

# NOTARIAL CERTIFICATE



S. No ..... 12 ..... 2008

TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto (hereinafter called the paper writings 'A') are presented before me by the executant(s).

Sri Sujit Kumar Samanta of  
17, Shyam Square, Kolkata -  
700003 and Others.

IN THE MATTER OF  
AGREEMENT

as the executant(s) on this 30th Day of September hereinafter referred  
Two thousand Eight

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identify of the executant (s) I have attested the execution.

AN ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 30th day of September 2008



B. N. SAHA  
NOTARY  
Bikash Bhavan  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

B. N. SAHA  
Notary

(Govt. of West Bengal)  
Regn. No. 23 / 02  
BIKASH BHABAN  
North Block, Gr. Floor  
Bidhannagar  
Kolkata-700 091  
(W.B.) India

30 SEP 2008



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



*Ranajit Samanta*  
*Sujit Samanta*  
*Sarajit Kumar Samanta*  
*Ranajit Kumar Samanta*  
*Pompa Samanta*  
*Mithu Samanta*  
*Suparna Samanta*  
*Rina Samanta*

**THIS AGREEMENT** made this 29<sup>th</sup> day of September Two Thousand and Eight **BETWEEN** (1) **SUJIT KUMAR SAMANTA**, (2) **SANJIT KUMAR SAMANTA**, (3) **SARAJIT SAMANTA**, (4) **RANAJIT SAMANTA** all sons of the Late Satyeswer Samanta, all residing at premises No.17, Shyam Square, Kolkata-700 003, (5) **MITHU SAMANTA**, wife of Sujit Kumar Samanta, (6) **POMPA SAMANTA** wife of Sanjit Kumar Samanta, (7) **SUPARNA SAMANTA** wife of Sarajit Kumar Samanta and (8) **RINA SAMANTA** wife of Ranajit Kumar Samanta, all residing at 17, Shyam Square, Kolkata-700 003, hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND S.D. CONSTRUCTION PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office

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NOTARY  
Bikash Bhawan  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

S.D. CONSTRUCTION PVT. LTD.  
*bleetto*  
Managing Director

30 SEP 2008

76711

VICTOR MOSES & C

30, Old Post Office Street  
Calcutta - 700 001

Sold to.....
Address.....
14 NOV 2007
Value.....
LSU High Court A.S.

OSES & L  
100 Street  
199 981



at No. GA 47, Narayantala Road (West), Baguihati; Kolkata-700 059, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successors-in-interest and assigns) of the **OTHER PART.**

**WHEREAS:**

A. One Doly Chakrabarty was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 27½ Decimals equivalent to 16 Cottahs 8 Chittaks 31 Sq.ft. be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 47, 111 and 501, Dag No. 429, 433, 434 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the said first plot of land).

B. By a Bengali Kobala dated 4<sup>th</sup> Ashad 1381 corresponding to 19th June 1974 made between the said Doly Chakrabarty therein referred to as the Vendor of the One Part and Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranjit Samanta the then a minor below the age of 18 years therein referred to as the Purchasers of the Other Part and registered with the Sub-Registration Office Barasat in Book No. 1, Volume No. 91, Pages 41 to 47, Being No. 6151 for the year 1974, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Purchasers All That the piece or parcel of land containing an area of 10 Cotthas 7 Chittacks 5 Sq.ft. be the same a little more or less out of the said first plot of land, more fully and particularly described in the Schedule thereunder written.

C. One Minati Nath was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 16½ Decimals equivalent to 10 Cottahs be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 47, 111 and 501, Dag No. 429, 433, 434 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24- Parganas (hereinafter referred to as the said second plot of land).

D. By another Bengali Kobala dated 4<sup>th</sup> Ashad 1381 corresponding to 19th June 1974 made between the said Minati Nath therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta, Ranjit Samanta and Nisith Kumar Samanta, the then a minor below the age of 18 years therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1,

*Ranjit Samanta*  
*Sujit Samanta*  
*Asit Kumar Samanta*  
*Ajit Kumar Samanta*  
*Pooja Samanta*  
*Mitha Samanta*  
*Sarajit Samanta*  
*Ranjit Samanta*

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30 SEP 2008

*bleetto*  
Managing Director

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Bidhannagar, Kolkata  
West Bengal



Volume No. 91, Pages 48 to 54, Being No. 6152 for the year 1974, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Purchasers All That the said second plot of land more fully and particularly described in the Schedule thereunder written.

E. One Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal were seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 5 Bighas 1 Cottah 6 Chittaks 40 Sq.ft. situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 501, 359 and 111, Dag No. 428, 429, 430 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the said third plot of land).

F. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Asit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Barasat in Book No. 1, Volume No.106, Pages 17 to 24, Being No. 7447 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

G. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Nisith Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.106, Pages 25 to 32, Being No. 7448 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Nisith Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

H. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred

*Asit Kumar Samanta*

*Ranjit Samanta*  
*Sybil Samanta*  
*Sybil Samanta*  
*Pampa Samanta*  
*Mithu Samanta*  
*Suparna Samanta*  
*Bhambhani*

*[Signature]*  
**B. N. SAHA**  
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Bikash Bhawan  
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Bidhannagar, Kolkata  
13<sup>th</sup> Floor

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*[Signature]*  
Managing Director

30 SEP 2008



to as the Vendors of the One Part and Ranajit Samanta then a minor under the age of 18 years therein referred to as the Purchaser of the Other Part and registered with the Sub-registrar Barasat in Book No. 1 Volume No.104 Pages 19 to 26 Being no. 7449 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Ranajit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

I. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sanjit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 104, Pages 27 to 34, Being No. 7450 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sanjit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

J. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sarajit Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.104, Pages 39 to X Being No. 7451 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sarajit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

K. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sujit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages X to 23, Being No. 7452 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sujit

*Ranjit Samanta*

*Ranjit Samanta*

*Sujit Samanta*

*Prabash Kumar Mondal*

*Pompa Samanta*

*Mitha Samanta*

*Sujan Samanta*

*Rim Samanta*

*2*

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W.B.

*Director*  
Managing Director

30 SEP 2008



Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

L. By another Bengali Kobala dated 8<sup>th</sup> Shraban 1381 corresponding to 25<sup>th</sup> July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Ajit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages 25 to 32, Being No. 7453 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Ajit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

M. One Smt. Bhiva Thakur was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land containing an area of 2 Cottah 5 Chittacks 22 Sq.ft. be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, C.S. Khatian No. 126, Khatian No. 713 (Part), Dag No. 432, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the said fourth plot of land).

N. By another Bengali Kobala dated 7<sup>th</sup> Magh 1381 corresponding to 21<sup>st</sup> January 1975 made between the said Smt. Bhiva Thakur therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 19, Pages 62 to 64, Being No. 604 for the year 1975, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta and others All That the said fourth plot of land more fully and particularly described in the Schedule thereunder written.

O. One Gopal Sardar, Neri Sardar, Pengi Sardar, Kiran Sardar, Baidya Nath Sardar, Madan Sardar, Jamuna Sardar, Shyamali Sardar, Bijali Sardar, Rabi Sardar, Ranjan Sardar, Austo Sardar and Phul Kumari Sardar were seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land containing an area of 5 Cottahs 8 Chittacks be the same a little more or less situate lying at Mouza Sahara, Touzi 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 394, Dag No. 432, Thana Barasat, Sub-Registration

*Ranjit Kumar Samanta*

*Ranjit Samanta*  
*Sujit Samanta*  
*Ajit Kumar Samanta*  
*Pampa Samanta*  
*Mitha Samanta*  
*Sujit Samanta*  
*Kiran Samanta*

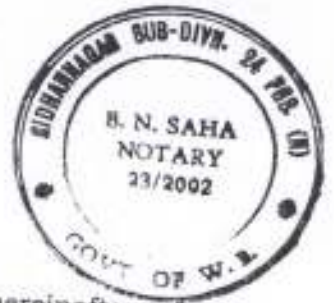
**B. N. SAHA**  
**NOTARY**

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 West Bengal

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*Director*  
 Managing Director

30 SEP 2008



Office Barasat, in the District the then 24 Parganias (hereinafter referred to as the said fifth plot of land).

P. By another Bengali Kobala dated 7<sup>th</sup> Chaitra 1381 corresponding to 21<sup>th</sup> March 1975 made between the said Gopal Sardar and others therein collectively referred to as the Vendors of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 36, Pages 224 to 232, Being No. 2938 for the year 1975, the said Gopal Sardar and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta and others All That the said fifth plot of land more fully and particularly described in the Schedule thereunder written.

Q. Thus the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta became the absolute owners of the aforesaid plots of land containing total area of 6 Bighas 9 Cottahs 12 Chittacks and 27 Sq.ft. equivalent to 93,447 sq.ft. be the same a little more or less situate lying at Mouza Sahara, C.S. Dag Nos. 428, 429, 430, 431 (Part), 432, 434 (Part) and 435, under Khatian Nos. 47, 111, 126/75, 359, 393 and 501, J.L. No. 46, Touzi No. 146, R.S. No. 3, Sub-Registry Office Barasat, Ward No.19, Madhyamgram Municipality, P.S. Airport [formerly Barasat], District North 24-Parganas(hereinafter referred to as the said entire land).

R. Upon acquiring the said entire land the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta caused construction of boundary wall around the same and erected several buildings, structures and sheds thereon or on the portion thereof and more fully and particularly described in the **First Schedule** hereunder written (hereinafter the said entire land and the said structures are collectively referred to as the said property) for the purpose of carrying on their partnership business.

S. By an Indenture of Conveyance dated the 13<sup>th</sup> day of September, 2002 made between the said Asit Kumar Samanta therein referred to as the Vendor of the One Part and Tantia Enterprise therein referred to as the Purchaser of the Other Part registered in the office of the Additional Registrar of Assurances II, Calcutta in Book No. 1 Volume No. I, Pages 1 to 16, Being No. 02197 for the year 2004 the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the said Purchaser All That his undivided 1/7<sup>th</sup> share or part in the said property.

*Sarjit Kumar Samanta*

*Ranjit Samanta*  
*Sarjit Samanta*  
*Sujit Kumar Samanta*  
*Sarjit Samanta*  
*Nisith Samanta*  
*Sarjit Samanta*  
*Ajit Samanta*

*[Signature]*

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B. N. SAHA  
NOTARY

Ed.ash Bhavan  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

*[Signature]*  
Managing Director

30 SEP 2008





T. By a Deed of Gift dated 22<sup>nd</sup> day of May 2006 made between Ajit Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranojit Samanta therein collectively referred to as the Donees of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No.I, Volume No. 1, Pages 1 to 14, Being No. 05473, for the year 2008, the said Donor granted, transferred, conveyed, assured and assigned unto and in favour of the said Donees All That his undivided 1/7<sup>th</sup> share or part in the said property.

U. By another Indenture of Conveyance dated the 29<sup>th</sup> day of September, 2006 made between the said Tantia Enterprise, therein referred to as the Vendor of the One Part and Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein collectively referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances II, Kolkata in Book No.I, Volume No. I, Pages 1 to 14, Being No. 6218, for the year 2008, the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the said Purchasers All That the said undivided 1/7<sup>th</sup> share or part in the said property.

V. By another Deed of Gift dated 30<sup>th</sup> day of June 2008 made between the said Nisith Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranojit Samanta therein collectively referred to as the Donees of the Other Part and registered with the Additional District Sub-Registrar Bidhannagar in Book No.I, C.D.Volume No. 8, Pages 15431 to 15443, Being No. 08722, for the year 2008, the said Donor granted, transferred, conveyed, assured and assigned unto and in favour of the said Donees All That his undivided 1/7<sup>th</sup> share or part in the said property.

W. The Owners have represented to the Developer that six original Bengali Kobalas recited in recitals B, D, F, L, N and P above out of the aforesaid recited eleven Bengali Kobalas have been lost and/or misplaced and as such a General Diary being no.2553 dated 23<sup>rd</sup> July, 2008 has been lodged with the Shyampukur Police Station and publications have been made to that effect in "The Statesman" and "Dainik Statesman" on 31<sup>st</sup> July, 2008.

X. By a Deed of Declaration dated 22<sup>nd</sup> day of August, 2008 made by the said Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Kumar Samanta and Ranojit Kumar Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata, Being No.P-8706 for the year 2008, the said Declarants declared that by the aforesaid recited Deed of Gift dated 22<sup>nd</sup> day of May 2006 the Donor therein granted, transferred, assured and assigned unto and in favour of the Donees therein All That the piece and

*Sanjit Kumar Samanta*

*Ranojit Samanta*  
*Sujit Samanta*  
*Sarajit Samanta*  
*Pompa Samanta*  
*Mithu Samanta*  
*Suparna Samanta*  
*Rina Samanta*

*B. N. SAHA*  
 NOTARY  
 22/10/08  
 North Block, Gr. Floor  
 Bidhannagar, Kolkata

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*[Signature]*  
 Managing Director

30 SEP 2008



parcel of land containing an area of 18 cottahs 8 chittaks 28.8 sq.ft. equivalent to 13,349.57 Sq.ft. be the same a little more or less in stead of 16 cottahs 7 chittaks 24 sq.ft. as wrongly mentioned therein.

Y. By another Deed of Declaration dated 22<sup>nd</sup> day of August, 2008 made by the said Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata Being No. P-8705, for the year 2008, the said Declarants declared that by the aforesaid recited Indenture of Conveyance dated the 29<sup>th</sup> day of September, 2006 the Vendor therein granted, transferred, conveyed, assured and assigned unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 18 Cottahs 8 Chittacks 43 Sq. Ft. in stead of 18 cottahs 14 chittaks 15 sq.ft. as wrongly mentioned therein.

Z. The Owners are now seized and possessed of and/or otherwise well and sufficiently entitled to All That the said property free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts whatsoever.

AA. The Owners being desirous of developing the said property as a residential-cum-commercial complex, the parties have negotiated the terms between themselves.

AB. The parties are now desirous of recording all the terms and conditions for development of the said property as stated hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:-

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ADVOCATES - shall mean Victor Moses & Co. Solicitors & Advocates of No. 6, Old Post Office Street, Kolkata - 700001 who are appointed by the parties as Advocates for the project.

ARCHITECT - shall mean such person or persons who may be appointed by the Developer with the approval of the Owners as the Architect for the Complex.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by DEVELOPER in

*Sanjit Kumar Samanta*

*Ranjit Samanta*  
*Sujit Samanta*  
*Sujit Anand*  
*Pompa Samanta*  
*Mithu Samanta*  
*Suparna Samanta*  
*Rina Samanta*

*[Signature]*  
**B. N. SAHA**  
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Bikash Bhawan  
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Redhwanagar, Kolkata  
11<sup>th</sup> B. Bazaar

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*[Signature]*  
Managing Director

30 SEP 2008



consultation with the Owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by DEVELOPER not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE - shall mean the spaces in the portions of the ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMERCIAL AREA : shall mean the commercial area of the complex after providing for the residential area, the exclusive entrance and exit on the ground floor, the open exclusive car parking space on the ground floor commercial side, the common areas described thereto and the common facilities and amenities to be provided therefor.

COMMON AREAS, FACILITIES AND AMENITIES FOR RESIDENTIAL AREA : shall mean the common areas, installations amenities and facilities mentioned as specified in the **Second Schedule** hereunder written and expressed by the Confirming Party for common use and enjoyment of the Co-owners of the residential area which include the driveway and paths but shall not include the designated commercial area.

COMMON AREAS, FACILITIES AND AMENITIES FOR COMMERCIAL AREA - shall mean and include corridors, hallways, stairways, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, Air-conditioning system, transformer, Air handling units, Effluent Treatment Plant, Fire Fighting systems and other facilities in the commercial area which may be provided by the Developer required for establishment, location, enjoyment, provisions, maintenance and/or management of the commercial area as are mentioned in the **Third Schedule** hereunder written.

COMMON EXPENSES- shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities for residential or commercial area and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose as may be decided by DEVELOPER to be contributed, borne, paid and shared by the Co-transferees as are mentioned in the **Fourth Schedule** hereunder written.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities for residential or commercial area, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses

*Sanjay Kumar Samanta*

*Ranjit Samanta*  
*Sujit Samanta*  
*Sudhansu Samanta*  
*Pooja Samanta*  
*Mitha Samanta*  
*Sujan Samanta*  
*Rim Samanta*

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*Sanjay Kumar Samanta*  
Managing Director

30 SEP 2008



and administering and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities for residential or commercial area in common.

COMPLETION NOTICE - shall mean the notice contemplated in clause 11.1 below.

COMPLEX - shall mean the new building complex comprised of several new buildings to be constructed by the Developer in terms of this agreement and their surrounding areas being the entire area within the boundary of the said property.

CO-TRANSFEREE - shall mean all the prospective or actual transferees who for the time being have agreed to acquire or take on rent or lease any Unit in the Complex and for all unsold Unit and/or Units in Owners' allocation shall mean Owners and for all unsold Unit and/or Units in DEVELOPER's allocation shall mean DEVELOPER.

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which the OWNERS take actual physical possession of its allocation after fulfilling all their obligations in terms of clause 7.3 hereinafter or the date next after expiry of the Completion Notice irrespective of whether the OWNERS takes actual physical possession or not, whichever is earlier.

DEPOSITS - shall mean the amounts specified hereunder to be deposited by the OWNERS or DEVELOPER or their respective Transferees as the case may be with the Maintenance in charge and/or the Association to be formed by the co-transferees.

DEVELOPER'S ALLOCATION -- shall mean the **62% (Sixty two per cent)** of the entire constructed area in the Complex to be constructed on the said property TOGETHER WITH **62% (Sixty two per cent)** of car parking spaces in the new buildings and **62% (Sixty two per cent)** of ultimate roof of the New Buildings TOGETHER WITH **62% (Sixty two per cent)** of the additional constructed area if there be any AND TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto-AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.

DEVELOPER'S AUTHORIZED REPRESENTATIVE - shall mean Mr. Sekharendu Dutta son of the Late Niranjana Dutta, residing at BC-199, Salt Lake City, Sector-I, Kolkata-700064, who would be authorized in writing by the Developer to represent it and deal with the Owners under this agreement.

*Ranjit Kumar Samanta*

*Ranjit Samanta*  
*Ranjit Samanta*  
*Ranjit Samanta*  
*Pampa Samanta*  
*Mitha Samanta*  
*Suparna Samanta*  
*Ram Samanta*

*[Signature]*  
**A. N. SAHA**  
NOTARY  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

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*[Signature]*  
Managing Director  
30 SEP 2008



MAINTENANCE-IN-CHARGE - shall mean and include the Developer so long as it does not hand over the maintenance of the Complex to the Association or the Association after it is made over the maintenance of the Complex or such agency or any outside agency if appointed by DEVELOPER with the approval of the Owners under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the complex to any transferee or tenant or licensee or lessee as the case may be for owning or occupying any flat, unit, apartment, office block, show room, shop room and/or constructed space either by the OWNERS OR DEVELOPER.

NEW BUILDINGS - shall mean the several new buildings comprising of residential and commercial areas, covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan on the said property and in the Complex.

OWNERS' ALLOCATION - shall mean 38% (thirty eight percent) of the entire Sanctioned area in the Complex to be constructed on the said property TOGETHER WITH 38% (thirty eight percent) of car parking spaces therein and 38% (thirty eight percent) of ultimate roof of the new buildings TOGETHER WITH 38% (thirty eight percent) of the additional Sanctioned area if there be any AND TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities. The Owners' allocation shall be shared amongst the owners in the following ratio:-

(1) SUJIT KUMAR SAMANTA	7%
(2) SANJIT KUMAR SAMANTA	10%
(3) SARAJIT SAMANTA	7%
(4) RANAJIT SAMANTA	3%
(5) MITHU SAMANTA	3%
(6) POMPA SAMANTA	3%
(7) SUPARNA SAMANTA	3%
(8) RINA SAMANTA	2%

*Sarjit Kumar Samanta, Supt. Secy*

*Ranjit Samanta  
Sujit Kumar Samanta  
Pompa Samanta  
Mithu Samanta  
Suparna Samanta  
Rina Samanta*

OWNERS' AUTHORIZED REPRESENTATIVE - shall mean 1) Biman Bhattacharjee, son of the Late Biswa Bandhu Bhattacharjee residing at 18/A, Bagbazar Street, Kolkata-700003 and 2) Sarajit Samanta son of the Late Satyeswar Samanta, residing at 17 Shyam Squire, Kolkata-700 003 who would be authorized in writing by the Owners to

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*beete*  
Managing Director

30 SEP 2008



represent them and deal with the Developer under this agreement and whose decisions shall be binding upon the Owners.

PLAN - shall mean the plan to be sanctioned by Madhyamgram Municipality Together with all modifications and/or alterations thereto from time to time made or to be made by the DEVELOPER with concurrence of the OWNERS either under advice of the said municipality or on the recommendation of the Architect or agreed upon between the parties from time to time.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex where it refers to the share of the OWNERS in the Complex, shall mean as per Owners' Allocation and where it refers to the share of DEVELOPER in the Complex, shall mean Developer's Allocation.

RESIDENTIAL AREA - shall mean the residential areas in the complex, the car parking space thereto, the driveway on the ground floor residential area exclusive entry and exit, the common areas described thereto and the common facilities and amenities thereto described in this agreement.

SAID PROPERTY - shall mean All That said property more fully and particularly mentioned and described in the **First Schedule** hereunder written.

SAID SHARE - shall mean the undivided variable proportionate indivisible part or share in the said property attributable to either party's allocation as in the context would become applicable.

SPECIFICATION - shall mean the specification for the said Complex as mentioned in the **Fifth Schedule** subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the documents of title of the OWNERS in respect of the said property and the documents referred to herein.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the co-transferees thereof as per law.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided -

*Sujit Kumar Samanta*  
*Sujit Kumar Samanta*

*Ranjit Samanta*  
*Sujit Kumar Samanta*  
*Pooja Samanta*  
*Mitha Samanta*  
*Sipra Samanta*  
*Rim Samanta*

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Biharighata, Kolkata  
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*[Signature]*  
Managing Director

30 SEP 2008



- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. **OWNERS' REPRESENTATIONS:** The OWNERS have represented and warranted to DEVELOPER as follows:

(a) The Owners are seized and possessed of and well and sufficiently entitled to the said property. No person other than the Owners have any right, title and/or interest, of any nature whatsoever in the said property or any part thereof.

(b) The Owners have satisfied the Developer about its title in respect of the said property based on the documents furnished and representations made by the Owners. The Developer has already

*Sajit Saha*  
*Sajit Kumar Samanta*

*Ranjit Samanta*  
*Ensil Das Samal*  
*Pampa Samanta*  
*Miltra Samanta*  
*Sripati Samal*  
*Rina Samanta*

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 26th Avenue, Kolkata  
 West Bengal

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*beut*  
 Managing Director  
 30 SEP 2008



caused all necessary searches to be made with regard to title and marketability thereof. The Owners shall answer all reasonable questions relating to the Property which may be raised by any bank, financial institution or other nominee or nominees of Developer.

[c] The Owners shall make full and final payment to the labours at their own costs and expenses within three months from the date hereof and obtain No Objections from them.

[d] The Owners shall be held liable for future claim of any nature whatsoever in respect of the said property by any debtor and the same shall be met up by the Owners.

[e] The Owners shall not do nor permit any one to do any act deed matter or thing which may affect the marketability of the said complex or which may cause charges, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities.

[f] The Owners have not entered into any other Agreement for sale or transfer or development or lease etc in respect of the said property or any part thereof.

[g] The said property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said property is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

[h] No suits, and/or any other proceedings and/or litigations are pending in respect of the said property or any part thereof and that the said property is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners or in respect whereof the Owners is liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.

[i] Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the grant of rights to DEVELOPER under this Agreement including, exercise by DEVELOPER of the right to develop the said property.

*Sanjit Kumar Samanta*

*Ranjit Samanta  
Sandeep Samanta  
Pampa Samanta  
Mithe Samanta  
Supriya Samanta  
Rim Samanta*

*[Signature]*  
North Block, Gr Floor  
Bichandragar, Kolkata  
West Bengal

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*[Signature]*  
Managing Director

30 SEP 2008





(j) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said property and there are no facts, which may give rise to any such dispute. If any dispute be raised and in the process hamper normal course of construction, in such event the Owners shall be held liable to compensate the Developer at a mutually agreed and accepted rate.

4. **DEVELOPER'S REPRESENTATION** : DEVELOPER has represented and warranted to the Owners that DEVELOPER is carrying on business of construction and development of real estate and has sufficient resources, infrastructure and expertise in this field.

5. **DEVELOPMENT OF THE SAID PROPERTY BY CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS :**

- 5.1 The Parties have mutually decided the scope of the Project i.e. the development of the said property by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the Complex.
- 5.2 Upon development of the New Buildings, the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.
- 5.3 The residential area in all the floors starting from the first floor, both the front and the backside, in the Complex shall be shared and divided between the parties in the same proportion herein agreed. If the same is not possible in any floor, in such event such excess or shortfall shall be reduced or increased in the next floor.
- 5.4 If in dividing the areas of the parties there remains any fractional excess or shortfall at the end, such excess or shortfall shall be paid for by the party having excess to the party having short at the rate of the first booking rate of such area- residential, commercial or car parking space.
- 5.5 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of DEVELOPER, agreeing to construct and deliver to the Owners the constructed area being the Owners' Allocation, the Owners agree to transfer proportionate undivided share in the said property to the Developer or its

*Sup/Singh*  
*Jogjit Kumar Samanta*

*Ranajit Samanta*  
*Pooja Samanta*  
*Mitha Samanta*  
*Shubra Samanta*  
*Amal Samanta*

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Bishnupur, Kolkata  
West Bengal

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Managing Director

30 SEP 2008



nominee or nominees being the Developer's Allocation in such part or parts as DEVELOPER may desire.

- 5.6 By virtue of the rights hereby granted DEVELOPER is irrevocably authorized to build upon and exploit commercially the said property by [1] demolishing the existing structure, [2] constructing the New Buildings and [3] dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the property and according to the respective allocations and according to the marketing format.

6. **COMMENCEMENT:**

- 6.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above and this agreement shall remain valid and in force till all obligations of the parties towards each other stand fulfilled and performed or till this agreement is terminated in the manner stated in this Agreement.

7. **SANCTION AND CONSTRUCTION :**

- 7.1 The Developer shall on behalf of the Owners apply for and obtain mutation of the names of the Owners in respect of the said property with the Block Land & Land Reforms Officer, Barasat at its costs and expenses.
- 7.2 The Developer shall on behalf of the Owners apply for and obtain mutation of the names of the Owners in respect of the said property with the Madhyamgram Municipality at its costs and expenses.
- 7.3 The Developer shall on behalf of the Owners apply for and obtain conversion of the said land with the Block Land & Land Reforms Officer, Barasat at its costs and expenses.
- 7.5 The Developer shall on behalf of the Owners apply for No-Objection Certificate from the Competent Authority under the Land (Ceiling & Regulations) Act, 1976 for sanction of plan for the said property. The Developer shall make efforts to obtain the said No-Objection Certificate from the Competent Authority at the earliest. All costs, charges and expenses whatsoever in this regard would be paid, borne and discharged by the Developer.
- 7.6 The sanction fees payable to Madhyamgram Municipality shall be paid borne and discharged by the Developer.

*Sajit Kumar Samanta*  
Sajit Kumar Samanta

*Ranjit Samanta*  
Ranjit Samanta

*Pampa Samanta*  
Pampa Samanta

*Vijeta Samanta*  
Vijeta Samanta

*Pratibha Samanta*  
Pratibha Samanta

*Uma Samanta*  
Uma Samanta

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Managing Director

30 SEP 2008



- 7.7 The Security deposit and all other costs, charges and expenses for new electricity connection including for installation of a transformer, if any, shall be paid, borne and discharged by the parties in proportion to their respective shares. The Developer shall however do the liaisoning work with the West Bengal State Electricity Board and shall obtain the new electricity connection.
- 7.8 DEVELOPER shall have the plans for the Complex prepared in consultation with the Owners by the Architect at its own costs and expenses and shall have the same sanctioned by Madhyamgram Municipality or from the sanctioning authority for the time being in the name of the Owners.
- 7.9 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan and construction shall be obtained by the DEVELOPER at its costs and expenses.
- 7.10 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documents whatever required for such sanction and construction as and when required by DEVELOPER immediately. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing DEVELOPER or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.
- 7.11 Immediately upon sanction of plan and before the start of the construction, the parties shall identify their respective areas in terms of this agreement and shall record the same on a copy of such sanctioned plan by putting their respective signatures thereon and upon such identification such areas shall stand earmarked for the respective parties. While making such demarcation of the respective parties allocation, an area of 17,500 Sq. ft. shall be earmarked by the parties (hereinafter referred to as the 'said demarcated area'). The said demarcated area shall not be sold, transferred and alienated by the Owners till the Owners refund the said security deposit made and/or to be made by the Developer. herein @ Rs. 1,000/00 (Rupees one thousand) only per sq. ft.
- 7.12 The Owners shall hand over vacant possession of the said property to the Developer at the time of execution of this agreement and the Developer shall be entitled to retain possession thereof till the completion of the project.
- 7.13 The Owners shall retain the plant machinery scrap lying on the portion of the property and shall also retain debris of demolition of the existing structure. The Owners shall at their costs and

*Signature*

*Shri. Kumar Samanta*

*Remjit Samanta  
Sujit Das Samanta*

*Rompa Samanta  
Mithu Samanta  
Suben Samanta  
Suman Samanta*

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*Signature*  
Managing Director

30 SEP 2008



expenses demolish the said structure and shall remove the said plant, machinery and debris within six months from the date hereof.

7.14 The Owners hereby authorize the DEVELOPER to appoint the Architects and other consultants in consultation with the Owners, to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be paid, discharged and borne by the Developer and in this regard the Owners shall have no liability or responsibility, whatsoever and howsoever.

7.15 DEVELOPER shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the New Buildings in pursuant to the plan to be sanctioned by sanctioning authorities and as per the specifications as may be recommended by the Architects from time to time (collectively Specifications). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.

7.16 The said property would be developed by the Developer in phasewise manner. The Owners' allocation would be made over by the Developer to the Owners according to completion of each phase.

7.17 DEVELOPER shall start the foundation work i.e. commencement of work of the New Building at site within 30 (thirty days) from the date of receiving the sanction of plan and other approvals from Government Authorities which are required for commencement of the construction (commencement of construction) and DEVELOPER shall construct, erect and complete the Complex in all respects within a period of 60 months from the date of sanction of the building plan with maximum extension period of one year, subject however to the terms of this agreement and force majeure.

7.18 DEVELOPER shall at its own costs install and erect in the Complex, pump, water storage tanks, overhead reservoirs, water and sewage connection, and all other necessary amenities and facilities in the residential area.

7.19 DEVELOPER shall at its own costs install and erect in the Complex, pump, water storage tanks, overhead reservoirs, water and sewage connection, Generator, Air-conditioning system, transformer, Air handling units, Effluent Treatment Plant, Fire

*Ranjit Kumar Samant*

*Ranjit Samant*  
*Sujit Kumar Samant*  
*Pampa Samant*  
*Mitha Samant*  
*Surbha Samant*  
*Rishabh Samant*

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Midhannagar, Kolkata  
West Bengal

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*Kumar*  
Managing Director

30 SEP 2008



Fighting systems and all other necessary amenities and facilities in the commercial area.

- 7.20 DEVELOPER is hereby authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners if any and required for the construction of the New Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials and other inputs and the payments therefor.
- 7.21 DEVELOPER is hereby authorized to apply for and obtain temporary connections of water, electricity, drainage and sewerage at its cost in the name of the Owners.
- 7.22 If the Developer at any time hereafter makes any change to the plan to be initially sanctioned by the Madhyamgram Municipality, it would be the responsibility of the Developer to have the said modification sanctioned and to pay the costs charges and expenses therefor.
- 7.23 If at any time hereafter the parties decide to apply for change of user in respect of any part or portion of the Complex after the initial sanction, the costs, charges and expenses therefor would be paid and borne by the parties in proportion to their respective shares. However, if such change is made in respect of any area exclusively allotted to any party herein, in such event, the costs, charges and expenses for such change would be paid and borne by the party concerned and not by the other party.
- 7.24 The Developer shall not transfer or assign the benefit of this agreement to any person, body or company without the consent in writing of the owners, first had and obtained. However the Developer shall be entitled to assign this agreement in favour of any of its subsidiary, holding company or to company where the shareholders of the Developer has controlling interest.

8. **REFUNDABLE DEPOSIT:**

8.1 Simultaneously with the execution of this Agreement, the Developer has paid to the Owners in their respective proportions a sum of Rs. 1,11,00,000/- (Rupees One Crore Eleven Lacs only), (the receipt whereof the Owners do and each of them doth hereby

*Sanjit Kumar Samanta*

*Ranjit Samanta  
Sujit Kumar Samanta*

*Pompa Samanta  
Mitha Samanta  
Sipon Samanta  
Rim Samanta*

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West Bengal

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*[Signature]*  
Managing Director



admit and acknowledge) being the security deposit to be held by the Owners free from interest till the time mentioned herein.

- 8.2 Simultaneously with the delivery of the vacant possession of the property, the Owners shall make over to the Developer the original or certified copy of the documents of title in respect of the said property which may be deposited by the developer with its banker to secure the project finance to be obtained by it. It is however made clear that no charge shall be created in respect of the said land or the Owner's Allocation in the project and the same shall be limited to the Developer's Allocation only. In addition the owners shall also hand over No Objection certificate from Labour Department, latest Income Tax Return and the Assessment Order, latest Sale Tax Return, Khajna Receipt, Clearance from Provident Fund & ESIC Authority and Bank Loan Clearance Certificate.
- 8.3 The Developer shall pay a further sum of Rs. 74,00,000/- [Rupees Seventy four lacs] only upon receiving notice to this effect from the Owners from time to time.
- 8.4 The total security deposit so to be made in terms of Clauses 8.1 and 8.3 above, shall be repaid and/or adjusted by the Owners simultaneously with the Developer's making over the Owners' allocation to the Owners and/or upon service of the completion notice by the Developer on the Owners. The said total security deposit as aforesaid, shall be divided mutually by the parties and linked with each phase of the project if the project is to be completed by the Developer phase-wise. The Owners may at their own discretion allow the Developer to adjust such portion of the said security deposit out of the sale proceeds of the Owners' allocation in every phase. In the event, the Owners fail to repay the said security deposit prior to taking over possession of the Owners' allocation or before the expiry of the completion notice, in such event, the Developer shall be entitled to adjust the said sum out of the sale proceeds of the demarcated area out of the Owners' allocation. If there is any surplus, the same would be paid by the Developer to the Owners. If there is any deficiency, the same would be paid by the Developer to the Owners.

9. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 9.1 All the spaces in the Complex comprised in the Developer's allocation will be marketed by DEVELOPER as the DEVELOPER may at its absolute discretion from time to time decide. All or any part of the spaces in the Complex comprised in the Owners' allocation will be marketed by the Owners.

*Ranjit Kumar Samant*

*Ranjit Samant  
Ranjit Samant*

*Pooja Samant  
Mitha Samant  
Sapna Samant  
Ravi Samant*

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Managing Director

30 SEP 2008



- 9.2 The DEVELOPER and the Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance for transferring of their respective allocated constructed areas and other areas of the Complex as aforesaid unto and in favour of the intending Purchasers (Co-transferees) and the cost for stamp duty and registration charges and all other expenses in respect thereof shall be borne by the intending Purchasers as the case may be.
- 9.3 The Developer shall not be entitled to execute and register the conveyance in respect of its allocation in the new building or part with possession thereof to any buyer or buyers until and unless the Developer delivers possession of the Owners' Allocation in the new building or buildings to the Owners in each phase.
- 9.4 None of the parties shall object to any change of user being made by the other in respect of any areas allocated to it in the Complex.

10. **MUNICIPAL TAXES AND OUTGOINGS:**

- 10.1 All Municipal rates and taxes and outgoings on the said property relating to the period prior to the date of sanction of plan shall be borne, paid and discharged by the Owners.
- 10.2 As from the date of sanction of plan, DEVELOPER shall be liable for Municipal rates and taxes as also all other outgoings in respect of the said property till the Date of Commencement of liability, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

11. **POSSESSION AND POST COMPLETION MAINTENANCE:**

- 11.1 On and from the date of expiry of the period to be specified in the written notice to be given by DEVELOPER to the Owners offering the physical possession (Possession Date), the Parties shall become liable and responsible for the payments of Rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 11.2 Upon completion of the project, the developer shall give a notice thereof in writing to the Owners who within fifteen days of its service -

(a) may take inspection of their allocation in the presence of the Developer's representative or Architects ;

Sanjit Kumar Samant, Sanjit Samant

Ranjit Samant  
Sanjit Kumar Samant

Pampa Samant  
Mitli Samanta  
Suban Samanta  
Sanamant

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751005

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*Sanjit*  
Managing Director  
30 SEP 2011



- (b) may point out any defect in construction required to be rectified by the developer and which if required would be rectified by the developer;
- (c) fulfill all their other covenants hereunder; and
- (d) shall take possession of their allocation.

If no inspection is taken within the said period, it shall be deemed that such right is waived.

- 11.3 Furthermore and without prejudice to the generality of the foregoing it is expressly agreed that in case the Owners or their transferee notice any defect in the construction of their allocation or in the materials used therein, within 1 (one) year from the Date of Commencement of Liability, the Owners shall immediately bring the same to the notice of the Developer and unless such defect has arisen due to any act or omission on the part of the Owners or their agents, the Developer shall wherever possible, rectify the defect without charge to the Owners or the Developer shall pay a reasonable compensation for such defect, if the same cannot be easily rectified.
- 11.4 The Parties and their respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others in payment of the rates and taxes for their respective allocations.
- 11.5 DEVELOPER shall be responsible for the management, maintenance and administration of the Complex or appoint an agency in consultation with Owners to do the same.
- 11.6 DEVELOPER or the Agency to be appointed as per clause 11.5 shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, property tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment, lifts and other installations, appliances and equipments.

Srijit Kumar Samanta

Ranjit Samanta  
Engg. Assoc. Member

Pranab Samanta

Mithu Samanta

Sudhanu Samanta

Rina Samanta

**B. N. SAHA**  
**NOTARY**  
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North Block, Gr. Floor  
Pittamnagar, Kolkata  
West Bengal

S.D. CONSTRUCTION PVT. LTD.  
*[Signature]*  
Managing Director

30 SEP 2008





12. **COMMON RESTRICTIONS:**

12.1 The OWNERS' Allocation and DEVELOPER's Allocation in the Complex shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the Complex, which shall include the following:

- (a) No occupant of the Complex or any New Building shall use or permit to be used their spaces or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the Complex.
- (b) No occupant of the Complex or any New Building shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major or minor, without the written consent of the Developer.
- (c) No occupant of the Complex or any New Building shall transfer or permit transfer of their spaces or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.
- (d) All occupants of the Complex shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (e) All occupants of the Complex or any New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective spaces in good working condition and repair and in particular so as not to cause any damage to the Complex or any New Building or any other space or accommodations therein and shall keep the other occupiers of the Complex indemnified from and against the consequences of any breach.
- (f) No occupant of the Complex or any New Building shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the Complex or any New Building or any part thereof and shall keep the

*Ranjit Samal*

*Ranjit Kumar Samal*

*Ranjit Samal  
Sujit Kumar Samal*

*Pooja Samal  
Mitul Samal  
Sujit Samal  
Anita Samal*

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30 SEP 2008



other occupiers of the Complex or such New Building harmless and indemnified from and against the consequences of any breach.

- (g) No occupant of the Complex or any New Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the Complex or any New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the Complex or any New Building.
- (h) No occupant of the Complex or any New Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Complex or any New Building or in the corridors or any other portion or portions of the Complex or any New Building.

12.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Complex shall permit the agency to be appointed as per clause 11.5, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

12.3 It is agreed between the parties that DEVELOPER, in consultation with the Owners frame a scheme for the management and administration of the Complex and all the occupiers of the complex shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the Complex.

**13. OBLIGATIONS OF DEVELOPER:**

13.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws and sanctions of all concerned authorities and State Government/Central Government bodies.

13.2 DEVELOPER shall be responsible for planning, designing development and construction of the Complex with the help of professional bodies, contractors, etc.

13.3 DEVELOPER has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any

*Sanjit Kumar Jaisankar*  
*Sanjit Kumar*

*Sanjit Samanta*  
*Sanjit Kumar Samanta*

*Sanpa Samanta*  
*Mitha Samanta*  
*Suparna Samanta*  
*Rina Samanta*

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*[Signature]*  
Managing Director



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

13.4 DEVELOPER shall construct the Complex at its own cost including costs for running the administration, advertisements, local subscriptions and incurring all expenses whatsoever. DEVELOPER shall alone be responsible and liable to Governments, Municipality and other authorities concerned and to the occupants/purchasers of spaces of its allocation and shall alone be liable for any loss or for any claim arising from such construction directly and indirectly and shall indemnify the Owners against all and any claims, loss or damages for any default or failure or breach on the part of DEVELOPER.

13.5 All tax liabilities in relation to the development, shall be paid by the DEVELOPER. All taxes as may be payable on the allocation of the Owners shall be paid by the Owners.

13.6 DEVELOPER hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Complex.

13.7 DEVELOPER hereby agrees and covenants with the Owners not to do any act deed or thing whereby the parties are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the OWNERS' Allocation, and the Owners agree and covenant with DEVELOPER similarly.

13.8 Subject to the provisions of this agreement, Developer shall forthwith pay to the Owners, in the event of Owners agreeing to sell its allocation through the Developer, the advances / earnest money/ sale proceeds received by the Developer against sale of Owners' allocation or any part thereof without in any way retaining the same or any portion thereof. Provided however in case the parties decide to go for joint sale of the project, in such event, save in the event of adjustment of refundable deposit, all monies shall be received from the prospective buyers in the proportion of the respective parties herein and the same shall be credited in their respective accounts.

14. **OBLIGATIONS OF THE OWNERS:**

14.1 The Owners undertakes to fully co-operate with DEVELOPER for obtaining all permissions required for development of the said Property.

*Sajit Samanta*

*Jatijit Kumar Samanta*

*Ranjit Samanta  
Sajit Kumar Samanta*

*Propra Samanta  
Mitth Samanta  
Supari Samanta  
Smit Samanta*

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Managing Director

30 SEP 2008



- 14.2 The Owners shall settle the labour payment at their own costs and expenses within three months from the date of execution of this agreement.
- 14.3 The Owners shall provide DEVELOPER with any and all documentation and information available with it relating to the said property as may be required by DEVELOPER from time to time.
- 14.4 The Owners shall not do any act, deed or thing whereby DEVELOPER may be prevented from discharging its functions under this Agreement.
- 14.5 The Owners hereby covenants not to cause any interference or hindrance in the construction of the Complex.
- 14.6 The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said property or any portion thereof save in the manner envisaged by this Agreement.

15. **INDEMNITY:**

- 15.1 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 Owners in relation to the construction of the Complex and those resulting from breach of this Agreement by DEVELOPER.
- 15.2 The Developer shall keep the Owners indemnified against any incident, accident or mishap whatsoever arising out of faulty design, construction or inferior material or workmanship or any other anomaly or defect or default which may occur during course of construction and against any loss or damage which may be caused to the Owners for any reason whatsoever.
- 15.3 The Owners shall indemnify and keep DEVELOPER saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by DEVELOPER in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Property or any of its Representations and the warranties being incorrect.

16. **MISCELLANEOUS:**

- 16.1 The Agreement entered into by and between the parties herein is and shall be on principal to principal basis.

*Ranjit Kumar Samanta*

*Ranjit Samanta*

*Ranjit Kumar Samanta*

*Pampa Samanta*

*Mitha Samanta*

*Surbiree Samanta*

*Rina Samanta*

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*Chatterjee*  
Managing Director

30 SEP 2008



- 16.2 OWNERS and DEVELOPER expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 16.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 16.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 16.5 DEVELOPER will be entitled to seek financing of the Project (Project Finance) from a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of Developer's allocation only in the said property being developed and construction work-in-progress/receivables to the extent pertaining to DEVELOPER's Allocation. The Owners or the Owners' allocation in no case shall be fastened for any financial or other liability in any manner whatsoever.
- 16.6 All benefits under the Income Tax Act for such borrowings made by DEVELOPER would be available to DEVELOPER and it would be entitled to claim all such benefits.
- 16.7 It is understood that from time to time to facilitate the uninterrupted construction of the Complex by DEVELOPER, various deeds, matters and things not herein specified may be required to be done by DEVELOPER and for which DEVELOPER may need authority of the Owners. Further, 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 undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by DEVELOPER for the purpose and the Owners also undertakes to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 16.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 16.9 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of DEVELOPER's Allocation and DEVELOPER shall be liable to make payment of the same and

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 Pongu Samant  
 Mittu Samant  
 Diparu Samant  
 Anu Samant

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 Birlamanager, Kolkata  
 West Bengal

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 Managing Director

30 SEP 2008



keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of DEVELOPER'S allocation. Similarly DEVELOPER shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the OWNERS' Allocation and the Owners shall be liable to make payment of the same and keep DEVELOPER indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the OWNERS' allocation.

- 16.10 The name of the project and the building shall be decided by DEVELOPER in consultation with the Owners.
- 16.11 The Developer shall not deliver the possession of any unit or shop or any part of the Complex to anybody before service of Completion Notice to the Owners.
- 16.12 On completion of the Complex, the Developer shall obtain completion certificate from Madhyamgram Municipality and a certificate from structural engineer about the structural stability of the new buildings. Developer shall be responsible for rectifying any defects in construction or damage if detected during the period of six months from the date of service of Completion Notice.
- 16.13 During the period of construction of the Complex, the Owners shall have the right of periodical inspection of its allocation by an architect to be appointed by the Owners and the suggestions, if made on such inspection shall be considered and shall be complied with by the Developer, if approved by the Architect.

17. **DEFAULTS:**

- 17.1 Notwithstanding anything contained herein above, in the event of any failure on the part of the Owners to deliver the vacant possession within period as mentioned in clause 7.12 hereinabove the Owners shall be liable to pay interest on the amounts to be paid by the Developer as aforesaid at the prevailing Banking rate from the date of default until the same is made over.
- 17.2 Notwithstanding anything contained herein above, in the event of any failure on the part of the Developer to deliver the possession of the Owner's Allocation within the period mentioned herein, the Developer shall be liable to pay interest on the then estimated market value of the Owners' allocation at the prevailing Banking rate from the date of default until the same is made over in accordance with this agreement.

Sri P. Saha  
Brijit Kumar Samal

Ranjit Samal  
Sri P. Saha

Lopna Samal  
Mithu Samal  
Sipon Samal  
Sindhu Samal

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Mishra Nagar, Kolkata  
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*Beuti*  
Managing Director

10 SEP 2008



18. **FORCE MAJEURE:**

18.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, events, or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, constituting any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion, or any relevant Government or Court orders.

18.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure stated above that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof. Neither the OWNERS nor DEVELOPER shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

18.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

18.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

*Joint Kumar Samanta*

*Ranjit Samant  
Jagjit Kumar Samant*

*Pooja Samanta  
Mitha Samanta  
Suparna Samanta  
Renu Samanta*

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**B. N. SAHA  
NOTARY**  
Bilash Bhabha  
North Block, G.P. Floor  
Bachchanagar, Kolkata  
West Bengal

*[Signature]*  
Managing Director

30 SEP 2008



19. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

20. **AMENDMENT/MODIFICATION:**

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.

21. **NOTICE:**

21.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by registered post with acknowledgement due and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

21.2 Any such notice or other written communication shall be deemed to have been served:

21.2.1 If delivered personally, at the time of delivery.

21.2.2 If sent by prepaid registered post, on expiry of 48 hours from the time of despatch.

22. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement.

23. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which

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Says 2. Sent  
Joint Kumar Samanta

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Ranjit Samanta  
Sujit Kumar Samanta

*Handwritten signatures:*  
Poupa Samanta  
Mittra Samanta  
Sujata Samanta  
Sujit Samanta

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NOTARY**  
Bhamb Bldg  
North Block, Govt. Bldg  
Bidhannagar, Kolkata  
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*Handwritten signature:*  
Managing Director  
30 SEP 2008





negotiations are initiated, the Disputes, shall be referred to, and finally resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(SAID PROPERTY)**

**ALL THAT** the piece and parcel of land containing total area of 6 Bighas 9 Cottahs 12 Chittacks and 27 Sq.ft. equivalent to 93,447 sq.ft. be the same a little more or less situate lying at Mouza Sahara, C.S. Dag Nos. 428, 429, 430, 431 (Part), 432, 434 (Part) and 435, under Khatian Nos. 47, 111, 126/75, 359, 393 and 501, J.L. No. 46, Touzi No. 146, R.S. No. 3, Ward No.19, Madhyamgram Municipality, P.S. Airport [ formerly Barasat], District North 24-Parganas, butted and bounded as follows :-

- ON THE NORTH** : By Sardarpara ;
- ON THE SOUTH** : By New Jessore Road ;
- ON THE EAST** : By Motor Garrage ;
- ON THE WEST** : By Noai Canal.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS AND FACILITIES FOR RESIDENTIAL AREA)**

1. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
2. Drains and sewers from the building or buildings to the Municipality drain.
3. Staircases and landings with mosaic or mosaic tiled flooring having steel windows with integrated grill and glass panes.
4. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different units and from reservoir to overhead water tanks and also the pump rooms.
5. Electrical installations and main switches and meters.
6. Water and sewage, evacuation pipes from the Units to drains and sewers common to the building.
7. Main gate and roof to the building.

Supt. Smt.  
Jagjit Kumar Samanta

Ranjit Samanta  
Supt. Smt. Samanta

Rupa Samanta  
Mithu Samanta  
Sipra Samanta  
Anur Samanta

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Managing Director

30 SEP 2008



**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS AND FACILITIES FOR COMMERCIAL AREA)**

1. Corridors
2. Hallways
3. Stairways
4. Passage-ways
5. Pump house
6. Overhead water tank
7. Water pump and motor
8. Drive-ways
9. Common lavatories
10. Generator
11. Air-conditioning system
12. Transformer
13. Air handling units
14. Effluent Treatment Plant
15. Fire Fighting systems.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

The Common Area Maintenance (CAM) Charges shall mean the expenses to be incurred for and include -

1. Façade cleaning and Maintenance.
2. Maintenance of Lifts.
3. Maintenance of Pumps.
4. Electronic system and physical security services including alarm systems etc.
5. Pest control for common areas and landscaping area.
6. Maintenance of interior and exterior landscaped areas.

Sajit Kumar Samanta, Sajit Samanta

Ranjit Samak  
Sajit Kumar Samanta

Ranga Samanta  
Rajit Samanta  
Sajit Samanta  
Ranga Samanta

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Bhubaneswar, Odisha  
751005

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*blatta*  
Managing Director  
20 SEP 2002



7. Co-ordination for payment of statutory bills.
8. Housekeeping of common areas such as :
  - 8.1 Entrance Lobbies
  - 8.2 Staircases
  - 8.3 Lifts
  - 8.4 Common Passages
  - 8.5 Service Areas
  - 8.6 Ramps
9. Electricity cost for all the common facility and areas.
10. Electricity, operator, AMC for lifts, and other equipments including plumbing system, electro mechanical systems.
11. Waste management and removal.
12. Water charges for common toilets and for common WC.
13. Property Management company charges and fees, estate manager and other personnel to manage the Complex.
14. Small repairs cost to the roof and structure.
15. Insurance of the common areas equipments and 3<sup>rd</sup> party insurance.
16. Cost of plumbing consumables.
17. Cost of electrical consumables.
18. Cost of equipments and tools and its repair cost to maintain the Complex.
19. Cost of PF, ESI and Insurance of Facility Management staff.
20. Interior and exterior lighting.
21. Parking Lot striping lighting.

*Sykt Samr*

*Sanjit Kumar Samant*

*Ranjit Samal  
Sujit Kumar Samant*

*Pooja Samanta  
Mittra Samanta  
Subrata Samanta  
Rina Samanta*

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30 SEP 2008



**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION)**

**BUILDING** : Designed on a RCC Frame structure with suitable foundation depending on soil conditions.

**EXTERIOR ELAVATION** : To be designed by the architect, finished with suitable exterior paint finish.

**INTERIOR WALLS** : Brick walls with a plaster of paris finish over a cement plaster.

**FLOORING** : White Mosaic floor tiles/ceramic tiles in bedroom, living and dining areas.

**KITCHEN** : White Mosaic tiles/Ceramic tiles flooring with granite work top, one sink and ceramic tiles wall cladding up to 2 feet over the granite top.

**BATHROOM** : Ceramic/White Mosaic tiles flooring with wall dado of ceramic tiles up to 7 feet height from the floor with good quality CP fittings and white sanitary ware.

**WINDOWS** : Aluminium sliding windows with glass or wooden frames and shutters with glass panes.

**DOORS** : Wooden Frames and flush Doors of ISI specifications and standard locks and fittings.

**ELECTRICALS** : Concealed insulated copper wiring with modular switches and MCB in each unit. Bedrooms to have 2 light points, 1 fan point and 1 nos. 5 amp plug point. Living/Dinning to have 2 nos. 2 amp. Plug points and one cable TV connection point, 1 telephone connection point, 1 AC points in Master Bedroom.

**WATER SUPPLY** : Customers water supply from tube well.

**LIFTS** : Of reputed make,

**GENERATOR** : A suitable standby generator shall be provided as standby for all common lighting and water pump.

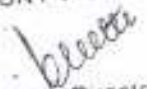
Ranjit Kumar Samant  
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Ranjit Samant  
 Sayit Kumar Samant

Pampa Samant  
 Mithu Samanta  
 Suparna Samanta  
 Anu Samant

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 Bishnannagar, Kolkata  
 West Bengal

S.D. CONSTRUCTION PVT. LTD.

  
 Managing Director

30 SEP 2008



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

SIGNED SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of: -

*Biman Bhattacharya*  
18/A, Bagh bazar Street.  
1401-700003.

*Ranjit Samanta*  
~~*Ranjit Samanta*~~  
*Ranjit Kumar Samanta*  
*Pampa Samanta*  
*Mitra Samanta*  
*Suparna Samanta*  
*Ranjit Samanta*

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

*Silip Kumar Lunny*  
*Advocate*

S.D. CONSTRUCTION PVT. LTD.

*Beeta*  
Managing Director

**B. N. SAHA**  
**NOTARY**  
Bikash Bhavan  
North Block, Gr. Floor  
Bihannagar, Kolkata  
West Bengal

Signature attested by  
one of Identification

**B. N. SAHA**  
Notary

30 SEP 2011

#####  
DATED THIS 29 DAY OF Sept. 2008  
#####

BETWEEN  
SUJIT KUMAR SAMANTA & ORS.  
..... OWNERS  
AND  
S.D. CONSTRUCTION PRIVATE  
LIMITED  
..... DEVELOPER

DEVELOPMENT AGREEMENT

VICTOR MOSES & CO.  
SOLICITORS & ADVOCATES  
6, OLD POST OFFICE STREET,  
KOLKATA-700001.

30 SEP 2008

Date \_\_\_\_\_ Day of \_\_\_\_\_ 200



In the Matter of :  
Instrument 'A'  
and  
In the Matter of

**NOTARIAL CERTIFICATE**



**B. N. SAHA**  
M.A., L.L.B.  
(Govt. of West Bengal)  
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