

10.4. The Developer after handing over possession and registration of all the flats shall form an Association of all the flat OWNERS and the OWNERS shall render all co-operations in that respect.

10.5. At the time of execution of this Agreement NO Down payment will be paid by the Developer to the Owners herein.

11. MISCELLANEOUS:

11.1. Any notice required to be given by the OWNERS or the Developer shall without prejudice to any other mode of service available be deemed to have been served either on the OWNERS or the Developer if delivered by hand and duly acknowledged or sent by prepaid Registered Post with acknowledgement due and be deemed to have been served on the OWNERS or the Developer and shall be deemed to have been served on the Developer if sent to the Principal/Registered office of the Developer.

11.2. None of the parties hereto shall do any act, deed or thing whereby and where under the other parties are prevented from enjoying and/or dealing with their respective allocation in terms of this Development Agreement.

11.3. Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this Development Agreement.

12. ARBITRATION & JURISDICTION:

12.1. All disputes and differences between the parties hereto of opinion regarding the construction and/or touching the affairs of construction and/or interpretation of any of the clauses of this Indenture shall be firstly decided by the parties hereto. If the same is not settled by them amicably the matter shall be referred to sole Arbitration and the same shall be deemed to be reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The said Arbitrator will

-:: 15 ::-

decide the matter and give his award according to the provisions of Arbitration and Conciliation Act, 1996, which shall be conclusive and binding upon the parties hereto. If parties do not agree on the issue of Sole Arbitrator then the provisions of the Arbitration and Conciliation Act, 1996, shall be followed.

12.2. The Court of District Judge, 24-Paraganas (South), alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these present between the parties hereto.

FIRST SCHEDULE
(SAID PREMISES)

ALL THAT piece or parcel of Bastu land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft., more or less, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.- 12, being KMC Premises No. 816, Motilal Gupta Road (Holding No. was 212/302), Road Zone - (Rammohan Roy Road -- Sodepur 1st Lane/Premises Located on Rd), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 411220809461, together with all easement rights therein.

TO THE NORTH : Land of Harekrishna Banerjee.
TO THE SOUTH : Land of Swapan Kumar Datta.
TO THE EAST : Motilal Gupta Road.
TO THE WEST : Land of R.S. Dag No. 136.

SECOND SCHEDULE
(OWNERS' Allocation)

ALL THAT entire 1st and 3rd floor flats and 50% of the Ground floor from the North-East portion of the total constructed area of the proposed G+4 storied building as per the KMC sanctioned plan, and TOGETHER WITH the undivided proportionate impartible share and/or interest in the land comprised in the Said premises and right over the common areas, facilities, amenities, and the Said allocation is herein called "the OWNERS' ALLOCATION". If the KMC allows to construct further floor or floors in the said land the OWNERS' allocation in that event shall include 50% of such extended area.

THIRD SCHEDULE
(Developer's Allocation)

ALL THAT entire 2nd & 4th floor Flats of the proposed G+4 storied building, and after allotting the OWNERS' Allocation, 50% of the Ground Floor from the South-East portion of the total constructed area of the proposed G+4 storied building as per the KMC sanctioned plan, that means 12.5 feet metal road facing (Which is the opp. Portion of the land of Mr. Natta), All Car Parking and Shops will be divided in this way as per terms and conditions mentioned herein.

FORTH SCHEDULE
(SPECIFICATIONS)

FOUNDATION:

The foundation of the building shall be of reinforced cement concrete.

STRUCTURE:

The structure of the building shall be reinforced cement concrete frame structure comprising of R.C.C columns beams clabs etc.

WALLS:

The external walls of the building shall be 200mm thick brick and the partition walls inside the flats shall be of 75 mm thick, both to be bounded with cement mortar.

PLASTERING:

All internal surface shall be plastered with cement and sand mortar; 12 mm thick and finished with Plaster of Paris. All external walls shall be plastered with cement and sand 19 mm. thick and painted with first class water proof cement paints of reputed make.

FLOORING AND SKIRTING:

All flooring and skirting inside the flat including the balcony shall be laid with vitrified tiled [Nitco/Euro/Johnson or equivalent]. The skirting shall be 4 inch high. The toilet shall have 6 feet dado of non-sticky type first class ceramic tiles above the counter including the sink area [Ceramic Tiles or equivalent].

DOORS:

All doors frame will be made of seasoned Salwood. Both sides of all door shutter shall be B.W.P. flush type affixed on proper timber frame painted with primer duly fitted with hinges, tower bolts, door stopper and mortice locks. The main door shutter shall be of wood paneled inclusive polishing complete. The main door shall be one magic eye and Godrej night latch. One collapsible gate to be provided.

WINDOWS:

All window frame shall be of sliding Aluminium framed glazed panes.

BALCONY:

Opening to be covered with M.S. Grill of suitable design, 3'-0" high.

KITCHEN:

The Sink shall be reasonably thick steel made with two separate water tap, one in the sink and other at the utensil washing area.

TOILET FITTINGS:

All toilets shall be provided with concealed plumbing. Each bathroom shall have one European W.C. with one Porcelain Cistern, one Porcelain Basin, three concealed stop cocks, one shower and one Geyser 15 AMP line.

ELECTRICALS:

All electrical lines including earthing to be concealed having first class copper wires [Havels/Finolex Gloster or equivalent] of proper gauge. All switch boards to be [switches/plugs/sockets/potentiometers] of reputed make {like Anchor} are to be provided on all electrical points. Electrical connection from CESC will be provided by the Developer and where the meter will be installed that will be, as per the advised by the CESC.

ELECTRICAL POINTS:

Bed room : Two light points, one fan points, one multi-plug point (6/16A), 1AC point and one 6A Power point.

Kitchen: One light point, one chimney/exhaust fan point, One water purifier point, one induction heater/mixer point, and one extra 5 AMP plug point.

W.C.: One light point and 1 exhaust point.

Living/Dining room: Two light points, one plug point, one Dish/ Cable T.V. point, one refrigerator point and one fan point, One AC point.

Balcony: One light point and one plug point.

Stairs: One light point in each landing.

ROOF:

Water seepage treatment to be provided.

STAIRS:

All landing and steps of stair case will be of mosaic finish may be Kota stone.

GROUND FLOOR:

All opening of Ground floor is to be laid with net cement finish and iron gate at the main entrance.

WATER SUPPLY:

One underground water reservoir for storing K.M.C supplied water and one overhead water reservoir are to be provided with adequate horsepower capacity of pump of reputed make or Deep Tubewell with Sub merseble pump set.

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

SIGNED, SEALED AND DELIVERED

By the OWNERS herein at Kolkata

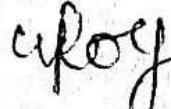
In the presence of:

1) Gora Banerjee
Nakkari Para Road
KOL-41

2) Shila Bhatta Chatterjee
245 W. H. C. Rd.
KOL-82



Ratna Kumari



Sushant Kumar Datta

Nilima Bhatta
SIGNATURE OF THE OWNERS

Drafted by me according
to the documents supplied by
the parties herein

Biswambar Paul

Biswambar Paul

(Enrollment No.- F/225/2010).

Advocate

Alipore Criminal Court

Kolkata- 700 027.

For NILIMA CONSTRUCTION



Proprietor

SIGNATURE OF THE DEVELOPER

Computer Printed by me.

Dipak Palta

Alipore Judges' Court, Kolkata - 700027.










Thumb 1st Finger Middle finger Ring Finger Small Finger

	Left Hand					
	Right Hand					

Name

Signature












Thumb 1st Finger Middle finger Ring Finger Small Finger

	Left Hand				
	Right Hand				

Name S. NARAYAN KUMAR DATTA

Signature *[Handwritten Signature]*












Thumb 1st Finger Middle finger Ring Finger Small Finger

	Left Hand					
	Right Hand					

Name SUSHANT KUMAR DATTA

Signature *Sushant Kumar Datta*

Thumb 1st Finger Middle finger Ring Finger Small Finger

	Left Hand					
	Right Hand					



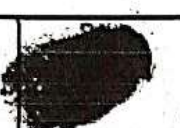








Name TANDRA ROY

Signature *[Handwritten Signature]*

		Thumb	1 st Finger	Middle finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					



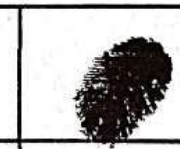
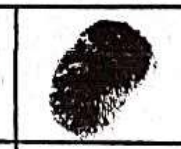

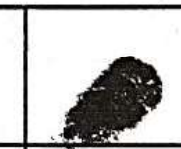





Name

Signature

		Thumb	1 st Finger	Middle finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					












Name SMT. PRATIIMA DATTA

Signature Pratiima Datta

		Thumb	1 st Finger	Middle finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					

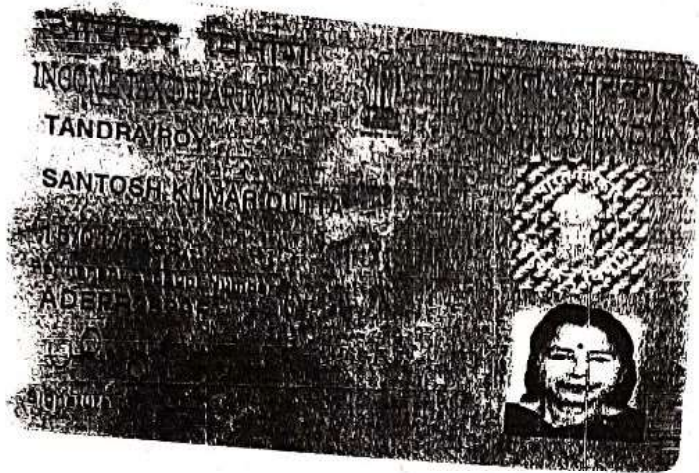
Name RATNA K. KUMAR

Signature Ratna K. Kumar

		Thumb	1 st Finger	Middle finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					

Name GAUTAM BHATTACHARYA

Signature Gautam Bhattacharya



संयुक्त बैंक लिमिटेड

RATNA K KUMAR
SANTOSH KUMAR
18/08/1961
PAN Account No
AMHPK5604M

Signature



संयुक्त बैंक लिमिटेड

PAN Secretary
Sector 11, Chandigarh
Phone - 400 614

आपका PAN कार्ड

नया सं

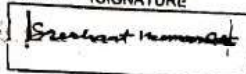


स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ACQPD9347M


नाम /NAME
SUSHANT KUMAR DATTA

पिता का नाम /FATHER'S NAME
SANTOSH KUMAR DATTA

जन्म तिथि /DATE OF BIRTH
15-10-1957

हस्ताक्षर /SIGNATURE


आयकर आयुक्त, जबलपुर
COMMISSIONER OF INCOME-TAX, JABALPUR



इस कार्ड के खो / गिर जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त,
केन्द्रीय राजस्व भवन,
नेपियर टाउन,
जबलपुर - 482 001.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-tax,
Central Revenue Building,
Napier Town,
Jabalpur - 482 001.

Sushant Kumar Datta



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AGEPB8150E



नाम /NAME

GAUTAM BHATTACHARYA

पिता का नाम /FATHER'S NAME

KALIPADA BHATTACHARYA

जन्म तिथि /DATE OF BIRTH

01-01-1962

हस्ताक्षर /SIGNATURE

Gautam Bhattacharya

EB/05

आयकर, भा.सू.क., प. नं.-१११

COMMISSIONER OF INCOME-TAX, W.B. - III

Gautam Bhattacharya

इस कार्ड के खो / मिला जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त(प्रणति एवं तकनीकी),
पी-7,
चौरीची चकबाजार,
कलकत्ता - 700 069:

In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta - 700 069.



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AATPD6799G



नाम /NAME
SWAPAN KUMAR DATTA

पिता का नाम /FATHER'S NAME
SANTOSH KUMAR DATTA

जन्म तिथि /DATE OF BIRTH
12-03-1953

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, जबलपुर

COMMISSIONER OF INCOME-TAX, JABALPUR



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRATIMA DATTA

UPENDRA MOHAN GHOSH

24/01/1934

Permanent Account Number

AHEPD3934F

Pratima Datta

Signature



In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTHSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/ लौटाएं :

आयकर पैन सेवा यूनिट, UTHSL
प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614.

Pratima Datta

