srinidhi Chakraborty*  
*Suren, Sinthe, Kolkata*

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**DEVELOPER**



**MEMO**

RECEIVED of and from the within mentioned **DEVELOPER** the within-mentioned sum of Rs 40,00,000/- (Rupees Forty Lakhs) only, as and by way of Adjustable Advance in terms of these presents as per Memo below :

Sl No.	Name of Owners	Draft No./Bank	Amount in Rupees
		HDFC BANK	
1.	SMT. ANJALI ROY	173742	5 Lakhs
2.	SRI LAKSHMAN KUMAR ROY	173744	15 Lakhs
3.	SMT. MANJARI PAUL	173745	10 Lakhs
4.	SMT. ARUNDHATI ROY	173747	3.5 Lakhs
5.	SRI RAHUL KISHORE ROY	173748	3 Lakhs
6.	Ms. SANTASREE ROY	173749	3.5 Lakhs
	Total		40 Lakhs
	Amount:-		

(RUPEES FORTY LAKHS) only

WITNESSES:

1. *Singam Lal Ranofudroy*

2. *Bhaskar Mahto*

1. Anjali Roy.

2. Lakshman Kumar Roy

3. Manjari Paul

4. Arundhati Roy.

5. Rahul Kishore Roy

6. Santasree Roy.

**OWNERS**

**MEMO**

RECEIVED of and from the within mentioned **DEVELOPER** the within-mentioned sum of Rs 4,00,000/- (Rupees Four Lakhs) only, as and by way of amount towards shifting and/or alternative accommodation in terms of these presents as per Memo below :

<b>Sl No.</b>	<b>Name of Owners</b>	<b>Draft No./ Bank (HDFC BANK)</b>	<b>Amount in Rupees</b>
1.	<b>SMT. ANJALI ROY</b>	173741	1 Lakh
2.	<b>SRI LAKSHMAN KUMAR ROY</b>	173743	1 Lakh
3.	<b>SMT. MANJARI PAUL</b>	173745	1 Lakh
4.	<b>SMT. ARUNDHATI ROY</b>	173750	34 Thousand
5.	<b>SRI RAHUL KISHORE ROY</b>	173751	33 Thousands
6.	<b>Ms. SANTASREE ROY</b>	173752	33 Thousands
	<b>Total Amount:-</b>		<b>4 Lakhs</b>

(RUPEES FOUR LAKHS) only

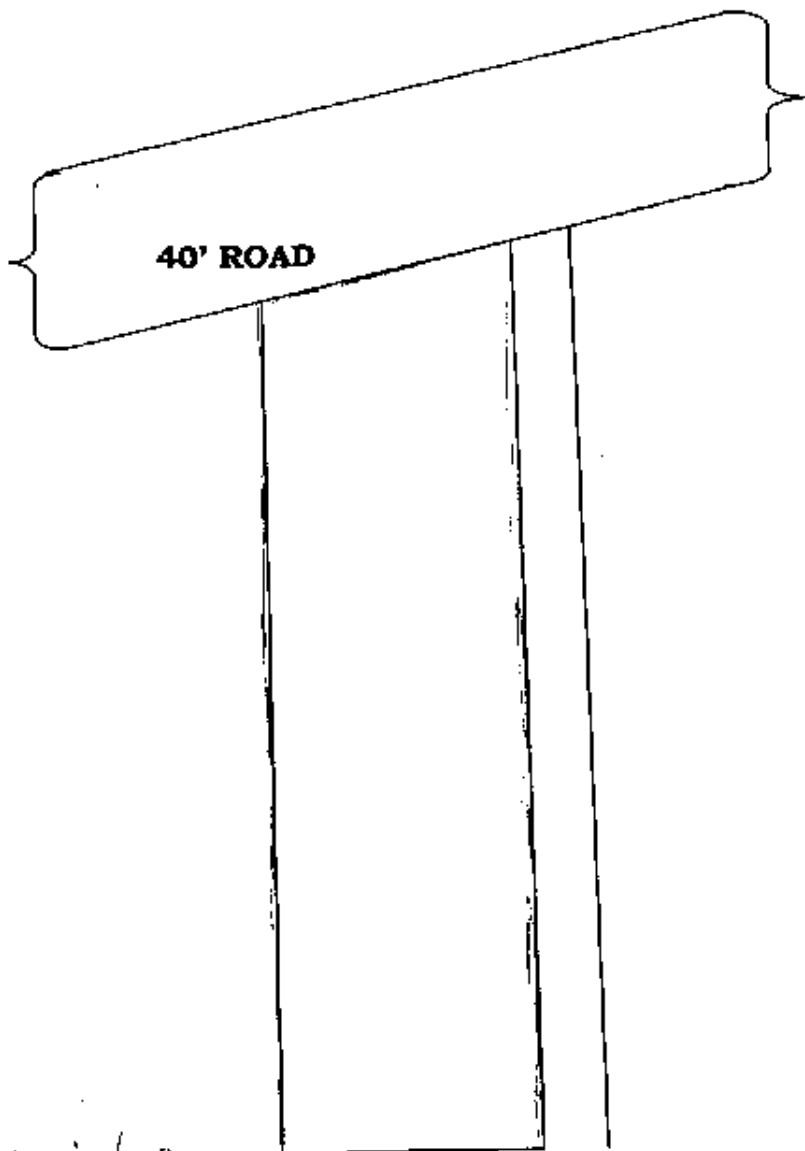
WITNESSES:

1. *Shyamal Chandra Roy*

2. *Santasree Roy*

1. Anjali Roy.
2. Lakshman Kumar Roy.
3. Manjari Paul
4. Arundhati Roy.
5. Rahul Kishore Roy
6. Santasree Roy.

**SITE PLAN FOR R.S. DAG NO. 2161, 2162, AND 2163 IN MOUZA:-**  
**RAJPUR, J.L. NO. 55, IN R.S. KHATIAN NO. 1532 , P.S. SONARPUR,**  
**DISTRICT : SOUTH 24 PARGANAS MEASURING ABOUT 44 DECIMALS**  
**MORE OR LESS CORRESPONDING TO HOLDING NO. 527, AGHORE**  
**SARANI , UNDER RAJPUR SONARPUR MUNICIPALITY .**



**N**

1. Anjali Roy.

2. Anurupa Kumar Roy

3. Manjari Paul

4. Anandhathi Roy.

5. Rahul Kishor Roy

6. Santoshree Roy

**MS. SRINATH DEVELOPERS**

*Chennai, India*



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

**Endorsement For Deed Number : I - 04204 of 2014**

**(Serial No. 03964 of 2014 and Query No. 1901L000010462 of 2014)**

**On 30/05/2014**

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

for registration at 21.20 hrs on 10/05/2014, at the Private residence by Surendra Kumar Aggarwala (Claimant).

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

Execution is admitted on 10/05/2014 by

1. Aswini Roy, wife of Lt. Aswini Kumar Roy , Pratulla Nivas, Barannda Para, Kolkata, Thana-Sonarpur, District-South 24-Parganas, WEST BENGAL, India, Pin:-700149, By Caste Hindu, By Profession House wife
2. Anand Kumar Roy, son of Lt. Aswini Kumar Roy , 1A, Brugaraj Mohan Gardens Housing Complex, Chandrapuchi, Kolkata, Thana-Sonarpur, P.O. :-Narendrapur, District South 24 Parganas, WEST BENGAL, India, Pin : 700103, By Caste Hindu, By Profession - Service
3. Ranjita Paul, wife of Tapas Paul , 31, Vivekananda Sarani, Narendra Apartment, Flat No:4, Kolkata Thana-Sonarpur, P.O. :-Narendrapur, District-South 24 Parganas WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession - House wife
4. Surendra Roy, wife of Lt. Siddhartha Kumar Roy - Pratulla Nivas, Barannda Para, Kolkata Thana-Sonarpur, P.O. :-Nrupur, District-South 24-Parganas, WEST BENGAL, India, Pin - 700149, By Caste Hindu, By Profession - House wife
5. Gagan Kishore Roy, son of Lt. Siddhartha Kumar Roy - Pratulla Nivas, Barannda Para, Kolkata Thana-Sonarpur, P.O. :-Nrupur, District-South 24-Parganas WEST BENGAL, India, Pin:-700149, By Caste Hindu, By Profession , Others
6. Anand Roy, daughter of Lt. Siddhartha Kumar Roy - Pratulla Nivas, Barannda Para, Kolkata Thana-Sonarpur, P.O. :-Nrupur, District-South 24-Parganas, WEST BENGAL, India, Pin:-700149, By Caste Hindu, By Profession - Others
7. Surendra Kumar Aggarwala  
Address: Mrs. Smita Developers, Crescent Tower, 229, A. J. C. Bose Road, Kolkata Thana-Shakespeare Sarani, District-Kolkata, WEST BENGAL, India, Pin:-700020  
By Profession - Others
8. Surendra By Sak Debbar, son of Lt. J. Das, 10, K. S. Roy Road - Calcutta, Thana-Shakespeare Sarani, District-Kolkata, WEST BENGAL, India, Pin:-700001, By Caste Hindu, By Profession - Service

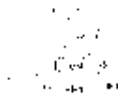
(Dinabandhu Roy)  
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA

**On 05/05/2014**

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

is hereby issued in rule 44 of West Bengal Registration Rules, 1962 and is subject to the provisions of Schedule IA of the Indian Stamp Act, 1899.

**ADDITIONAL REGISTRAR**



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

**Endorsement For Deed Number : I - 04204 of 2014  
(Serial No. 03964 of 2014 and Query No. 1901L000010452 of 2014)**

**Payment of Fees:**

Received by Cash

Rs. 100/-, on 13/05/2014

(Serial No. 03964 of 2014 and Query No. 1901L000010452 of 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 -1,40,00 885/-

It is noted that the required stamp duty of this document is Rs - 20021 /- and the Stamp duty paid as per the fee - 100/-

**Stamp duty**

Stamp duty Rs. 20000/- is paid , by the draft number 548903, Draft Date- 10/05/2014, Bank - State Bank of India, CALCUTTA MAIN BRANCH, received on 13/05/2014

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

13 May 2014  
( Dinabandhu Roy )

**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Anjali Ray

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



Anushka Kumar Singh

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



Manjari Patel

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



Anandhathi Ray

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

**SPECIMEN FORM FOR TEN FINGERPRINTS**



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



Rajesh Kishore Chavhan

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



Santosh Suresh Chavhan

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



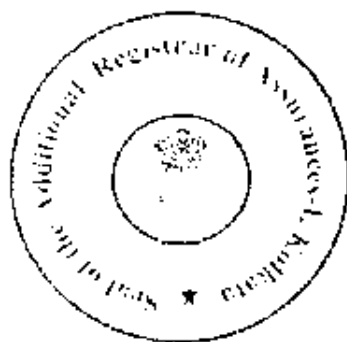
Suresh Kishore Chavhan

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

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 9  
Page from 4111 to 4164  
being No 04204 for the year 2014.



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(Dinabandhu Roy) 19-May-2014  
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal