



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M.V. 66137029 R 503087



Certified that the document is admitted to registration in accordance with the provisions of the Registration Act, 1908.

Additional Registrar of Assurances-II, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ["AGREEMENT"]

made this 3rd day of January 2014 at Kolkata

BETWEEN

(1) GAJANAND BIRDIKA, son of Late Prahlad Ram Birdika, residing at 18, Harish Neogi Road, Police Station - Manicktala, Kolkata-70 067, (2) GAYATRI DEVI BIRDIKA, wife of Shri Gajanand Birdika, (3) MANISH BIRDIKA, son of Shri Gajanand Birdika, (4) REKHA BIRDIKA, wife of Shri Manish Birdika, 2 to 4 residing at Manasha Kuteer, at property No.AE-4/5, Jyangra,

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Adm. Reg. of Assurances
Kolkata
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ক্রমিক নং 988 তারিখ 04/12/13
ক্রেতার নাম
ঠিকানা
ঘূলা


DEBABRATA BANERJEE
Advocate
12/1, Lindsay Street, Ground & 2nd Floor
Front Building, Kolkata - 700087
Ph : 2252-2633/3241

Gujarati Munk.

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সৈকত মেডিক্যাল
স্ট্যাম্প ডেপার্টমেন্ট
হাওড়া আদালত

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AMIT REALTY DEVELOPMENT PVT. LTD.


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AMIT TEKRIWAL Director

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गुजराती देवी बिडदीका

IDENTIFIED BY ME

Tapan Chakraborty
TAPAN CHAKRABORTY
SO. LAYER, N. CHAKRABORTY
137, LINDSAY STREET,
NOL - 87, P. S. - NEW MARKET,
PROFESSION - SERVICE

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Police Station - Baguihati, Kolkata-700 059, (5) **SUNITA MUNKA**, wife of Mr. Gajanand Munka, (6) **ANKIT MUNKA**, son of Shri Gajanand Munka, 5 to 6 residing at 106/C, Bangur Avenue, Police Station - Lake Town, Kolkata-700 055, (7) **ANJU AGARWAL**, wife of Mr. Sanjay Kumar Agarwal, (8) **SANJAY KUMAR AGARWAL**, son of Shri Shyam Lal Agarwal, both residing at Block-A, 71, Bangur Avenue, Police Station - Lake Town, Kolkata-700 055, (9) **GAJANAND MUNKA**, son of Late Madan Lal Gupta, residing at Block-A, 71, Bangur Avenue, Police Station - Lake Town, Kolkata-700 055, all hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of them and their respective heirs, executors, administrators and assigns) of the **ONE PART**:

AND

AMIT REALTY DEVELOPMENT PRIVATE LIMITED, (ARDPL) a company within the meaning of the Companies Act, 1956, having its registered office situated at 20/1, Ashutosh Choudhury Avenue, Kolkata-700 019, represented by its Director ~~Shri~~ **Amit Tekriwal**, son of Sri R.C. Tekriwal, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the **OTHER PART**:

"PARTIES" SHALL MEAN THE OWNERS AND THE DEVELOPER AND "PARTY" MEANS EACH OF THE OWNERS AND THE DEVELOPER INDIVIDUALLY:

WHEREAS:

- A. One Rahamat Ali Mondal, Hasem Ali Mondal, Kasim Ali Mondal, Syed Ali, Goernur Bibi and Rupbanu Bibi were inter alia Owners of all that piece and parcel of land comprising R.S. Dag No. 240 under Khatian No. 1326 to 1331, L.R. Khatian No. 681, 691/1, 10 and 81, J.L. No. 24, R.S. No.195, Mouza - Jatragachi, North 24-

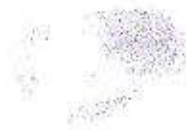
c- 37

Atanish Bhattacharya



c- 38

Rakta Boralika



c- 39

Sumantra Mukherjee



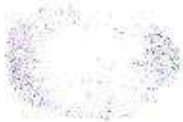
c- 40

Arjit Mukherjee



c- 41

Anjan Agarwal



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Santosh Kumar Agarwal



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Parganas measuring an area of 49 cottahs 8 chittacks and 22 square feet. (hereinafter referred to as the "Said Property").

- B. By six deeds of conveyance dated 21st December, 2004, 17th January, 2005, 31st January, 2005, 7th February, 2005, 15th March, 2005 and 21st March, 2005 the said Rahmat Ali Mondal and Others transferred their respective right, title and interest in the Said Property to Rashmi Goyal, Shibratan Goyal, Rekha Goyal, Dinesh Goyal and Bimla Devi Goyal.
- C. By a deed of conveyance dated 7th December, 2010 and registered with the Additional District Sub-Registrar, Bidhan Nagar 24-Parganas (N) in Book No.I, C.D. Volume No. 19, Pages 582 to 619, Being No, 11915 for the year 2010 the said Rashmi Goyal and Others transferred the Said Property to the Owners herein.
- D. The Owners are thus absolutely seized and possessed as sole and absolute owners of all that piece and parcel of land admeasuring more or less 81 satak equivalent to 49 Cottahs 08 Chittacks 22 sq.ft. more or less (subject to physical measurement and verification) situated at Dag No.240 L.R. Khatian No.681, 691/1, 10, 81 J.L.No.24, R.S. No.195, Mouza - Jatragachi, within Police Station-Rajarhat, District of North 24-Parganas within the jurisdiction of Jangra, Hatiara No.2 Gram Panchayat, Kolkata - 700059 more fully and particularly described in Part-I of the First Schedule, hereunder written and hereinafter referred to as the "Land"/"Said Property".
- E. The Owners being desirous of developing and commercially exploiting the said Property by constructing multistoried Building or buildings thereon have approached the Developer and the Developer after numerous meetings and discussions, have agreed to develop the said Property for mutual advantages and benefits of the parties hereto and on the terms and conditions hereinafter recited:

NOW THIS AGREEMENT witnesses as follows:

ARTICLE 1

1. Subject Matter of this Agreement

- 1.1 The Developer will develop the said property by constructing building and/or buildings in accordance with the plan to be



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sanctioned by Panchayat, Panchayat Samity, Zila Parishad or New Kolkata Development Authority or any other development authority having jurisdiction over the said property at its own costs charges and expenses and the constructed areas will be shared between the Owners and the Developer in the manner stated hereinafter.

- 1.2 The Developer shall be solely responsible and liable with regard to the proposed construction and shall be liable for its contractors, masons, architect, mistris, labours and shall also be liable for any damage which may occur to any adjacent property during or at the time of construction of the building at the said property, whether or not claim for such damages has been made after completion of the construction of the buildings. The developer shall keep the owners indemnified against all such claims for all times to come.
- 1.3 The Developer shall comply with all legal formalities to enable it to develop the said property and construct the multi storied building or buildings at the said property in accordance with the plan sanctioned by the Panchayat, Panchayat Samity, Zila Parishad or New Kolkata Development Authority or any other development authority having jurisdiction over the said property for sanction of the building plan.

ARTICLE 2

2. Representations of the Owners

- 2.1 The Owners have absolute title to the said property which is free from all encumbrances, mortgages, charges, lease, tenancies, occupancy, attachments, claims, demands of whatsoever nature and howsoever arising.
- 2.2 There is no excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976.
- 2.3 The Owners will supply to the Developer all papers and documents and sign all applications, affidavits and returns necessary for obtaining no objection certificate by the Developer from the office of the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 required for the development of the said Property at the endeavor of Developer and the cost of the Owners.



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- 2.4 The Owners undertake to pay all rates, taxes, all other impositions and/or out goings payable in respect of the SAID PROPERTY up to the date of signing of this Agreement.
- 2.5 That no certificate proceedings and/or notice of attachment has been instituted and/or levied and/or served under the Income Tax Act, 1961.
- 2.6 That no notice has been served on the Owners for the acquisition of the SAID PROPERTY under any Law or Acts and/or Rules made or framed there under and the Owners have no knowledge of issuance of any such notice or notices under any Acts and/or Rules for the time being in force affecting the SAID PROPERTY or any part thereof.
- 2.7 That no suit and/or proceeding is pending in any Court of Law affecting the SAID PROPERTY or any part thereof nor has the same or any of them has been lying attached under any writ of attachment of any Court.
- 2.8 That the Owners have not entered into any agreement for sale/development in respect of the SAID PROPERTY or any part or portion thereof.
- 2.9 That the Owners have not created any encumbrances in respect of the SAID PROPERTY.
- 2.10 That the Owners also further covenant with the Developer to save harmless, indemnify and keep indemnified the Developer from or against all loss, claims, encumbrances, charges and equities which may arise in the event the title of the Owners and their legal heirs, nominees etc. in respect of the said property is found to be defective or encumbered.
- 2.11 That the Owners are in exclusive and peaceful possession and occupation of the SAID PROPERTY since it was purchased by them.



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authority or other authority including obtaining completion certificates from appropriate authority.

ARTICLE 4

4.1 Definitions and Interpretations

In this Agreement unless there be something contrary or repugnant to the subject or context, the following terms shall have the following meanings:-

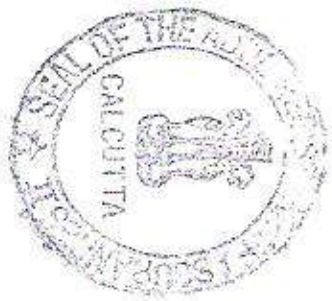
4.1.1 **"AMALGAMATED AREA"** shall mean and deemed to mean the portion of the SAID PROPERTY which may be amalgamated with the portion of adjacent premises.

4.1.2 **"ADJACENT PREMISES"** shall mean the adjoining premises being Bastu Land admeasuring about 138 Satak or 83 Kottahs 09 Chittacks 03 Sq. Ft. more or less comprised in R.S. and L.R. Dag No. 238 and 239, L.R. Khatian No. 1361, lying and situated under Mouza Jatragachi, J. L. No. 24, R.S. No. 195, Touzi No. 174 and 179, P.S. Rajarhat in the District of North 24 Parganas within the ambit of No. 2 Jyangra Hatiara Gram Panchayat, in respect of which the Developer has entered into an agreement for development.

4.1.3 **"APPLICABLE LAW"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority, whether in effect on the date of this Agreement or thereafter.

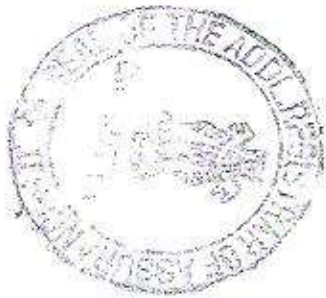
4.1.4 **"ARCHITECTS & ENGINEERS"** shall mean the Architects, Engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of construction of the Project.

4.1.5 **"ASSOCIATION"** shall mean the association of the owners/residents of the Units to be formed in accordance with the Applicable Law.



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- 4.1.6 **"BUILDING PLAN"** shall mean the building plans as may be sanctioned by the Authorities concerned from time to time subject to the Rules and Regulations under the Applicable Laws INCLUDING ALL AMENDMENTS/REVISIONS THERETO.
- 4.1.7 **"BUILDING(S)"** shall mean building(s) forming part of the Project to be constructed in a phased manner on the Land by the Developer with the maximum permissible FAR including car parkings and other spaces intended for enjoyment of the owners/ residents of the Building(s) or portions or Units, including Building Common Areas.
- 4.1.8 **"COMMON AREAS"** shall mean collectively the Building common areas and project common areas, shall include the corridors, stairways, landings, lobbies, entrances, exits/gates, passageways, driveways, lifts, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, community hall, electric/generator/ transformer/ meter or other equipment room, common toilets, other spaces, water tanks/reservoirs, pumps, motors, Tube wells, pipes, plumbing, water tank, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be BUT excluding car parking spaces, both covered and open.
- 4.1.9 **"COMMENCEMENT DATE"** shall mean the date of signing of this agreement and shall remain in force till all obligations of the parties towards each other are fulfilled.
- 4.1.10 **"COMMON EXPENSES"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and for rendition of common services in common to the Purchasers and all other expenses for the common purpose INCLUDING BUILDING SINKING FUND to be contributed, borne, paid and shared by the Purchasers. Provided however the charges payable on account of Air-conditioning, Generator, Electricity, Water etc. consumed by or within any Units shall be separately paid or reimbursed to the Association by the Purchasers.



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4.1.11 "**COMPLETION PERIOD**" shall mean 36 months from the date of sanction of the building plan and clearance from the Competent Authority under the Urban Land Ceiling and Regulation Act 1972 with an extension of six months after the expiry of the above mentioned 36 months.

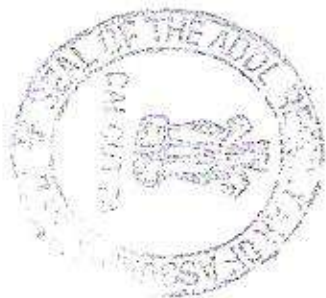
4.1.12 "**DATE OF COMPLETION**" shall mean the date of completion of the Project in all respect as per specifications mentioned in the SECOND SCHEDULE, along with certificate from Architect regarding completion and fit for habitation and the same to be notified to the Owners.

4.1.13 "**DEVELOPER'S ALLOCATION**" shall mean 59% of the constructed areas of the to be newly constructed building (s) on the said Property to comprise in various flats, Units, Apartments and all other saleable rights and constructed spaces (units) TOGETHER WITH like undivided 59% share and/or interest in the Land and also in the common portions and installations attributable to the units AND TOGETHER WITH parking spaces for such number of motor cars at various levels as be equivalent to 59% of the total number of motor cars that could be parked in the said Property AND TOGETHER WITH like 59% share of all tangible, intangible properties and commercial benefits, advantages and rights and all other benefits accruing/derivable from the said Property not specifically mentioned or dealt with herein If the said Property or any portion thereof is amalgamated with the adjacent premises or plots of Land and one integrated Project is made, then in that case Developer's Allocation herein defined shall be PROPORTIONATE TO THE AREA of the Said Property or portion thereof so amalgamated to the Amalgamated Area.

4.1.13A Financial Year Shall mean each 12 months period commencing on 1st April of a calendar year ending on 31st March of the immediately succeeding of calendar year.

4.1.14 "**FORCE MAJEURE EVENTS**" shall mean -

4.1.15.1 Any change of Law, Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion, or total non-availability of any vital construction material or natural



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calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owners the case may be.

4.1.15.2 For avoidance of doubts, if construction materials are available at a higher price, the same shall not be construed as a Force Majeure event.

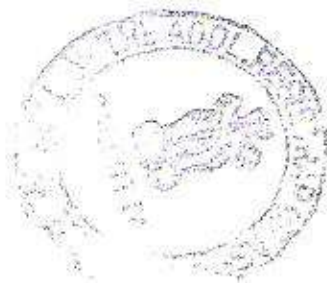
4.1.15.3 Delay by the owners in execution of any document or obtaining clearance from any statutory authority or clearance from the Urban Land Ceiling Authority shall be deemed to be a Force Majeure event.

4.1.16 **"OWNERS' ALLOCATION"** shall mean 41% of the constructed areas of the to be newly constructed ~~building (s)~~ on the said Property to comprise in various flats, Units, Apartments and all other saleable rights and constructed spaces (units) TOGETHER WITH like undivided 41% share and/or interest in the Land and the common portions and installations attributable to the units AND TOGETHER WITH parking spaces for such number of motor cars at various levels as be equivalent to 41% of the total number of motor cars that could be parked in the said Property AND TOGETHER WITH like 41% share of all tangible, intangible properties and commercial benefits, advantages and rights and all other benefits accruing/derivable from the said Property not specifically mentioned or dealt with herein. If the said Property or any portion thereof is amalgamated with the adjacent premises or plots of Land and one integrated Project is made, then in that case said Owners' Allocation herein defined shall be PROPORTIONATE TO THE AREA of the Said Property or portion thereof so amalgamated to the Amalgamated Area.

4.1.17 **"PURCHASER"** shall mean a person and/or his nominee to whom any Unit/s in the Building with or without car parking space has been agreed to be transferred or will be transferred.

4.1.18 **"PROJECT"** shall mean development of the said property by construction of the Building and/or Buildings and completion thereof in all respects.

4.1.19 **"SANCTIONS & PERMISSIONS"** shall mean authorizations, permissions, no objection certificates, clearances, permits,



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sanctions, licenses, etc. in any form whatsoever, irrespective of its nomenclature required under any Applicable Law from any Government Authority for the construction, development, ownership, management, operation, implementation and completion and disposal of the Project, including any completion certificate and any occupation certificate and all other consents and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion, use and occupation of the Building (s), all of which will be arranged by the Developer at their own cost and with the cooperation of the Owners;

4.1.20 "UNIT" shall mean the flat/s and/or other space/s and/or constructed area capable of being exclusively occupied and enjoyed independently together with undivided indivisible share in the Land and right to use Common Areas in the Building proposed to be constructed by the Developer.

4.1.21 The other words used in this Agreement shall have the same meaning as attributed to them in the common English Dictionary.

4.2 INTERPRETATIONS:

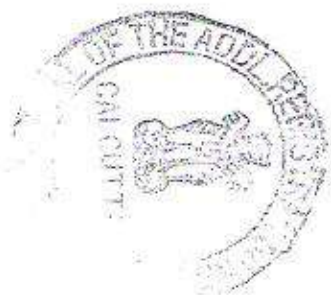
In this Agreement, any reference to any statute or statutory provision as on the date of execution of this agreement shall include:

4.2.1 All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

4.2.2 Such provision as from time to time amended, modified, re-enacted or consolidated before the date of this agreement to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement and to the extent liability there under may exist shall include any part statutory provision.

4.2.3 Any reference to the singular shall include the plural and vice-versa;

4.2.4 Any references to the masculine, the feminine and the neuter shall include each other;



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- 4.2.5 Any references to a "company" shall include a limited liability partnership and other body corporate;
- 4.2.6 Any reference to a document "in the agreed form" is to the form of the relevant document agreed between the Parties and for the purpose of identification initialed by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the parties);
- 4.2.7 The recitals and schedules forming part of this Agreement shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to Sections and Schedules are to Sections of and schedules to this agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;
- 4.2.8 References to this Agreement or any other document shall be construed as references to this agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 4.2.9 Heading to articles, parts and paragraphs of schedules are for convenience only and do not affect the interpretation of this Agreement;
- 4.2.10 "In writing" includes any communication made by letter or fax or e-mail;
- 4.2.11 Unless otherwise specified, any reference to a time of day is to Indian Standard Time;
- 4.2.12 The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 4.2.13 Reference to a person [or to a word importing a person] shall be construed so as to include Individual, firm, partnership, trust,



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joint venture, company, limited liability partnership, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

4.2.14 A person's successors in interest or title shall mean assigns or transferees permitted in accordance with the terms of this Agreement; and

4.2.15 References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

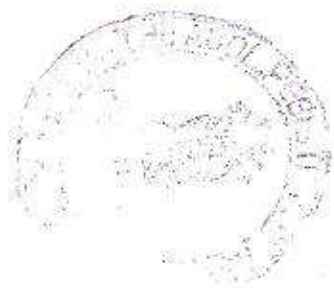
4.2.16 Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and

4.2.17 This Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement;

ARTICLE - 5

ALLOCATION & CONSIDERATION

5.1 The Developer shall carry out the work of development at the said property by construction of the building (s) thereat, as per the specifications mentioned in SECOND SCHEDULE attached to this Agreement (Specifications), which forms an integral part of this Agreement. The Developer shall, at its own cost, expenses, risk and responsibility, carry out all duties and obligations with regard to such development at the said property, which include but not limited to (1) obtaining sanction of plan and other clearances (2) providing all construction equipments, machinery, tools tackles and materials (3) engaging manpower, consultants and specialists for discharging all functions (4) procuring and arranging all utilities (5) dealing with all local issues and (6) obtaining and complying with all post sanction regulatory permissions and clearances.



ACCIDENT REGISTRAR
INDIA
23 JAN 2014

- 5.2 In the building proposed to be constructed by the Developer at the said premises-
- a) The owners shall be allocated "towards Owner's allocation" ALL THOSE 41% of the total constructed and completed area in the buildings including in the car parking spaces either open or covered and also in common areas and installations stated in Part I of the third schedule hereunder written and the facilities in the said building.
 - b) The developer shall be allocated "towards developer's allocation" All those 59% of the total constructed and completed area in the buildings including carparking space either open or covered of the building and also in the common areas and installations stated in Part I of the third schedule hereunder written and the facilities in the said building.
- 5.3 It is agreed that the cost of the construction of the owner's allocation, to be met and borne by the developer, shall and will be treated as the sale consideration of 59% undivided share in the land of the said premises and the owners shall, upon receiving possession of the completely constructed owner's allocation at the said building, grant Conveyance of the said 59% undivided indivisible share in the land of the said property in favour of the developer or its nominee or nominees being the intending buyers of the developer's allocation.
- 5.4 The Developer shall keep in deposit with the Owners a sum of Rs.54 lacs (Rupees Fifty Four Lacs) as interest free security deposit which will be refunded by the Owners to the Developer upon receiving the Owners' Allocation after completion of the Project in all respect along with the Completion Certificate from the Architect. In the event the Owners fail to refund the said sum of Rs.54 lacs (Rupees Fifty Four Lacs) or any portion thereof, the Developer shall retain salable area proportionate to the sum not so refunded calculated at the rate of Rs. 4000/- per square feet and shall be entitled to appropriate the same at its sole discretion absolutely and for ever.



ROYAUME DU CAMBODGE
LE MINISTRE DU PALAIS ROYAL
- 2 JAN 2014

ARTICLE- 5A

5A-AMALGAMATION

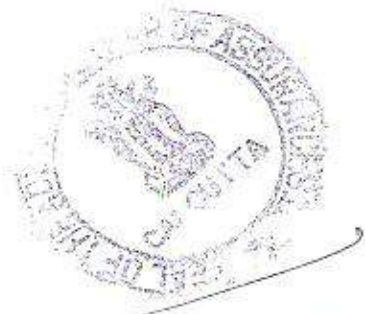
5A.1 For better development of the Project envisaged herein, the Developer shall be entitled to cause amalgamation in accordance with law of the adjacent premises being plot comprising of Bastu Land admeasuring about 138 Satak or 83 Kottahs 09 Chittacks 03 Sq. Ft. comprised in R.S. and L.R. Dag No. 238 and 239, L.R. Khatian No. 1361, lying and situated under Mouza Jatragachi, J. L. No. 24, R.S. No. 195, Touzi No. 174 and 179, P.S. Rajarhat in the District of North 24 Parganas within the ambit of No. 2 Jyangra Hatiara Gram Panchayat belonging to Simplex Properties and Trading Private Limited, a company registered under the Companies Act 1956 having its registered address at 306 Eden House, 15 Ganga Dhar Babu Lane, Kolkata - 700012 with whom the Developer has entered into a Development agreement dated 18th April 2013. The Owners of both the premises shall share the cost of amalgamation.

5A.2 The Owners of both the premises shall be entitled to share the benefits of such amalgamation along with the Developer in accordance with the terms of their respective agreements.

ARTICLE - 6

6. ALLOTMENT :

6.1 The Parties hereto shall allocate/demarcate and identify their respective areas/units shops/flat/office space/car parking spaces/open terraces, if any attached to any unit of the New Buildings (being 41% of the Owners and 59% of the Developers) mutually at the time of the Owners approving the draft Plans subject to such draft plan being sanctioned, otherwise the allocation shall be after the sanction of the plan but before sale of any unit by the developer. The Owner's allocation shall be marked 'O' in the draft plan countersigned by the Parties. Subject to feasibility the respective areas shall be demarcated and allotted in such a manner that the Owners and the Developer shall be entitled to the covered areas in each Floor and parking spaces and other



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spaces on the Ground Floor and open spaces around or near the New Buildings, in the ratio of 41:59.

- 6.2 All open and covered areas (including the common portions, installations and facilities) comprised in the property and the New Buildings to be constructed thereon and not being exclusively allocated/allotted to any of the parties hereto shall belong to the Owners and the Developer jointly, the Developer having 59% undivided share therein and the Owners having 41% undivided share therein.

ARTICLE - 7

7. OBLIGATIONS OF THE DEVELOPER :

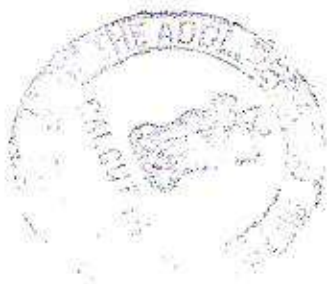
- 7.1 The Developer at their own cost will construct and complete the construction of the property including the Owners' allocations in accordance with the Building Plan to be sanctioned by the Concerned Authority and with such specifications more fully and particularly mentioned in the **SECOND SCHEULDE** hereinafter mentioned. The Developer shall be entitled to make such alterations thereto and/or modifications therein which are sanctionable and/or permissible under the applicable laws as modified from time to time.
- 7.2 The Developer shall cause a building plan to be prepared by the Architect to be submitted to appropriate municipal authority for its sanction.
- 7.3 After preparation of the building plan, at least 10 (ten) days before its submission to appropriate municipal authority for sanction, the Developer shall forward a copy of such plan to the Owners for their approval and if any changes and/or modifications are suggested by the Owners which are reasonable, such changes shall be incorporated in the plan provided the same is permissible in law. In the event, the Owners do not respond to or suggest any changes and/or modification to the plan within a period of 10 (Ten) days from the date of receiving the copy, the plan shall be deemed to have been accepted by the Owners.
- 7.4 The Developer shall apply for and obtain Sanctions & permissions as may be necessary and/or required for the purpose of



— 50 JAN 2014

development of the project and the Owners hereby agree and undertake to sign and execute such applications and/or papers as may be necessary and/or required. Delay in signing such documents shall be a Force Majeure event.

- 7.5 The Developer shall construct the Building and complete the Project as per specification mentioned herein at its own cost and expenses and with his full responsibility within the time mentioned herein and handover possession of the Owner's Allocation to the Owners. If the Developer hands over possession prior to getting completion certificate from the concerned Authority then in that case Developer will be solely responsible of any imposition, penalty which may occur due to handing over possession before completion certificate.
- 7.6 The Developer shall complete the Project within a period of 36 (thirty six) months from the date of obtaining the sanctioned building plan subject to Force Majeure Events. Despite utmost sincerity of the Developer if the said project is not completed within the Completion Period owing to any event genuinely beyond control of the Developer in that case the completion period may be extended for another 6 (six) months maximum on and from the date of expiry of the Completion Period ("Extended Completion Period"); but due to any Negligence of the Developer if the said project is not completed within the time or the extended time as the case may be then in that case Developer has to pay Rs.1,48,500/- (Rupees One Lakh Forty Eight Thousand and Five Hundred Rupees) only per month for all Owners, i.e. Rs.16,500/- to respective owners as penalty and such penalty will be payable by the Developer till such time the Project is completed as per terms of this Agreement
- 7.7 The Building shall be constructed under the supervision and guidance of the Developer's Architect and the decision of the Architect as to the quality of the materials and specifications to be used for the construction of the Building shall be final, binding and conclusive on the parties.
- 7.8 The Developer shall comply with the applicable laws, requirements and requisitions of appropriate municipal authority and other authority and other authorities relating to the construction of the



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Building and shall obtain necessary approval/approvals, consents and licenses from such authorities as and when required. It shall complete the development and construction of the Building strictly in accordance with the building Plan and the terms and conditions hereof and conforming to the agreed specifications.

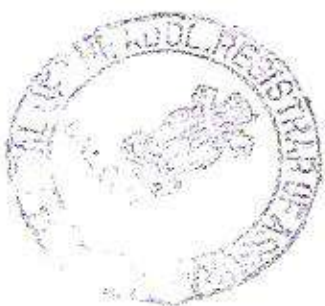
- 7.9 If any accident or mishap takes place during construction until completion of the Building(s) whether due to negligence of the workers/labourers of the Developer or otherwise for any reason whatsoever, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims in connection therewith.
- 7.10 The responsibility herein shall not cover defects, damage, or malfunction resulting from [a] misuse; [b] unauthorized modifications or repairs done by the Owner or the Purchasers; [c] cases of Force Majeure Events; [d] Failure to maintain the amenities/equipments in accordance with Developer's instructions if given in writing and [e] accident and [f] negligent use. Warranty for all consumables or equipments used such as generators and lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. But under no circumstance, the owners will be held liable for the above reasons.
- 7.11 The Owners agree not to interfere or hinder or cause any impediment or create any interference in the construction of the building at the said property by the Developer and not to do any act deed or things whereby the rights of the Developer and/or construction of the building will be in any manner affected. If for any act or neglect or default of the Owners, the Developer shall be restrained and/or hindered and/or impeded from developing the said property and carrying on with the construction of building or any portion thereof or from selling and transferring the Developer's allocation on the terms conditions and price that will be decided by the Developer in its absolute discretion, then in that event without prejudice to the other rights, the Developer will be entitled to claim liquidated damages for the period such obstruction hindrance or impediment subsists and the loss which may be suffered or incurred by the Developer.



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8. **OBLIGATIONS OF THE OWNERS:**

- 8.1 Immediately upon signing of this agreement the Owners will hand over vacant peaceful possession of the said property to the Developer to enable the Developer to carry out the development envisaged herein.
- 8.2 The Owners assure that all original title deeds relating to the said property are in the custody of the Owners. Within seven days from the date of signing of this agreement the Owners simultaneously upon receipt of the security deposit mentioned hereinabove shall hand over all copies, duly certified by the Owners to be true and correct, of the title documents in respect of the said property to the Developer. All original documents will be kept with GAJANAND MUNKA, one of the owners herein, and he will be responsible for giving inspection of the Original as and when required by the Developer.
- 8.3 Upon execution of this agreement the Owners herein shall execute and register specific Power of Attorneys separately with the necessary powers and authorities in favour of the Developer for complying with the matters and things as mentioned in this Agreement and the said Power will not be rescinded or revoked till such time Developer's performance is in accordance with the terms of this Agreement.
- 8.4 For the purposes of construction of the Building or Buildings and making the same habitable, the Developer shall be authorized in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations of Steel, Cement, Bricks and other materials as allocable for construction of the Building or Buildings and also to apply for and obtain temporary and permanent connection of water electricity drainage gas and sewerage to the Building or Buildings and other inputs and facilities required for construction and enjoyment of the Building or Buildings in the said Property at its own cost.
- 8.5 The Owners shall not enter into any negotiation or any agreement for sale of the said property or for development thereof with any other person and shall not encumber the said property in any manner whatsoever. The Owners shall not by themselves or



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- through any agent develop or cause to develop the said property or any portion thereof. Apart from the developer no one else will be entitled to enter upon or develop the said property or construct any building or buildings thereon.
- 8.6 The Owners shall at all times after execution of this agreement keep the said property free from all encumbrances and shall not commit any act whereby the project is jeopardized in any manner whatsoever.
- 8.7 The owners shall from time to time at the directions and/or requisitions of the developers execute and register the conveyance deeds of the developers allocation in favour of the developer and/or its nominees/assigns in such part or parts and/or share or shares as the developers may deem fit and proper. Such deed of conveyance of the developers allocation shall be executed after completion of construction of the said Property as envisaged herein by the developer and obtaining the completion certificate from the appropriate authority and certificate by the architect certifying the construction of the Buildings and the common utilities in accordance with the specifications more broadly provided in the **SECOND SCHEDULE** hereto. The stamp duty, registration fees and other applicable charges in this regard shall be borne and paid by the developer and/or its nominees/assigns. Until the formal deeds are executed this agreement will be treated as a binding contract between the parties.
- 8.8 The Owners shall execute such documents as may be necessary or required by the Developer for the purpose of mortgaging or otherwise creating charge on the Developer allocation's to raise funds for the project by the Developer. It is made clear that all liabilities relating to such mortgage or charge by the Developer shall be the sole responsibility of the Developer and shall not in any manner effect the Owners allocation in the said project.
- 8.9 The Owners shall cooperate at all times with the Developer in completion of the project and shall not cause any hindrance thereto which would be an event of Force Majeure necessitating extension of the completion period of the project.



ARTICLE - 9

9. POSSESSION:

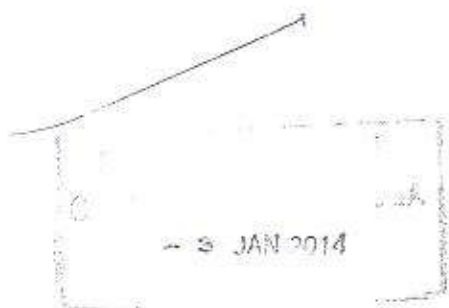
9.1 The Owners hereby grant to the Developer the exclusive right to develop and commercially exploit the said premises for the considerations stated herein and in accordance with the terms and conditions contained herein. Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in law by the Owners of the Premises or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer. And during the subsistence of this Agreement said Power given to the Developer is irrevocable and Owners are not entitled to withdraw the Authority given by them to the Developer.

9.2 For the purpose of carrying out Developer's obligation, the Owners shall deliver permissive possession to the Developer simultaneously with the execution of these presents which will be held jointly with the Owners but such entry shall be as a licensee and shall not create any possessory or other rights in favour of the Developer in contravention of this agreement. To protect and guard its material and equipment, the Developer shall be entitled to post its own security guards, in addition to the security guards of the Owners.

ARTICLE -9A

9A EFFECT OF FORCE MAJEURE EVENT

9A.1 If and to the extent that any Party is hindered or prevented by a Force Majeure Event from performing any of its obligations under this Agreement, the obligations of the Party so affected ("Affected Party") shall remain suspended during the period the Affected Party is so prevented or hindered from complying with its obligations. In such event, the Affected Party shall give written notice of suspension as soon as reasonably possible but not later than 30 (thirty) days from the date of the occurrence, to the other party stating the date and extent of such suspension and the cause and likely duration thereof. The affected party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other parties. On cessation of such Force Majeure Events the affected party shall immediately serve a



notice upon the other party informing such cessation and also resume performance of its obligations. None of the parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of Force Majeure Events. It is hereby clarified that unless otherwise agreed by the parties, this agreement cannot be terminated by either party due to occurrence and continuance of any Force Majeure Event.

ARTICLE - 10

10. SALE :

10.1 Owners' Allocation

In consideration of the owners having appointed the Developer to develop the said property and permitting and granting the Developer the right to sell and transfer the Developer's allocation in the new building, at the said property, to be constructed by the Developer together with the Developer's share in the land of the said premises and to realize, have and appropriate absolutely sale proceeds thereof and also having agreed to sell and convey to the Developer and/or its nominee or nominees the Developer's share in the land of the said premises, the Developer shall construct complete and make habitable and deliver to the owners the possession of the Owners' allocation exclusively and the Owners shall be entitled to use and occupy the same and/or sell or transfer the same.

10.2 With effect from the date of sanction of the building plan and the respective Allocations of the Parties being identified / demarcated and finalized in the manner herein stated, the Owners shall, at their own sole risks and consequences, be entitled to sell transfer deal with and dispose of their allotted units and parking spaces included and comprised in the Owners' Allocation together with the proportionate undivided indivisible share in the land comprised in the said property and in the common areas and installations attributable thereto to such persons and on such terms and conditions and consideration as the Owners may deem fit and proper BUT not in any way contrary to the terms and conditions contained herein and as be adopted by the Developer for the user and maintenance of the said project, and to receive and absolutely appropriate the sale proceeds thereof and for that purpose to enter into all agreements and other documents as may be required; and



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the Developer shall not raise any objection thereto or dispute the same or the acts deeds and things done by the Owners to their benefits and interest with regard thereto and it shall have no concern therewith and further upon being required by the Owners to do so, the Developer shall join in as confirming party thereto and execute, at the costs and expenses of the Owners such agreements and other documents that may be entered into by the Owners for sale and/or transfer of the Owner's Allocation or any part thereof in terms hereof.

Developer's Allocation:

With effect from the date of sanction of the building plan and the respective Allocations of the Parties being identified / demarcated and finalized in the manner herein stated, the Developer shall at its sole risks and consequences, be entitled to enter into agreements and contracts for sale nomination, transfer, sub-lease, sub-letting, mortgage, charge and/or dealing with and/or disposing of and/or creating third party interest in the Developer's Allocation in part or parts or as a whole and for such consideration and on such terms and conditions as the Developer may deem fit and proper and realize and appropriate all proceeds realized therefrom. In case so required by the Developer, the Owners shall join in as party to all such agreements and contracts without demur. However the Developer shall not be entitled to part with possession of any portion of the constructed area without first offering the Owners to take possession of the Owners' Allocation after completing the construction in accordance with the specifications herein contained.

After offering possession to the Owners of the Owners' Allocation as herein mentioned, the Developer shall be at liberty to obtain transfer of Developer's Allocation either in its own name and/or in the name of its nominee or nominees and/or transferees and the Owners shall be bound to transfer without claiming any additional consideration therefor. The Owners shall grant the Power of attorney in favour of Developers and/or its nominee for transfer etc., of units and other areas properties benefits advantages and rights comprised in the Developer's Allocation.



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- 10.3 The documents for sale shall be prepared by the Advocate of the Developer and the same documents shall be used by the Owners for sale of the Owners' allocation.
- 10.4 The Developer shall pay and bear the fees of its Advocate towards sale of the Developer's allocation and the Owners shall pay and bear the fees of the Advocate towards sale of the Owners' allocation.
- 10.5 All sale Agreements with the intending Purchasers in respect of Owner's allocation as well as Developer's allocation will be executed by the Owners and the Developer jointly but the Owners shall have no liability for the money received by the Developers for sale of Developer's allocation.
- 10.6 It is clarified that the Developer shall offer possession after completion of the Project in all respect to the Owners by serving notice in writing (accompanied by the completion certificate of the Architects) on the Owners whereupon the Owners will refund the security deposit and upon expiry of 30 days from the date of service of such notice, it shall be deemed that the Developer has made over possession of the Owners' proportionate area after retaining area proportionate to the amount of security deposit not refunded by the Owners to the Developer, in terms of Clause 5.3 hereof whether or not the Owners actually take possession and upon such actual possession or deemed possession, as the case may be, the restrictions on the Developer as mentioned herein shall stand automatically rescinded. Be it mentioned that on delivering Owners' allocation to the Owners in terms of this Agreement, the Developer shall issue an appropriate possession certificate. However Developer is liable and/or responsible for getting the completion Certificate of the Project from the concerned authority at their own cost and expenses within a reasonable time. Developer is liable and will be held responsible for non getting the completion certificate from the concerned Authority before handing over possession of the Owner's Allocation to the Owners and also to the Purchaser. Developer undertakes to indemnify and keep indemnified the Owners against any loss or damages which may arise due to non getting the completion Certificate of the Project from the Concerned Authority before handing over possession of the Owner's Allocation to the Owners.



10.7 The Developer shall have lien on the undivided share in the property attributable to the share of developer's allocation and also on the constructed areas in the building for all moneys brought and invested and introduced by the developer in the development of the said premises and constructions of buildings and all connected purposes including obtaining sanction of the building plans and electricity connection & supply and water connection & supply till all the units comprised in the Developer's allocation are fully transferred by the developer and the owners have executed conveyance transferring the undivided share in land attributed to the share of the developer in the property in favour of the developer or the persons appointed or nominated by the developer.

ARTICLE - 11

11. PROPERTY TAXES:

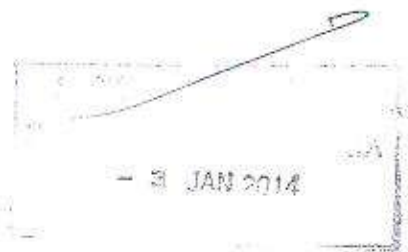
11.1 All rates and taxes and other out-goings in respect of the said property upto the date of signing of this Agreement shall be for and to the account of the Owners and those accruing hereafter shall be for and to the account of the Developer till the completion of the New Building(s) and thereafter shall be for and to the account of the parties hereto or Purchaser or Purchasers or Occupiers of the respective units to the extent of their respective areas allocated/sold in terms of this Agreement.

11.2 On and from the date notified by the Developer to the Owners for taking possession of the Owner's allocation, the owners shall be liable to pay all property taxes and all other outgoings proportionate to the owner's allocation and shall keep the Developer fully indemnified and harmless.

ARTICLE - 12

12. MAINTENANCE AND HOLDING ORGANISATION:

12.1 Until formation of the Association for the maintenance of the constructed area, the Developer shall be in charge of maintenance of the common areas and the Owners and Purchasers of the respective units under Owners'/ Developer's allocation shall pay maintenance charges to the Developer as may be fixed by the



Developer and upon formation of the Association shall pay such maintenance charges to the Association.

- 12.2 For the purpose of maintenance, management and administration of the Buildings and the Property and rendition of the services in common to the Unit Owners of the buildings and for doing all other acts, deeds and things for the common purposes, the parties hereto shall jointly form or cause to be formed an Association or Society or Syndicate or Company hereafter called "THE HOLDING ORGANISATION" of the Unit owners. All the Unit Owners shall be obligated to become and shall be made the members of such Holding Organisation, as early as possible. After completion of the Project, the Developer and the Owners shall hand over all deposits (after deducting therefrom all dues and/or all the amounts spent by them on behalf of the Unit Owners jointly and/or severally) and all matters arising in respect of the management of the Property and particularly the common portions to the Holding Organisation.
- 12.3 All the Unit Owners (including the Owners and the Developer herein) shall bear and pay proportionate share of the common expenses, maintenance charges, municipal rates and taxes and other outgoings in respect of the respective units to such Holding Organisation or the persons or agency to whom the responsibility for the same has been given by the Developer for the time being, with effect from the date of delivery of possession to the Unit Owners of their respective Units and shall keep the Owners indemnified against all claims, demand, actions, cost, charges and expenses and proceedings, whatsoever, directly and indirectly instituted against or suffered or incurred or paid by the owners in case of any default by the Developer and/or its nominee or nominees or Purchaser or Purchasers in relation to their allocation.
- 12.4 Upon completion of the Project, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Owners and the Developer and as be in conformity with other Buildings containing Ownership Flats. The Developer and the Owners and/or their respective nominees/transferees shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses in respect of the maintenance and management, until such times the holding organization is formed



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ARTICLE - 13

13. MISCELLANEOUS

13.1 It is understood that from time to time, to enable the development of the Project, by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners for which no specific provision has been mentioned herein. The Owners hereby authorize the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf, to execute any such additional powers or authorities as may be required by the Developer for the purpose of completion of the project;

13.2 All the units sold and/or transferred shall be subject to the restrictions on transfer and use intended for the common benefits of all occupiers of the Building which shall also include the following:

- [a] No person shall use or permit use of the Units or any portion thereof and the Common Areas for carrying on any polluting, obnoxious, illegal or immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the Building(s).
- [b] No person shall demolish or permit demolition of any wall or other structure in the Units and Common Areas or make any structural alterations therein.
- [c] No person shall do any act, deed or thing which may in any manner disturb obstruct or prejudice peaceful occupation and enjoyment of other occupiers.
- [d] No person shall in any manner demolish or permit demolition of any structure or in any manner change, add or alter whatsoever in nature, the Common Area including the car parking spaces;



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OF A. S. ...
- 3 JAN 2014

the, Developer shall continue to remain responsible for maintenance of the common portion, amenities and facilities and rendition of the common services provided that the costs of maintenances are paid by all the Unit Owners in respect of their respective units.

- 12.5 Upon construction and offering possession by the developer to the Owners of the Owners' Allocation, they the Owners and/or their transferees shall hold the units and parking spaces constituting the Owners' Allocation on the same terms and conditions imposed with regard thereto as the purchasers/buyers of the other Units and Parking Spaces constituting the Developer's Allocation would hold. Further, the Owners with effect from the Developer offering possession to the Owners of the Owners' Allocation shall pay and bear all maintenance charges municipal rates and taxes electricity charges and other outgoings in respect of the Owners' Allocation at the same rate and in the same manner as the buyers of the Developer's Allocation would pay or be liable to pay.
- 12.6 It is also clarified that upon delivery of the possession of the Owners' allocation, it will be deemed that the Owners have received total consideration for the proportionate Land comprised in the Developer's Allocation and shall acknowledge the receipt thereof in favour of the Developer in full and final settlement of their consideration money as per terms and conditions contained in this Agreement.
- 12.7 In case any time in future additional area is constructed on the existing Building/Buildings on the said Property, all rights and benefits thereof shall be for and to the account of the Owners and the Developer in accordance to their respective shares of allocation as specified herein.
- 12.8 The name of the Building or Buildings and/or the complex under the project will be decided by the Developer.



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13.3 Any notice to be given by any Party to the other whether hereunder or otherwise shall be in English and be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the number set forth below or delivering by hand, e-mail or courier to the address set forth below [or such other address as may be notified by the Parties to each other from time to time] in respect of each party:

OWNERS:

Address : 106/C, Bangur Avenue,
Police Station - Lake Town,
Kolkata-700 055,
Fax : 2356-3614
E-mail : saiplywood@gmail.com
Attn. : **GAJANAND MUNKA**

DEVELOPER :

Address : 20/1, Ashutosh Choudhury Avenue,
Kolkata-700019
Fax : 033 40104020
E-mail : amit@amitrealty.com
Attn. : Sri Amit Tekriwal

All notices shall be deemed to have been served on the 7th working day of the date of dispatch of such notice by registered post at the address of the other party mentioned herein above or herein after notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served.

13.4 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agree to hold in confidence and shall not disclose in any manner to any third party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party. The foregoing shall not apply if:

[a] such information is in the public domain through no fault of the disclosing party; or



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- 3 JAN 2014

- [b] such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
 - [c] such information was furnished to the receiving party by a third party as a matter of right without restriction on disclosure.
- 13.5 If any term or provision in this agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this deed but the validity and enforceability of the remainder of this Agreement shall not be affected.
- 13.6 All agreements/deeds, if any, executed prior to this Agreement shall be deemed to be cancelled and/or superseded.
- 13.7 The parties have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the parties or constitute an association of persons.
- 13.8 The signatory executing this Agreement on behalf of Developer represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the Developer, in accordance with the resolution passed by the Board of Directors of the Developer and this Agreement is binding on the Developer in accordance with its terms.
- 13.9 The stamp duty and registration fees and other charges in connection with this Agreement shall be borne and paid by the parties in their proportionate shares.
- 13.10 It is further clarified as follows :
- 13.10.1 The Developer will obtain and provide electricity connection from WBSEB or otherwise for the entirety of the project including the Owners' allocated area.



DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
- 3 JAN 2014

13.10.2 All Municipal rates, taxes and outgoing, including arrears, in respect of the said property upto the date of signing of this Agreement, shall be for and to the account of the Owners and thereafter the same shall be borne and paid by the Developer, till the completion of the project and thereafter the same shall be borne and paid by the parties hereto or purchasers of the respective units, to the extent of their respective areas allocated/sold in terms of this agreement.

Defaults:

If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out their obligations under this Agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to their other rights hereunder.

13.10.3 The Developer shall indemnify and keep the owners indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of omission or commission of any act by the Developer in pursuance of the authorities granted as aforesaid till the subsistence of this agreement.

ARTICLE - 14

14. ARBITRATION:

14.1 All 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 or any portion hereof (collectively **Disputes**) shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The Parties irrevocably agree that the place of arbitration shall be Kolkata only. The Arbitrator shall be entitled to give interim awards/directions regarding the Disputes. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The arbitration shall otherwise be carried



- 3 JAN 2014

out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings. The directions and interim/final award of the Arbitrator shall be binding on the Parties.

ARTICLE 15

15. Jurisdiction

The Courts at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this agreement.

FIRST SCHEDULE ABOVE REFERED TO

[Land]

ALL THAT piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1488 being land owner No. 1 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1489 being land owner No. 2 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1490 being land owner No. 3 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1491 being land owner No. 4 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1492 being land owner No. 5 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1493 being land owner No. 6 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1494 being land owner No. 7 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1495 being land owner No. 8 and All that piece and parcel of Bastu Land measuring 9 Decimal equivalents to 5 Cottahs 8 Chittaks and 2 Sft under L.R. Khatian No. 1496 being land owner No. 9 and in aggregate 81 decimal equivalents to 49 Cottahs 8 Chittacks 22 Sq. ft. more or less as per record of Parcha of B.L. & L.R.O. at Rajarhat under R.S. and L.R. Dag No. 240 (Part) J. L. No. 24, R.S. No. 195 at Mouza



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Jatragachi, within Police Station - Rajarhat in the District of North 24 Parganas
and butted and bounded -

ON THE NORTH : By R.S. Dag No.245
ON THE SOUTH : By 12 ft wide D.B. Road
ON THE EAST : By R.S. Dag No.242
ON THE WEST : By R.S. Dag No.239

OR HOWSOEVER OTHERWISE the said Property is butted bounded called
known numbered described or distinguished.

SECOND SCHEDULE ABOVE REFERED TO
[Specifications and Fittings]

Foundation: Pile Foundation

Structure: RCC framed structure

Interior Finish: Vitrified floor tiles
Walls Plaster of Paris

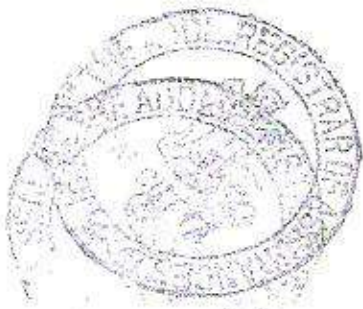
Exterior Finish: Combination of cladding and/or high quality
cement/textured paint

Kitchen: Floor Ceramic tiles
Walls Plaster of paris
Counter Granite
Sink Stainless steel
Dado Galzed Tiles upto 2' height above counter

Toilet: Floor Ceramic tiles
Dado Glazed tiles upto 7' height
EC Branded EWC with porcelain cistern
Wash basin - Branded Porcelain
Fittings - branded CP fittings with hot & cold mixing
arrangement

Windows: Glazed Aluminium

Doors: Shutter - flush Door
Main Door - Panel Door



3 JAN 2014

Electrical: AC points in living, dining and all bedrooms Cable TV, telephone points, Electrical points in all bedrooms, living/dining, kitchen and toilets concealed copper wiring and modular switches
Door bell point at the main entrance door
Modular switches of reputed brands

Elevator: Passenger lifts of reputed make

Lobby & Lift Wall: Stone Finish

Stair Case & floor lobby of each block: Kota/Marble/Tiles

Entrance & Floor

Lobby of each block:Combination of Marble/Tiles, Granite &Kota stone

Power back up : For common areas free
For apartments at extra cost

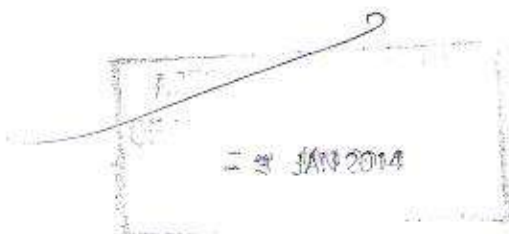
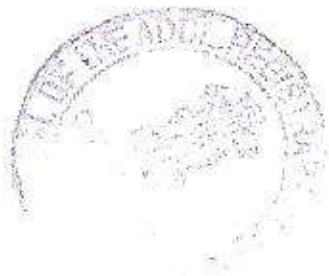
Security System : CCTV for entrance lobby at ground floor entry & exit of the complex

Intercom System : Between apartment to apartment & apartments to service areas

THIRD SCHEDULE ABOVE REFERED TO

[Mode of Payment of]

The Developer shall pay the Refundable Advance on Execution of this Agreement Rs.54,00,000/-



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

SIGNED, SEALED AND DELIVERED
by the OWNERS at Kolkata in the
Presence of :

1) Tapan Chakrabarty
12/1, Lindsay Street
KOL - 87



GAJANAND BIRDIKA

गायत्री देवी बिरदिका
GAYATRI DEVI BIRDIKA

Manish Birdika
MANISH BIRDIKA

2) Ajay Behari
242, S.K. Dew Road
KOL - 48

Rekha Birdika
REKHA BIRDIKA

Sunita Munka

SUNITA MUNKA
Ankit Munka
ANKIT MUNKA

Anju Agarwal
ANJU AGARWAL

Sanjay Kumar Agarwal
SANJAY KUMAR AGARWAL

Gajanand Munka
GAJANAND MUNKA



— 3 JAN 2014

SIGNED, SEALED AND DELIVERED
by the DEVELOPER at Kolkata
in the Presence of :

AMIT REALTY DEVELOPMENT PVT. LTD.



Director

(AMIT TEKRIWAL)

1) *Tapan Chakrabarty*

2) *Ajay Behani*

Read Over & Explained in Hindi
Drafted by me




































DEBABRATA BANERJEE
ADVOCATE

W.B./1167/1981
12/1, Lindsay Street, Kolkata-700087



























Page No.

Signature of the executants/ Presentants					
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
<p>Gyanendra Mukherjee</p>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
<p>Amit Tejriwal</p>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
<p>Rajanand Prasad</p>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
- 23 JAN 2014


















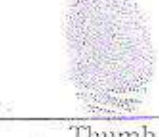





Page No.

Signature of the executants/ Presentants					
					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
 गायत्री देवी बिड़ोका					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
 Navin Panchal					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
 Leela Biralika					
	Thumb	Fore	Middle (Right Hand)	Ring	Little



ADDN
OF 12
- 3 JAN 2014
GADA










Page No.

Signature of the executants/ Presentants					
 <i>Sumita Munka</i>					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
 <i>Ankit Munka</i>					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
 <i>Arju Agarwal</i>					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little



MINISTRY OF HEALTH
REPUBLIC OF LIBERIA
- 3 JAN 2014

Page No.

Signature of the executants/ Presentants					
 <i>Sanjay Kumar Bhowal</i>					
	Little	Ring	Middle (Left Hand)	Fore	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



Handwritten signature or initials above the stamp.

Stamp text:
- 3 JAN 2014

THIS DATED 3rd DAY OF January 2014

AGREEMENT

BETWEEN

GAJANAND BIRDIKA
GAYATRI DEVI BIRDIKA
MANISH BIRDIKA
REKHA BIRDIKA
SUNITA MUNKA
ANKIT MUNKA
ANJU AGARWAL
SANJAY KUMAR AGARWAL
GAJANAND MUNKA

VENDORS

AND

AMIT REALTY DEVELOPMENT
PRIVATE LIMITED

DEVELOPER

DEBABRATA BANERJEE
ADVOCATE
12/1, LINDSAY STREET
FRONT BUILDING,
GROUND & 2ND FLOOR
KOLKATA-700087
PH.NO.2252-3241/2533



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

Endorsement For Deed Number : I - 00134 of 2014
(Serial No. 00091 of 2014 and Query No. 1902L000039437 of 2013)

On 03/01/2014

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

Presented for registration at 16.40 hrs on :03/01/2014, at the Private residence by Gajanand Munka , one of the Executants.

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

Execution is admitted on 03/01/2014 by

1. Gajanand Birdika, son of Late Prahlad Ram Birdika , 18, Harish Neogi Road, Kol, Thana:-Maniktala, District:-Kolkata, WEST BENGAL, India, Pin :-700067, By Caste Hindu, By Profession : Others
2. Gayatri Devi Birdika, wife of Gajanand Birdika , Manasha Kuteer, A E- 4/5, Jyangra, Kol, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : Others
3. Manish Birdika, son of Gajanand Birdika , Manasha Kuteer, A E- 4/5, Jyangra, Kol, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : Others
4. Rekha Birdika, wife of Manish Birdika , Manasha Kuteer, A E- 4/5, Jyangra, Kol, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : Others
5. Sunita Munka, wife of Gajanand Munka , 106/ C, Bangur Avenue, Kol, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession : Others
6. Ankit Munka, son of Gajanand Munka , 106/ C, Bangur Avenue, Kol, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession : Others
7. Anju Agarwal, wife of Sanjay Kumar Agarwal , Block - A, 71, Bangur Avenue, Kol, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession : Others
8. Sanjay Kumar Agarwal, son of Shyam Lal Agarwal , Block - A, 71, Bangur Avenue, Kol, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession : Others
9. Gajanand Munka, son of Late Madan Lal Gupta , Block - A, 71, Bangur Avenue, Kol, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession : Others
10. Amit Tekriwal
Director, Amit Realty Development Pvt Ltd, 20/1, Ashutosh Choudhury Avenue, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700019, By Profession : Business





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

Endorsement For Deed Number : I - 00134 of 2014
(Serial No. 00091 of 2014 and Query No. 1902L000039437 of 2013)

Identified By Tapan Chakraborty, son of Late R N Chakraborty, 12/1, Lindsay Street, Kol, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, Pin :-700087, By Caste: Hindu, By Profession: Service.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 04/01/2014

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 Draft

Rs. 59494/- is paid , by the draft number 330418, Draft Date 02/01/2014, Bank Name State Bank of India, CHANDNI CHOWK, received on 04/01/2014

(Under Article : B = 59389/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 04/01/2014)

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.-6,61,37,023/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 75021/- is paid , by the draft number 330417, Draft Date 02/01/2014, Bank : State Bank of India, CHANDNI CHOWK, received on 04/01/2014

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II




(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 2753 to 2797
being No 00134 for the year 2014.




(Dulai chandra Saha) 06-January-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal