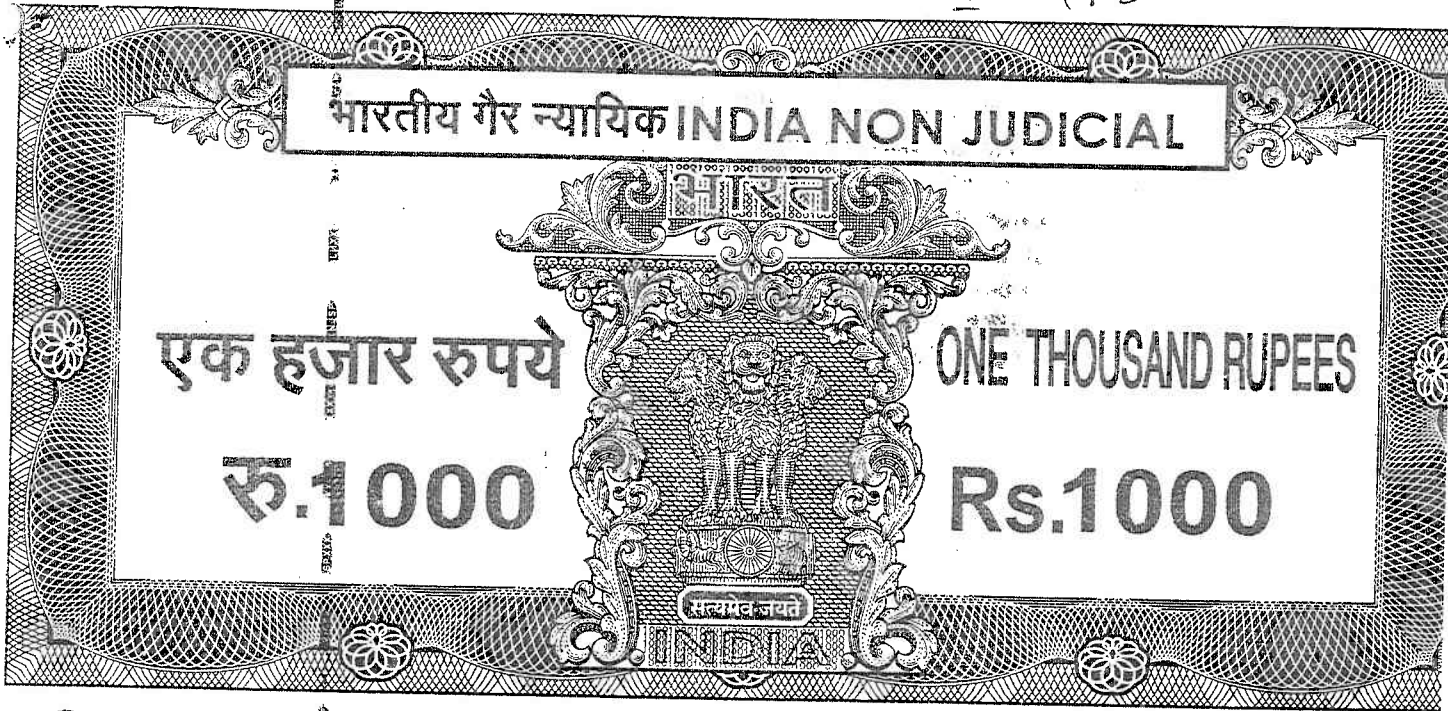


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certified that the Document
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A D.S.R. Datascan
Burdwan

26 JUN 2014

Kalipada Sil
Smt. Mayarani Sil

For EXALT INFRA-NIRMAAN PVT. LTD.
Debasis Roy
(Debasis Roy)
Managing Director

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 26th Day of June, 2014 B E T W E E N
(1) Sri **Kalipada Sil**, Son of Late Chandra Kumar Sil, -by Faith - Hindu, by
Occupation - Retired ; and (2) **Smt. Mayarani Sil**, Wife of Sri Kalipada Sil, by
Faith- Hindu, by Occupation - Housewife, both Presently Residing at Plot No. 48,

Contd...2

Indra Prastha Housing, P.O. - Amrai, P.S. - Faridpur, Durgapur - 713 203 and within the Jurisdiction of the Durgapur Municipal Corporation Ward No. 12, hereinafter Jointly Called & Referred to as the OWNERS (Which Expression Shall unless otherwise Excluded by or Repugnant to the Context be Deemed to mean and include each of their Heirs, Legal Representatives, Executors, Administrators and/or Assigns) of the **FIRST PART** ;

A N D

M/S. EXALT INFRA-NIRMAAN PRIVATE LIMITED, a Company Registered under the Companies Act, 1956 having its Registered Office at 40, Upendra Biswas Sarani, P.O. & P.S. - Jadavpur, Kolkata - 700 032; *Represented by its Managing Director, MR. DEBASIS ROY, son of Late Biswanath Roy, Residing at 40, Upendra Biswas Sarani, Jadavpur, Kolkata - 700 032;* hereinafter called and referred to as the **DEVELOPER** (which Expression shall unless otherwise Excluded by or Repugnant to the Context be deemed to mean and include its Successors, Successors-in-Interest and/or Assigns) of the **SECOND PART**.

WHEREAS One Sri Debidas Bandopadhyay, Son of Late Phani Bhusan Bandopadhyay was Seized and Possessed of a Plot of Bastu Land Admeasuring 7.25 Satak or 4 (Four) Cottahs 9 (Nine) Chittaks Situate at Mouza Amrai, J.L. No. 58, C.S. Dag No. 3164, C.S. Khatian No. 46 under the Jurisdiction of P.S. - Durgapur, which is morefully Described in the Schedule written hereinafter below.

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...3

Debasis Roy
(Debasis Roy)
Managing Director

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AND WHEREAS Since the said Debidas Bandopadhyay was Unable to bear the Cost of Maintenance of the said Scheduled Property, the said Debidas Bandopadhyay Expressed his Desire to Depose of the said Scheduled Property at a Total Price of Rs. 8,500/- (Rupees Eight Thousand Five Hundred only) after having Obtained Permission from the Durgapur Sub-Divisional Officer - the Competent Authority on 22/4/1980 being the Permission No. 134/ULC/D.

AND WHEREAS the said Present Owners Approached the said Debidas Bandopadhyay for Purchase of the Scheduled Property and having Paid the Consideration Money Obtained the Delivery of the Physical Possession of the Scheduled Property and became the absolute Owner by Executing a Deed of Conveyance in the Office of the Additional District Sub-Registrar, Durgapur, District - Barddhaman and has been Recorded in the Book No. I, Volume 3, Pages between 23 to 28 being the Deed No. 131, for the year 1981.

AND WHEREAS the said Owners thereafter Mutated their Names in the Record of Concerned BL&LRO, Faridpur-Durgapur and Paid the Requisite Rent. The said Present Owners have also Mutated their Name with Local Durgapur Municipal Corporation and Regularly Paid the DMC Tax.

AND WHEREAS While in Peaceful Enjoyment of the Scheduled Property, the said Owners being Desirous of Developing the said Scheduled Plot of Land and Construct a Multi-storied Building thereon in accordance with the Sanctioned

Contd...4

For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Ray
(Debasis Roy)
Managing Director

Mal C. R. Das Sin

*BL&LRO
Durgapur
Municipal
Corporation*

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Building Plan to be Obtained from the Durgapur Municipal Corporation or any other Appropriate Authority through an Efficient, Experienced & Financially-sound Developer. Accordingly, the said Owners have Approached & Expressed their Desire to the said Developer, EXALT INFRA-NIRMAAN Pvt. Ltd., a Competent, Financially Sound and Experienced in Civil Construction Work having Reputation in this regard, for Development & Construction of the Proposed Multi-storied Building Consisting of Several Self-contained Residential Flats/Commercial Spaces and Car Parking Spaces (C.P.S.) on the said Premises.

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AND WHEREAS upon the aforesaid Representation of the said Owners and subject to Verification of the Title of the Owners concerning the said Premises, the Developer has Agreed to Develop the said Premises Constructing a Multi-storied Building Comprising of Several Flats/Commercial Spaces and Car Parking Spaces on the said Premises in accordance with the Sanctioned Building Plan and as per Specifications at the Cost and Responsibility of the said Developer.

AND WHEREAS the Parties hereto for Common Object and to Materialize their Intention have Agreed on Certain Terms and Conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby Agreed by and between the Parties hereto as follows :

1. **"DEFINITION"** : Unless there is anything Contrary or Repugnant to the Subject or Context, the Term :-

For EXALT INFRA-NIRMAAN PVT. LTD.

Contd...5

Debasis Roy
(Debasis Roy)
Managing Director

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(a) "**OWNERS**" shall mean (1) **Sri Kalipada Sil**, Son of Late Chandra Kumar Sil, by Faith - Hindu, by Occupation - Retired ; and (2) **Smt. Mayarani Sil**, Wife of Sri Kalipada Sil, by Faith - Hindu, by Faith - Hindu, by Occupation - Housewife, both Presently Residing at Plot No. 48, Indra Prastha Housing, P.O. - Amrai, P.S. - Faridpur, Durgapur - 713 203 and within the Jurisdiction of the Durgapur Municipal Corporation Ward No. 12 ; hereinafter Jointly-called and Referred to as the **OWNERS** (which Term or Expression shall unless otherwise Excluded by or Repugnant to the Context be deemed to mean and include each of their Heirs, Executors, Administrators, Legal Representatives and/or Assigns).

(b) "**DEVELOPER**" shall mean EXALT INFRA-NIRMAAN PRIVATE LIMITED, a Company Registered under the Companies Act, 1956 and having its Registered Office at 40, Upendra Biswas Sarani, P.O. & P.S. - Jadavpur, Kolkata - 700 032 and Local Operational Office at EXALT's MKM Park, Priyadarshini Indira Sarani, Durgapur - 713 205 and its Successors, Successor-in-Interest and/or Assigns.

(c) "**TITLE DEEDS**" shall mean all the Documents referred to hereinbefore in the Recital.

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...6

Debasis Ray
(Debasis Ray)
Managing Director

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(d) "**PREMISES**" shall mean the Bastu Land Admeasuring 7.25 Satak or 4 (Four) Cottahs 9 (Nine) Chittaks, be the Same a Little More or Less, Situate & Lying at Indraprastha Housing, Mouza - Amrai, J.L. No. 58, R.S. Dag No. 3164, L.R. Dag No.3372 Pertaining to R.S. Khatian No. 46, L.R. Khatian No. 4040/1847 and within the Jurisdiction of Ward No. 12 of the Durgapur Municipal Corporation, Sub-Registry Office at Durgapur & District Sub-Registry Office at Barddhaman Presently under P.S. - Faridpur, Dist. - Barddhaman morefully Described and Mentioned in the **Schedule - A** as Written hereinafter below and delineated in the Plan or Map Annexed hereto and bordered with Red thereon.

(e) "**BUILDING**" shall mean the Multi-storied Building consisting of several Self-contained Residential Flats/Apartments/Commercial Spaces/Car Parking Spaces and other Service Areas, Common Areas, Stairs, Staircases, etc. etc. to be Constructed by the said Developer upon the Scheduled Premises according to Sanctioned Plan to be Obtained from the Durgapur Municipal Corporation or any Other Appropriate Authority.

(f) "**COMMON AREAS AND FACILITIES**" shall mean and include Corridors, Stairs, Staircases, Passages, Driving-ways, Pump-Room, Tube-well, Underground Reservoir, Overhead Water-tank, Water-pump-motor and other Facilities which may be mutually agreed

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...7

Debasis Roy
(Debasis Roy)
Managing Director

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between the Parties hereto and as may be required for the Establishment, Location, Enjoyment, Provisions, Maintenance and/or Management.

- (g) **"UNDIVIDED SHARE"** shall mean the Undivided & Impartible Proportionate Share in the Land Attributable to any Flat(s)/Apartments/Commercial Spaces/Car Parking Spaces of the proposed Multi-storied Residential Building as aforesaid.
- (h) **"SALEABLE SPACE OR FLAT"** shall mean the Space or Flat in the proposed Multi-storied Building on the said Premises, each of them or Part thereof Available for Independent Use and Occupation for the Developer after making due Provisions for Common Facilities and Areas required therefor.
- (i) **"ARCHITECT"** shall mean any Professional and/or Expert Person or Firm Appointed or Nominated by the said Developer as the Architect for the Proposed Multi-storied Building to be Constructed on the said Premises of the Owners.
- (j) **"BUILDING PLAN"** shall mean the Plan for the Purposes of Construction of the proposed Multi-storied Residential Building to be Sanctioned by the Durgapur Municipal Corporation or any Other Appropriate Authority in the Name of the Owners at the Cost of the

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...8

Debasis Roy
(Debasis Roy)
Managing Director

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said Developer and shall include any Renewal or Amendments thereto and/or Modification thereof made or Caused by the said Developer or the Durgapur Municipal Corporation or any Other Appropriate Authority.

(k) **"TRANSFER"** with grammatical variations shall mean and include the Transfer by Possession or by any other means Adopted for Effecting what is understood as a Transfer of Flat/Space with Ownership in the Proposed Multi-storied Building to the Intending Purchaser(s) or Nominee(s) of the said Developer from the Allocation of the said Developer.

(l) **"FORCE MAJEURE"** shall mean Flood, Earthquake, Riot, Storm, Tempest, Civil Commotion, Strike, Lock-out or any other Acts or Commissions beyond the Control of the Party Affected thereby.

(m) **"FLAT"** shall mean the Residential Flats or Apartments or Constructed Areas or Saleable Spaces Available for Independent Use and Occupation.

(n) **"COMMON EXPENSES"** shall mean and include all Expenses to be Incurred for the Maintenance, Management, Up-keeping, Security, Administration of the Proposed Multi-storied Building and in

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...9

Debasis Roy
(Debasis Roy)
Managing Director

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particular the Common Areas and Installations and other Common Purposes and Rendition of Services in common to the Occupiers.

(o) **"PROFESSIONAL"** shall mean Mr. Susanta Kumar Ganguly, Advocate of Durgapur Court, Dist. - Barddhaman and/or any Paneled Advocate of the Developer for Drafting of all Agreements, Sale-Agreements, Sale-Deeds, and Registration thereof and all Legal Matters relating thereto and also for Legal Advices.

(p) **"VACANT POSSESSION"** shall mean the Delivery of Peaceful Vacant Possession by the Lawful Owners in favour of the said Developer on or before the Commencement of the Construction of the Proposed Multi-storied Building or as soon as the Durgapur Municipal Corporation or any Other Appropriate Authority Requires the same for the Purpose of Sanctioning the Building Plan.

(q) **"OWNERS' ALLOCATION"** shall mean and include, on Completion of the Proposed Multi-storied Residential Building on the said Land/Premises in all respects by the said Developer according to Sanctioned Plan Obtained from the Durgapur Municipal Corporation, followings are Owners' Allocation :

- i) Two Nos. Three-Bed-Room Flats, One in the First Floor and One in the Third Floor, both at Northern Side, i.e., towards Road Side ;

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...10

Debasis Ray
(Debasis Roy)
Managing Director

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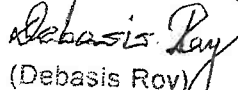
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Extended for further Period as the Situation may Demand and Time shall be the Essence of the Contract.

3. The said Owners Declare as follows :-

- (a) That the said Owners have good Right, Title and Interest in the Scheduled Premises and are fully Possessed of and/or well & sufficiently Entitled to the said Premises.
- (b) That the said Premises is Free from all Encumbrances, Charges, Lispendens, Leases, Occupancy Right, Acquisition, Requisition, Liens, Attachment, Trust, Claims, Demands and Liabilities whatsoever or howsoever.
- (c) Save and except the said Owners, no other Person has any Right, Title, Interest in the said Premises or any part thereof as Licensee, Mortgagee, Purchaser or otherwise.
- (d) Save and except with the said Developer herein, the said Owners or either of them have never Executed any Agreement for Sale or otherwise Transfer of the Premises or any part thereof or any Power of Attorney or any other Documents concerning the said Premises or any part thereof in favour of any other Person nor have otherwise Dealt with the said Premises or any part thereof nor Accepted any

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...12


(Debasis Roy)
Managing Director

Kalpana

Postbox 1212
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Earnest Money or Consideration Money therefor from any other Person or Persons.

(e) The said Owners have No Difficulty in Complying with all other Obligations hereunder.

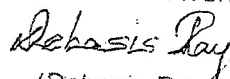
4. The said Owners and the said Developer do hereby Declare and Covenant as follows :-

i) That the said Owners hereby Hand-over the Vacant Possession of the Plot as Detailed in Schedule-A Free from All Encumbrances AND Grant Exclusive Right to the said Developer to Undertake the Construction of the Proposed Multi-storied Building in accordance with the Building Plan to be Sanctioned by The Durgapur Municipal Corporation/Other Appropriate Authority.

ii) That the said Developer has Agreed to Develop and Improve the said Property Ready for Construction of the Proposed Multi-storied Building at its Own Cost and Expenses after Executing these Presents with the said Owners.

iii) That all Applications, Plans and other Documents, as may be Required by the Developer for the Purposes of Obtaining necessary

For EXALT INFRA-NIRMAAN PVT. LTD. Contd...13


(Debasis Roy)
Managing Director

K.A. Roy - 10/10/10

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Sanction of the Building Plan and/or its Alterations/Modifications/
Variations of the Building Plan to be Sanctioned by the Durgapur
Municipal Corporation or any Other Appropriate Authority shall be
Prepared and Submitted by the said Developer for and in the Name of
the said Owners at the Developer's Own Cost and Expenses, and if
any Alterations/ Modifications for making further Plan for the
proposed Multi-storied Building are required, the said Owners shall
give such Written Permission to the said Developer without any
Objection and for that Purpose, the said Owners shall Put their
Necessary Signatures.

- iv) That the Owners of the said Premises, more particularly Described in
the Schedule-A hereunder written, have Agreed to Allow the said
Developer for Preparing the Scheduled Land by doing Preliminary
Developmental Work after Demolishing the existing Building
Structure/Structures to Improve the same to make it Fit for the
Purposes of Initial Survey, taking Correct Measurement and for the
Construction of the Multi-storied Residential Building consisting of
several Flats & C.P.S. as per Sanctioned Building Plan of the
Durgapur Municipal Corporation and as per Specifications on the
said Premises or part thereof.

- v) The Developer will Complete all the necessary Searching and
Investigation of Title, Right and Interest of the Owners and their

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Provisional Right in the appropriate Government Offices and the concerned Departments, DMC, BL&LRO etc. at its Own Cost after the Signing of this Joint Venture Agreement with the Owners of the Land and/or before Obtaining the Sanction of the Plan from the Durgapur Municipal Corporation.

- vi) After Signing of this Development Agreement, the Owners of the aforesaid Premises will Empower Mr. Debasis Roy, one of the Directors of M/s. EXALT INFRA-NIRMAAN Private Ltd. by Executing a Registered Power of Attorney to Do, Act, Execute, Perform the necessary Activities for the Purposes of the said Development and Construction of the proposed Multi-storied Residential Building upon the Scheduled Premises as per Building Plan and Specifications and to Enter into Sale Agreements with the Intending Purchasers in respect of the Flats under the said Developer's Allocation and/or to Receive any Amount of Earnest Money or Advance towards Consideration in respect of the said Developer's Allocation only Out of the Total Sanctioned Area of the proposed Multi-storied Residential Building and also Empowering him to Sell the said Flats under the said Developer's Allocation on behalf of the Owners by Executing and Presenting the Deed of Sale before the A.D.S.R., Durgapur or Registrar of Assurances for Registration.

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For EXALT INFRA-NIRMAAN PVT. LTD.

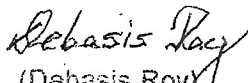
Debasis Roy
(Debasis Roy)
Managing Director

Page No. 15/18

- vii) The said Developer has Agreed to Get a Plan for Construction of the proposed Multi-storied Residential Building Prepared and Made Ready in the Name of the Owners of the said Premises by an Experienced Architect/Draftsman/Civil Engineer and thereafter to Submit the said Plan in the Office of the Durgapur Municipal Corporation for Sanction in the Name of the Owners at the Cost and Expenses of the said Developer.
- viii) That the said Developer shall Spend Money for Getting the Building Plan and also for Constructing the Proposed Multi-storied Residential Building as per Sanctioned Plan at its Own Cost and Expenses and the Owners shall not have to Share or Pay any part thereof.
- ix) That for the Purpose of getting the Building Plan Sanctioned, the said Developer shall Sign all Applications, Petitions, Affidavit, Drawings, Sketches and for Getting such Alternative or Modified Plan or further Plan to be Sanctioned by the Durgapur Municipal Authority and, Represent & Appear, before the Concerned Authority on behalf of the Owners and in their Names and on their behalf in Connection with all of the matters as aforesaid and in such Circumstances, the Owners shall Extend their Assistances, Co-operations and Signatures as and when necessary, to the Developer for the Interest of the proposed Multi-storied Residential Building.

For EXALT INFRA-NIRMAAN PVT. LTD.

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(Debasis Roy)
Managing Director

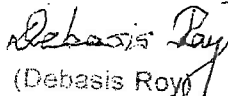
- x) That the Developer shall Construct the Proposed Multi-storied Residential Building on the said Premises at its Own Cost in accordance with Law and also as per Building Plan to be Sanctioned by the Durgapur Municipal Corporation and during the Construction and after Construction, the said Developer shall Arrange to Sell the Constructed Areas, being the said Developer's Allocation, together with Undivided and Impartible Proportionate Share in Land and other Common Rights to the Intending Purchasers and shall Receive Part or Full Consideration Money from the Sale of the Constructed Areas of the proposed Multi-storied Residential Building, being the said Developer's Allocations, to be Erected at the Cost of the said Developer and for the same, the Owners shall not Raise any Claim by any means and shall not Create any Obstruction or Objection during such Construction. Upon Completion of the said Housing Project, the said Developer shall Obtain Completion Certificate in respect of the said Housing Project at their Cost & Expenses from the Durgapur Municipal Corporation.
- xi) The Developer shall have the Right to Look-after, Manage, Supervise, Conduct and Do all and every Acts, Deeds, Matters and Things necessary for the Purposes of Developing and Improving the said Premises in order to make it Perfect in all respects for Construction of a Multi-storied Residential Building thereon in accordance with the Building Plan to be Sanctioned by the Durgapur Municipal Authority



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For EXALT INFRA-NIRMAAN PVT. LTD.

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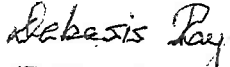

(Debasis Roy)
Managing Director

and the Owners shall have No Objection whatsoever in respect thereof at any time in future.

- xii) The Proposed Multi-storied Residential Building shall be Constructed in accordance with the Sanctioned Building Plan and/or Sanctioned Modified Building Plan. If the Developer Construct the Proposed Building in Deviation of the Sanctioned Building Plan and/or the Sanctioned Modified Building Plan and in such event, if the Durgapur Municipal Authority Adopts any Legal Steps against the Owners, the Owners shall have No Obligation to the Effect nor can the Owners be held Responsible for such Unauthorised Construction by the Developer. Moreover, for such Unauthorised Construction, if any Demolition Proceeding is Initiated by the Durgapur Municipal Authority against the Owners, it would be the sole Responsibility of the Developer to Settle the said Dispute and/or Pay the amount of Penalty if Imposed by the Durgapur Municipal Authority.

- xiii) In the event of the Demise of any of the Owners during the Subsistence of these Presents, the Legal Heirs of the Demised Owner shall Sign, Execute all or any Papers and/or Documents as may be Required by the said Developer for Completion of the said Multi-storied Residential Building being the subject matter of this Agreement and shall always Act and Do all the necessary Acts and

For EXALT INFRA-NIRMAAN PVT. LTD.


(Debasis Roy)
Managing Director

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Things which the Owners are under Obligation to do under these Presents at all material Times without any Hindrance or Demur.

- xiv) The Developer shall, at its Own Cost, Construct and Complete the Proposed Multi-storied Residential Building at the said Premises in accordance with Building Plan and Conforming to the Specifications as mentioned in the **Schedule-D** hereunder written and as may be Recommended by the Architect from time to time Appointed for the Purposes and it is hereby clearly Understood that the Decision of the Architect regarding the Quality of the Materials shall be Final and Binding on the Parties hereto.
- xv) That the Developer shall Install at the said Building on the said Premises at its Own Cost a Water Storage Reservoir, an Overhead Tank, a Pump for Lifting Water to Overhead Tank, Electric Wiring and Installations of other Facilities as are Required to be Provided in the Proposed Multi-storied Residential Building to be Constructed for Sale of Flats & CPS therein on Ownership basis, as mutually Agreed.
- xvi) That the said Developer shall Make, Build, Construct, Supervise and Carry-out all the Acts through the Contractor and/or Sub-Contractors in such manner as thought Fit and Proper by the said Developer for such Construction of the Proposed Multi-storied Residential Building according to the Building Plan to be Sanctioned

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

by the Durgapur Municipal Authority and as per Schedule-D Specifications on the said Premises.

- xvii) That the said Developer shall be Authorised by the Owners in so far as it is necessary to Apply for and Obtain Temporary Connections of Drainage, Sewerage and/or Other Facilities, if required for the Purposes of Construction of the Proposed Multi-storied Residential Building.
- xviii) That from the Date of Making-over Possession of the said Premises to the Developer, the Municipal Rates and Taxes and all other Outgoings in respect of the said Premises shall be borne and Paid by the Developer but all Outstanding Dues on account of the Municipal Rates, Taxes and other Outgoings upto the Date of Delivery of the vacant Possession of the said Premises shall remain as the Liability of the Owners and shall be borne and Paid by the Owners.
- xvix) That the Owners and the Developer shall Abide-by all the Terms and Conditions of this Agreement and shall Extend necessary Co-operation and Put their best Efforts to make the Proposed Project a Successful and Model one.
- xx) That the Owners hereby Declare that the Premises, as mentioned in the Schedule-A hereunder written, has good and Clear Marketable

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Title and the Owners also hereby Undertake to Indemnify and to Keep the said Developer Indemnified from and against any Third Party Claim, Action and Demand whatsoever. The Developer shall Settle the Local Dispute & Difference if any Arises during the Construction of the Proposed Building.

- xxi) The Owners shall not Interfere with the Construction Work of the Proposed Multi-storied Residential Building by the said Developer, but the Owners have every Right to Inspect the Construction at any point of time till the Completion of the Construction Work.
- xxii) The Time for Completion of the Proposed Multi-storied Residential Building is Scheduled for 36 (Thirty Six) Months and shall Commence from the Date of Sanction of the Plan of the Proposed Multi-storied Residential Building by the Durgapur Municipal Corporation or the Date of Handing-over the Vacant Possession of the said Premises to the said Developer whichever is later. The Time for Completion may be Extended for such further Period as may be Required due to Force Majeure.
- xxiii) Immediately after Obtaining the Sanction of the Building Plan, the said Developer shall Intimate to the Owners and the Owners shall Deliver Vacant Possession of the said Plot of Land with the existing Building Structures Standing thereon to the said Developer for

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Starting the Work of the Development and Construction of the proposed Multi-storied Residential Building and the Owners shall Issue a Letter in favour of the said Developer Giving Permission to Construct the Proposed Multi-storied Residential Building as per Building Plan on the said Premises or part thereof.

xxiv) That the said Developer on Receiving Vacant Possession of the said Land, as described in the Schedule-A hereinafter written below, shall, at its Own Cost, Start the Construction as per Sanctioned Building Plan and also as per Specifications mentioned in the Schedule-D hereinafter written below.

xxv) That the Cost of Preparation of this Agreement will be borne by the Developer and the Cost of Registration of the General Power of Attorney or other Assurances, Bonds, Declarations etc. including Stamp Duty and Registration Fees shall be borne by the Developer.

xxvi) That the Developer will be solely Liable if the Proposed Building be Demolished or Collapsed during the Tenure of the Construction or Later-on and the Owners will not be Liable in any way either in Criminal or in Civil Courts.

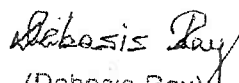


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For EXALT INFRA-NIRMAAN PVT. LTD.

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(Debasis Roy)
Managing Director

- xxvii) That the Developer will be solely Responsible for any sort of Accident during the Construction Period and accordingly will be bound to Compensate or Settle the Consequences.
- xxviii) That the Owners will be Responsible for any kind of Dispute if any Arises due to any Act or Deed related to the Title of the Scheduled Premises or Predecessor-in-title of the said Property.
- xxix) That the Owners shall have No Objection in respect of the Purchase of the Flats &/or C.P.S. by the Intending Purchasers out of the Developer's Allocation and if those Flats &/or C.P.S. are Sold and Financed through the outside Financial Institutions like Banks, HDFC, LIC, HFL or any other Financial Organizations.
- xxx) That the Owners shall have No Claim on the Sale- Proceeds of the said Constructed Area in the Proposed Multi-storied Residential Building other than the Owners' Allocation in the proposed Multi-storied Residential Building, as described in the Schedule-B hereinafter written below, which shall Rightfully belong to the Developer in Consideration of its Investment and Endeavour in Erecting the Proposed Multi-storied Residential Building on the said Scheduled Premises as mentioned in the Schedule-A hereinafter written below.

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pg 29
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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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xxxii) That the Owners shall have No other Obligation and Liability to any Financial Organisation and Income-tax Authority for Monies as would be Received by the said Developer by way of Sale-Proceeds of their Allotted Portions in the Proposed Building nor shall the Owners have any Obligation and Liability to Effect Delivery of Possession to the Purchasers of the Developer's Allotted Portions. In the event of any Dispute arising between the said Developers and such Purchasers, the Owners can not be held Responsible in any manner whatsoever in respect of such Dispute.

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xxxiii) That after Completion and Delivery of Possession of the Owners' Allocated Portion in the Proposed Multi-storied Residential Building Complete in all respects, the Owners shall have No Right to Object to the Delivery of Possession of the said Developer's Allocated Constructed Areas with Proportionate Undivided & Impartible Share in the Land to the Intending Purchasers at the Choice/Selection of the said Developer.

page 19 to 21

xxxiiii) That the Owners shall have No Right to Object to the Price to be Claimed by the said Developer from its Intending Purchaser or Purchasers in respect of the Constructed Areas in the Proposed Multi-storied Residential Building other than the Owners' Allocation as mentioned in the Schedule-B hereinafter written below.

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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xxxiv) That the Owners have No Objection of being Treated as Owners of the Flats to be Constructed as Described in the Schedule-B hereafter written below even under the West Bengal Apartment Ownership Act XVI of 1972 subject to all subsequent Amendments and/or the Developer taking all necessary Steps towards Registering the aforesaid Construction comprising of several Self-contained Flats and C.P.S. under the West Bengal Apartment (Regulation of Construction and Transfer) Act XVIII, 1979. The Cost of Maintenance and Municipal Taxes and Rates shall be borne by the Owners proportionately with the Developer or their Assignees as per the Rules and Bye-Laws to be Prepared for the Purposes.

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xxxv) The said Developer shall Complete the Owners' Flats in the proposed Multi-storied Residential Building Described in the Schedule-D hereunder written below Complete in all respects including Electrical-Fittings and Fixtures, Fixing of Flash Doors and Windows, Plumbing Works, Parish Work in the Inside Wall etc. as per the Building Plan and Scheduled Specifications and shall Deliver Possession of the same to the Owners within a Month from the Date of Completion of the same.

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xxxvi) That the Developer shall Complete the Construction of the Proposed Multi-storied Residential Building as per Building Plan and Conforming to the Scheduled Specifications within 36 (Thirty Six)

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Months from the Date of Sanction of the Building Plan or Delivery of the Vacant Possession of the Premises whichever is later. If due to Unavoidable Circumstances exclusively on the Part of the said Developer, the said Construction cannot be Completed within the Stipulated Time, the Period of Completion shall be Extended suitably for the Purposes of such Completion of the Project.

xxvii) That the Developer shall Institute, Conduct or Prosecute any Suit or Legal Proceedings in the Name of the Owners that may be Found Necessary to be Filed against the Adjoining Owners of the said Premises and/or any Person or Persons in Connection with the said Premises or Promotion thereof and the Proposed Multi-storied Residential Building to be Constructed thereon and also shall Defend any Suit or Proceedings on behalf of the Owners and shall Give Necessary Instructions on behalf of the Owners, and the Owners shall Sign the Vakalatanama, Complaint, Petition, Affidavits and other Pleadings and Papers that may be required to be filed in connection with such Suits and Proceedings and shall Verify and Affirm the same and do all other Acts, Deeds, Matters and Things as may be Necessary for Proper Conduct thereof and Preserving the Best Interest of both the Owners and the Developer herein.

xxxviii) That each term of this Agreement is the Consideration for the Other and Failure to Comply with the Terms and Conditions of this

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Agreement by Either of the Parties hereto shall be Cause of Action for the Other Party to File a Suit for Specific Performance of the said Contract and all the Costs for the same shall be borne by the Defaulting Party.

5. It is further Agreed by and between the Owners and the Developer as follows :-

i) That as soon as the Proposed Multi-storied Residential Building is Completed, the said Developer shall give Written Notice to the Owners Requiring the Owners to Take Possession of the Owners' Allocation in the Proposed Multi-storied Residential Building and after 30 (Thirty) days from the Date of Service of such Notice and at all times thereafter the Owners shall be exclusively Responsible for Payment of Municipal Rates & Taxes, Duties and Other Public Outgoings and Impositions whatsoever, payable in respect of the Owners' Allocation, provided that the said Rates to be Apportioned on pro-rata basis with the Saleable Spaces in the Proposed Multi-storied Residential Building if they are Levied on the said Building as a whole.

ii) That the Owners and the Developer shall Punctually and Regularly Pay for their respective Allocations the said Rates and Taxes to the concerned Authorities and Keep each other Indemnified against all

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Claims, Actions, Demands, Costs, Charges and Expenses and Proceedings whatsoever Directly and Indirectly Instituted against or Suffered by or Paid by Either of them as the Case may be Consequent upon a Default made by Either of them.

- iii) That as and from the Date of Service of Notice of Possession, the Owners shall also be Responsible to Pay and Bear the Service Charge for the Common Facilities in the Constructed Building Payable with respect to the Owners' Allocation, and such Charges are to Include Proportionate Share of Premium for the Insurance of the said Constructed Building, Water, Fire and Scavenging Charges and Taxes, Light, Sanitation, Repair and Renewal, Charges for Bill Collection and Management of the Common Facilities, Renovation, Replacement and Maintenance Charges and Expenses for the said Building and of all Common Wiring, Pipes, Electrical and Mechanical Installations, Appliances and Equipments, Stairways, Corridors, Passageways, Gardens, Parkways and other Facilities whatsoever as may be mutually Agreed from time to time, Provided that if any Additional Insurance Premium, Costs and Expenses by way of and for Maintenance are Required to be Incurred for the said Building by Virtue of any Particular Use and/or in the Accommodation within the Owners' Allocation or any part thereof, the Owners shall be exclusively Liable to Pay and Bear and Reimburse such Additional Costs and Expenses to the Developer.

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For EXALT INFRA-NIRMAAN PVT. LTD.

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Debasis Roy
(Debasis Roy)
Managing Director

- iv) That the Owners shall not do any Act, Deed or Thing whereby the Developer shall be Prevented from Constructing and Completing the Proposed Building.
- v) That neither Party shall Use or Permit to be Used the Respective Allocations in the Proposed Building or any Portion thereof for Carrying-on any Illegal and Immoral Trade or Activity nor Use thereof for any Purpose which may Cause any Nuisance, Annoyance or Hazard to the Other Purchasers/Occupiers of the Apartments of the Proposed Building.
- vi) That neither Party shall make any Structural Alteration in their respective Allocations without the Previous Consent of the Other, Provided, however, such Alteration shall always be made with the Approval of the Appropriate Authority as may be Required for the Purpose.
- vii) That both the Parties shall Abide-by all Statutory Rules and Regulations, Bye-laws etc. as the Case may be and shall be Responsible for any Deviation, Violation and/or Breach of any of the said Laws, Bye-laws, Rules and Regulations.

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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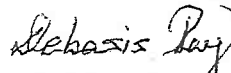
- viii) That neither Party shall Do or Cause or Permit to be Done any Act or Thing which may Render Void and Voidable any Insurance of the Proposed Building or any Part thereof and Either Party shall Keep the other Occupiers of the said Building Harmless and Indemnified from and against the Consequences of any Breach.
- ix) That neither Party shall Throw or Accumulate any Rubbish, Waste or Refuse or Permit the same to be Thrown or Accumulated in or about the Proposed Building or in the Compounds, Corridors or any other Portion or Portions of the Proposed Building.

6. The Owners hereby Agree and Covenant with the Developer as follows :-

- i) Not to Cause any Interference or Hindrance in the Construction of the Proposed Building at the said Premises by the Developer Provided the same is Constructed in Accordance with the Sanctioned Building Plan.
- ii) Not to Do any Act, Deed or Thing whereby the Developer may be Prevented from Selling, Assigning and/or Disposing of any of the Developer's Allocated Portions in the Proposed Building at the said Premises.



For EXALT INFRA-NIRMAAN PVT. LTD.


(Debasis Roy)
Managing Director

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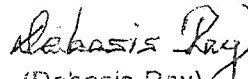
- iii) Not to Let-out, Grant, Lease, Mortgage and/or Charge the said Premises or any Portion thereof without the Consent in writing of the said Developer during the Period of Construction.
- iv) To Remain Bound to Execute all Agreements for Sale or Transfer concerning the said Developer's Allocation and shall Remain Bound to Execute a General Power of Attorney Empowering the said Developer or Developer's Agent to Execute all such Agreements for Sale or Transfer for and on behalf of the Owners Concerning the said Developer's Allocation of the Proposed Building at the said Premises.
- v) To Hand-over the Original Documents, File of the Owners in respect of the said Premises to the Developer at the Time of Execution of these Presents.

7. The said Developer doth hereby Agree and Covenants with the Owners as follows :-

- i) To Appoint Architect for the proposed Multi-storied Residential Building and Take necessary Sanction of the Building Plan from the Durgapur Municipal Corporation as per Permissible Rules of the Municipality and Obtain maximum Sanctioned Area of the Proposed Building.

For EXALT INFRA-NIRMAAN PVT. LTD.

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(Debasis Roy)
Managing Director

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- ii) To Complete the Construction of the said Building within 36 (Thirty Six) Months from the Date of Sanctioning of the Plan or the Owners' Handing-over the Vacant Possession of the said Premises whichever is later.
- iii) Not to Violate or Contravene any of the Provisions or Rules Applicable to Construction of the Proposed Building.
- iv) Not to Do any Act, Deed or Thing whereby the Owners are Prevented from Enjoying, Selling, Assigning and/or Disposing of any of the Owners' Allocation in the said Building at the said Premises.
- v) Not to Part with Possession of the Developer's Allocation or any Portion thereof unless Possession of the Owners' Allocation is Delivered to the Owners, however, it will not Prevent the Developer from Entering into any Agreement for Sale or to Deal with the Developer's Allocation.
- vi) To Keep the Owners Indemnified against all Actions Suits, Costs, Proceedings and Claims that may Arise out of the said Developer's Actions with Regard to the Development of the said Premises and/or the Construction of the Proposed Building and/or for any Defect therein.

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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- vii) To keep the Owners Indemnified against all Third Party Claims and Actions Arising out of any Sort of Act or Commission of the said Developer in Relation to the Construction of the Proposed Building.
- viii) That the said Developer shall Produce the Promotorship/Developership Certificate for Inspection of the Owners in Proof of the said Developer's Eligibility to Undertake the Development & Construction Job in the said Premises.

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8. Mutual Covenants and Indemnities :-

- i) The Owners hereby Agree and Undertake that the Developer shall be Entitled to the said Construction and shall Enjoy its Allocated Areas without any Interference or Disturbances Provided the Developer Performs and Fulfills all the Terms and Conditions herein Contained and/or on its Part to be Observed and Performed.
- ii) The Owners and the Developer hereby Declare that they have Entered into this Agreement purely as a Contract and Nothing Contained herein shall be Deemed to Construe as a Partnership between them in any Manner nor shall the Parties hereto Constitute an Association of Persons.

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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- iii) Immediately upon Obtaining Vacant Possession of the said Premises from the Owners, the Developer shall be entitled to Demolish the existing Building and all Salvage Materials and Debris Arising therefrom shall belong only to the Developer.
- iv) Any Notice Required to be Given by Either of the Parties to the Other of them shall, without prejudice to any other Mode of Service available, be deemed to have been Served if Delivered by-hand and duly Acknowledged or Sent by Pre-paid Registered Post with Acknowledgement due to the Last-known or Recorded Address of the Party Concerned.
- v) The Developer and the Owners shall mutually Frame Scheme for the Management and Administration of the Proposed Building and/or Common Parts thereof and Agree to Abide-by all the Rules and Regulations to be Framed by any Society/Association and/or any other Organisation who will be In-charge of such Management of the Affairs of the Proposed Building and/or Common Parts thereof.
- vi) The name of the Building shall be "**MAYASIL RESIDENCY**".
- vii) Nothing in these Presents shall be Construed as a Demise or Assignment or Conveyance in Law of the said Premises or any Part thereof to the said Developer by the Owners or as Creating any Right,

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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Title or Interest in respect thereof in Favour of the said Developer other than an Exclusive License in favour of the said Developer to Do the Acts and Things expressly Provided herein as also in the Power of Attorney to be Given for the Purpose Provided, however, the said Developer shall be Entitled to Raise Fund from any Bank or Banks without Creating any Financial Liability on the Owners and for that Purpose, the Developer shall Keep the Owners Indemnified against all Actions, Suits, Proceedings and Costs, Charges and Expenses in respect thereof. The said Developer shall not be Entitled to Raise Fund by Creating any Charge or Mortgage of the said Premises.

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viii) As and from the Date of Completion of the Proposed Building, the said Developer and/or its Transferees shall each be Liable to Pay and Bear the Proportionate Charges on Account of Rates and Taxes and other Statutory Liabilities Payable in respect of their respective Spaces.

ix) The Owners shall Deliver or Cause to be Delivered to the said Developer the Photocopy of Title-Deeds relating to the said Premises simultaneously with the Execution of these Presents.

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For EXALT INFRA-NIRMAAN PVT. LTD.

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Debasis Roy
(Debasis Roy)
Managing Director

9. Liquidated Damages & Penalty :-

- i) The Parties hereto shall not be Considered to be Liable for Non-performance of any Obligation hereunder to the Extent that the Performance of the Relative Obligations is Prevented by the Existence of the Force Majeure Conditions i.e. Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Strike and/or any Other Act or Commission beyond the Control of the Parties hereto.
- ii) If due to any Willful Act on the Part of the said Developer, the Construction and Completion of the Proposed Building is Delayed, then in that Event the Developer shall be Liable to Pay such Loss or Damages to the Owners as shall be Determined by the Arbitration to be Conducted in Accordance with the Arbitration and Conciliation Act, 1996.
- iii) In the Event of the Owners Committing Breach of any of the Terms and Conditions herein Contained or Delaying in Delivery of Possession of the said Premises as herein before Stated, the said Developer shall be Entitled to Payments of and the Owners shall be Liable to Pay such Loss and Damages as shall be Determined by the Arbitration to be Conducted in accordance with the Arbitration & Conciliation Act, 1996 Provided, however, if such Delay shall Continue for a Period of 6 (Six) months, then in that Event, in

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For EXALT INFRA-NIRMAAN PVT. LTD.

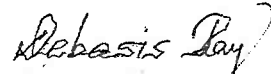
Debasis Roy
(Debasis Roy)
Managing Director

addition to any Other Right which the said Developer may have against the Owners, the said Developer shall be Entitled to Sue the Owners for Specific Performance of this Agreement or to Rescind this Agreement and Claim Refund of all the Moneys Paid and/or Incurred by the said Developer and such Losses and Damages which the said Developer may Suffer.

iv) In the Event, the said Developer Fails to Start the Construction within 30 (Thirty) days even after Obtaining Sanction of the Building Plan and Vacant Possession of the said Premises from the Owners, then the Developer shall Pay Damages to the Owners Not exceeding Rs. 10,000/- in the Aggregate and if the Developer Abandons the Construction Work after some Progress, then also the above consequence will follow.

v) In the event, the said Developer is Prevented from Proceeding with the Construction Work during the Continuance of such Construction or Prevented from Starting the Construction by any Act on the Part of the Owners, or Owners' Agents, Servants, Representatives or any Person Claiming any Right under the Owners, then and in that Case, the said Developer shall have the Right to Claim Refund of all Sums if any, Paid by the said Developer to the Owners in the meantime and shall also be Entitled to Claim Loss and Damages which the said Developer may Suffer but the said Developer's Right to Sue for Specific Performance of Contract shall Remain Unaffected. Contd...37

For EXALT INFRA-NIRMAAN PVT. LTD.


(Debasis Roy)
Managing Director

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10. **Arbitration :**

All Disputes or Differences whatsoever Arising between the Parties hereto Touching the Construction, Meaning, Operation or Effect of this Contract or relating to the Contract or breach thereof shall be Settled by Arbitration of two Arbitrators, one to be Appointed by each Party to the Difference in Accordance with or Subject to the Provision of the Indian Arbitration & Conciliation Act, 1996 or any Statutory Modification thereof for the time being in force. The Award shall be Final and Binding on the Parties. The Costs of Arbitration shall be borne by the Parties equally.

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11. **Jurisdiction of the Court :**

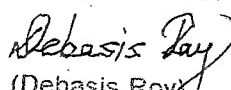
The District Civil Court at Durgapur and the High Court at Calcutta shall have the Jurisdiction to Entertain and Determine all Actions, Suits and Proceedings Arising out of these Presents between the Parties hereto.

Prabir Kumar Nanda



For EXALT INFRA-NIRMAAN PVT. LTD.

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(Debasis Roy)
Managing Director

THE SCHEDULE - "A" HEREINBEFORE REFERRED TO :

(Description of Land/Premises)

ALL THAT a Piece and Parcel of Land Measuring 7.25 Satak or 0.03 Acre or 4 (Four) Cottahs 9 (Nine) Chittaks, be the same a little more or less, Situate and Lying at Plot No. 48, Indra Prastha Housing at Mouza - Amrai, J.L. No. 58, R.S. Dag No. 3164, ~~L.R.~~ Dag No. 3372 Pertaining to R.S. Khatian No. 46, ~~L.R.~~ Khatian No. 1847/4040 within the Jurisdiction of Ward No. 12 of The Durgapur Municipal Corporation (being the Assessee No. 52), Sub-Registry Office at Durgapur & District Registry Office at Barddhaman Presently Under P.S. - Faridpur, Dist. - Barddhaman which are butted and bounded by :-

On the North : 33+ ft. Wide Road ;

On the South : House of Late Uma Pada Pramanik (46, Indra Prastha Housing) ;

On the East : House of Mr. Asit Baran Mukherjee (49, Indra Prastha Housing) ;

On the West : House of Mr. Tridib Dutta (47, Indra Prastha Housing).

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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THE SCHEDULE-B ABOVE REFERRED TO :

(Owners' Allocations)

The Owners shall be Allocated by the Developer the Constructed Areas together with Undivided, Proportionate Share of Common Areas and Facilities in the proposed Multi-storied Residential Building along with the Consideration Money of Rs. 6 Lac (Rupees Six Lac only) in the following manner :-

1. Mr. Kalipada Sil shall be Allocated a Three-Bed-Room Flat on the Third Floor (in the Northern side) Consisting of Three Bed-Rooms, One Drawing-cum-Dining, One Kitchen, One Toilet & One WC & One Verandah.
2. Mrs. Maya Rani Sil shall be Allocated a Three-Bed-Room Flat on the First Floor (in the Northern side) Consisting of Three-Bed-Rooms, One Drawing-cum-Dining, One Kitchen, One Toilet, One WC & One Verandah.
3. Against the Balance Consideration towards the Total Owner's Allocation, Mr. Kalipada Sil & Mrs. Maya Rani Sil are Entitled of Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand only) each while handing-over/Taking-over the Possession of the Aforesaid Flats ;
4. Against the Existing Building & Construction in the subject Plot, Mr. Kalipada Sil & Mrs. Maya Rani Sil are Entitled of Rs. 50,000/- (Rupees Fifty Thousand only) each during the Course of Construction.

Kalipada Sil

Mrs Maya Rani Sil



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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

THE SCHEDULE-C ABOVE REFERRED TO :

(Developer's Allocation)

Developer's Allocation shall mean and include the Multi-storied Building consisting of several Self-contained Residential Flats/Apartments/Commercial Spaces/Car Parking Spaces and other Service Areas, Common Areas, Stairs, Staircases, etc. etc. to be Constructed by the said Developer upon the Scheduled Premises according to Sanctioned Plan **Excepting Owners' Allocations**, as have been mentioned herein above with the proportionate Share in the Common Areas and Facilities/Amenities.

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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THE SCHEDULE-D ABOVE REFERRED TO

(Specifications of the Flat to be Constructed)

1. CONSTRUCTION :
- A. R.C.C. Framed Structure**
- i) Foundation, Tie Beam, Floor Beam, Floor Slab, Roof Slab etc. will be of M15 Grade of Concrete & FE415 Steel.
 - ii) R.C. Column. Lintel Chajjas, Loft, Kitchen Counter Slab will be of M20 Grade Concrete.
- B. Brick Work & Plastering**
- i) Outside Wall will be 200 mm. thick with First Class Brick & Cement Mortar (1:6).
 - ii) Inside Wall will be 125 mm. thick with First Class Brick & Cement Mortar (1:6).
 - iii) Outside Wall will be Plastered with 12 mm. thick & Same of Inside Wall will be 15 mm. thick Using Cement Mortar (1:6). Roof-ceiling will be Plastered with Cement Mortar (1:4).
2. FLOORING :
- Will be Finished with Marble and 125 mm. Height Skirting & 125 mm. Wide Margin.

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For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

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3. KITCHEN :
- i) Sink (22" x 16" x 8") & Kitchen Slab will be Black/Green Stone.
 - ii) Glazed Tiles of Height 20" on Counter Slab will be Provided.
 - iii) Exhaust Fan Hole will be Provided Suitably.
 - iv) Two Taps will be Provided.
5. TOILET :
- i) 5' Height Glazed Tiles will be Provided on Wall.
 - ii) One Indian or Commode Type Pan with PVC Flushing Cistern and One White Colour 22" x 15" Wash Basin (all of White Colour) will be Provided. One Shower & Three Taps will be Provided.
6. DOOR :
- Frame will be of Shal/Gammar/Bhola or Equivalent Quality Wood and Shutters will be Flush Type Door Fitted with Normal Fittings.
7. WINDOW :
- Aluminum Windows with Integrated Grill will be Fitted with Glass.
8. STAIRS :
- Marble.
9. ROOF FINISH :
- Treated with Net Cement.
10. WATER RESERVOIR :
- Along with a Underground Reservoir, a 6000 Lt. Capacity Overhead Tank will be Built to Cater the Water-storage for all Flats.

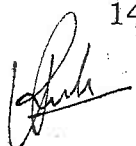
Contd...43

For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

sent in 21/11/17

11. PUMP SET : One Pump-motor will be Installed for Lifting Water to the Overhead Tank.
12. PLUMBING :
- i) All Water & Waste-lines will be of Good Quality P.V.C. Type. Inside Lines will be duly Concealed.
 - ii) Kitchen & Toilet Fittings will be of Standard Brand & Quality.
13. ELECTRICAL :
- i) Concealed Copper Wiring Encased in P.V.C. Pipe.
 - ii) Light Point - 2 in each Bed Room, 2 in Living-cum-Dining, One each in Kitchen, Toilet and Balcony.
 - iii) Fan Point - One in Living-cum-Dining and One in each Bed Room.
 - iv) One 5 Amp. Plug-point in Living-cum-Dining, Kitchen, Toilet and in each Bed Room.
 - v) One Extra 15 Amp. Plug-point will be Fitted in the Dining Room as well as in Kitchen.
 - vi) One Exhaust Fan Point will be Provided in the Kitchen.
14. COLOURING :
- i) Inside will be Finished with the Plaster of Paris and Outside will be Finished with Weather-Coat over the Plaster.
 - ii) All Doors, Windows, P.V.C. Pipes will be Provided with 2 Coats of Quality Paints over a Coat of Primer. Contd...44



Ms 188-19/15/MS

For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

IN WITNESS WHEREOF the Parties hereto have hereunto Set and Subscribed their respective Hands on the Day, Month and Year first above Written.

Signed & Delivered by the
Within-Named OWNERS
at Durgapur

1. Kalipada Sill

In Presence of :

2. Smt. Anjali Sill

1. ~~Signature~~
Biswasit Seal
S/o Kalipada Seal
MR/9 Gouraharthe. Amri DBP-03

2. Manick Lal Sill,
S/o Kalipada Sill,
MR-9 Indraprastha, Amrai, Durgapur-03

Signed & Delivered by the
Within-Named DEVELOPER
at Durgapur

For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy
(Debasis Roy)
Managing Director

In Presence of :

1. Nader Chand Mandal
S/o. Late Arjun Mandal
4/20, Bidhan Park, Sector-II
Feebhorre, Durgapur-06.

2. Subhendu Sur
S/o. Mihir Kumar Sur
65, Pratabananda Avenue,
City Centre, Durgapur-16

Drafted by me and type
at my office
Uday Pratap Mishra
Advocate Doc. No. WB 629/96

Kalipada Sill

Debasis Roy

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					



Halimoda Sii

Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					

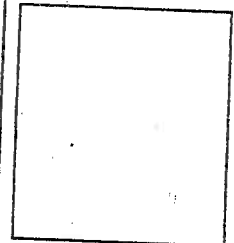


Sri Devi Saha

Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					



Colour Passport size photograph, finger prints of both the hands is attested.

Signature, Colour passport size photograph, finger prints of both the hands of the Vendor & Purchaser

Left Hand					
	Thumb	Fore	Middle	Ring	Little
Right Hand					



For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy

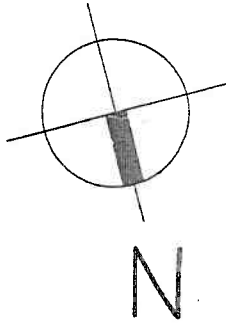
(Debasis Roy)
Managing Director

Colour Passport size photograph, finger prints of both the hands is attested.

For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Roy

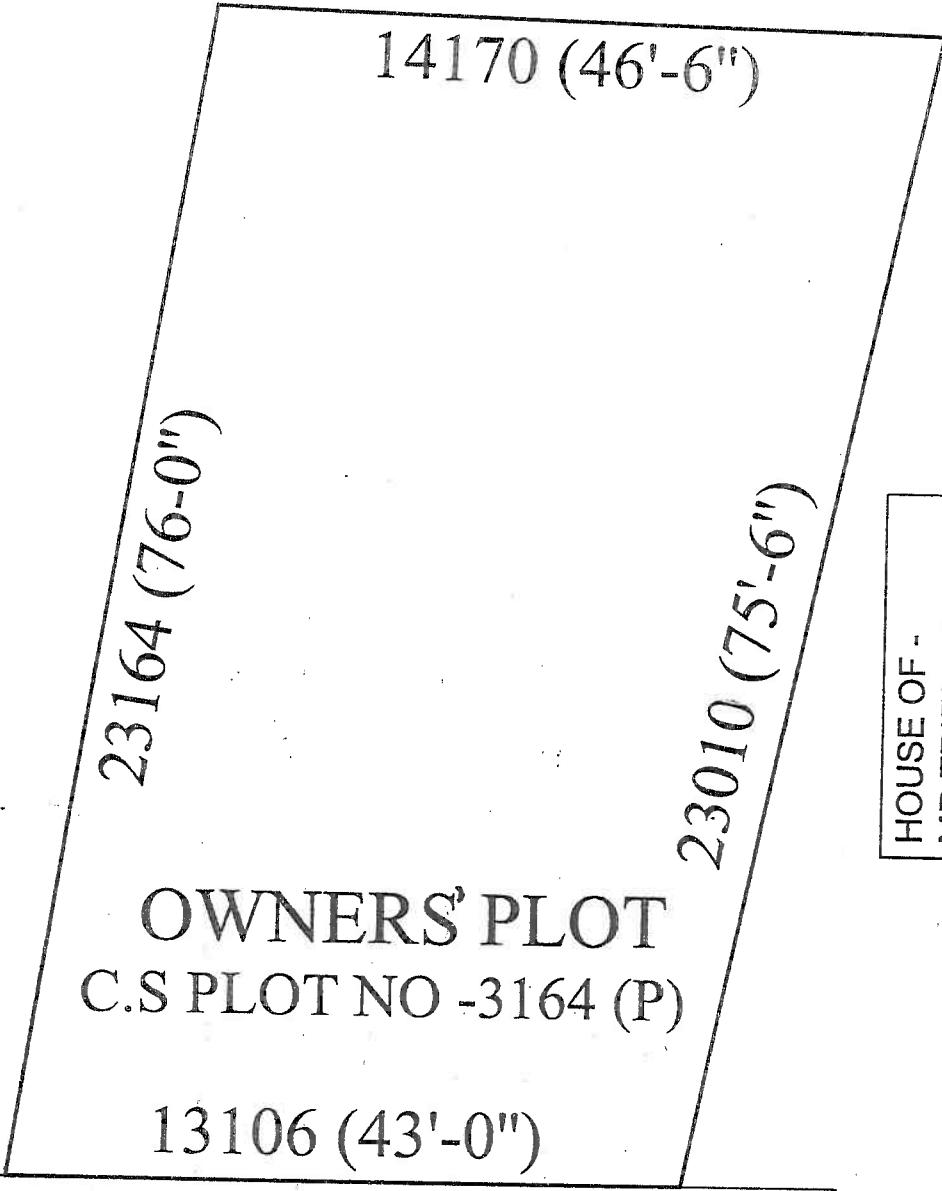
(Debasis Roy)
Managing Director



HOUSE OF -
MR UMA PADA PRAMANIK
46 INDRAPRASTHA

For EXALT INFRA-NIRMAAN PVT. LTD
Debasis Roy
(Debasis Roy)
Managing Director

HOUSE OF -
MR ASIT BARAN MUKHERJEE
49 INDRAPRASTHA



HOUSE OF -
MR TRIDIP DUTTA
47 INDRAPRASTHA

OWNERS' PLOT
C.S PLOT NO -3164 (P)



10058 MM (33') EXISTING WIDE ROAD

सुनील कुमार
शुनील कुमार







SITE PLAN
SCALE-1:200

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. DURGAPUR, District- Burdwan
Signature / LTI Sheet of Serial No. 05180 / 2014, Deed No. (Book - I , 04956/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Kaipada Sil Plot No-48, Indra Prastha Housing, DURGAPUR MC, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203	 26/06/2014	 LTI 26/06/2014	<i>Kaipada Sil</i> 26/06/14

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Kaipada Sil Address -Plot No-48, Indra Prastha Housing, DURGAPUR MC, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203	Self	 26/06/2014	 LTI 26/06/2014	<i>Kaipada Sil</i>
2	Maya Rani Sil Address -Plot No-48, Indra Prastha Housing, DURGAPUR MC, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203	Self	 26/06/2014	 LTI 26/06/2014	<i>Maya Rani Sil</i>
3	Debasis Roy Address -40, Upendra Biswas Sarani, Jadavpur, KOLKATA MUNICIPAL CORPORATION, Thana:-Jadavpur, P.O. :-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032	Self	 26/06/2014	 LTI 26/06/2014	<i>For EXALT INFRA NIRMAAN PV</i> <i>Debasis Roy</i> Debasis F Managing Dir

Name of Identifier of above Person(s)
 Biswajit Seal
 M R/9, Indraprastha, Amrai, Durgapur,
 District:-Burdwan, WEST BENGAL, India, Pin :-713203

Signature of Identifier with Date

Biswajit Seal
 26/06/2014





Government Of West Bengal
Office Of the A.D.S.R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : I - 04956 of 2014
(Serial No. 05180 of 2014 and Query No. 0206L000007267 of 2014)

On 26/06/2014

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

Payment of Fees:

Amount By Cash

Rs. 6603.00/-, on 26/06/2014

(Under Article : B = 6589/- ,E = 14/- on 26/06/2014)

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.-21,96,970/-

Certified that the required stamp duty of this document is Rs.- 5011 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 4010/- is paid , by the Bankers cheque number 157285, Bankers Cheque Date 25/06/2014, Bank : State Bank of India, DURGAPUR CITY CENTRE, received on 26/06/2014
2. Rs. 10/- is paid , by the Bankers cheque number 157175, Bankers Cheque Date 23/06/2014, Bank : State Bank of India, DURGAPUR CITY CENTRE, received on 26/06/2014

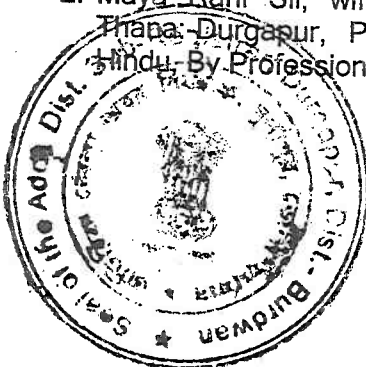
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12.50 hrs on :26/06/2014, at the Office of the A.D.S.R. DURGAPUR by Kalipada Sil , one of the Executants.

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

Execution is admitted on 26/06/2014 by

1. Kalipada Sil, son of Late Chandra Kumar Sil , Plot No-48, Indra Prastha Housing, DURGAPUR MC, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203, By Caste Hindu, By Profession : Retired Person
2. Maya Rani Sil, wife of Kalipada Sil , Plot No-48, Indra Prastha Housing, DURGAPUR MC, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203, By Caste Hindu, By Profession : House wife



(Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

26/06/2014 13:32:00

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. DURGAPUR
District:-Burdwan

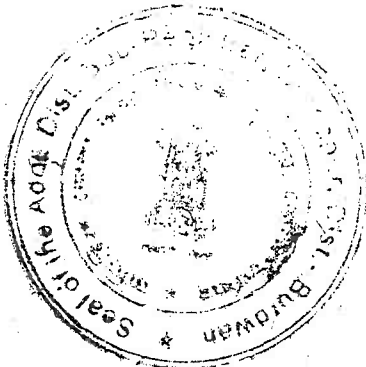
Endorsement For Deed Number : I - 04956 of 2014
(Serial No. 05180 of 2014 and Query No. 0206L000007267 of 2014)

3. Debasis Roy

Managing Director, M/ S Exalt Infra- Nirman Pvt. Ltd., 40, Upendra Biswas Sarani, KOLKATA MUNICIPAL CORPORATION, Thana:-Jadavpur, P.O. :-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032.
, By Profession : Others

Identified By Biswajit Seal, son of Kalipada Sil, M R/9, Indraprastha, Amrai, Durgapur, District:-Burdwan, WEST BENGAL, India, Pin :-713203, By Caste: Hindu, By Profession: Others.

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 2720 to 2770
being No 04956 for the year 2014.



82
(Satyajit Biswas) 26-June-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A.D.S.R. DURGAPUR
West Bengal