

- 11.2 Presently it is agreed by and between the Parties that the entire Project would be marketed and sold by the Developer through the marketing agency appointed by the Developer namely N.K. REALTORS.
- 11.3 The Developer and the Owner, in consultation with the marketing agency, shall determine the first basic price for sale or disposal of the spaces in the Project to be constructed by the Developer presently on the Said Land and later on Additional Land, keeping in view the economics and market response of the Project. The Marketing Agent appointed by it shall not sell or Market any Unit or Car Parking Space under such basic price. The progress of Marketing of the Project shall be reviewed monthly between the Developer, the Owner and the Marketing Agent. The Developer shall inform the Owner of the rates at which the units and Car Parking Areas are being sold and Transferred by it to the Purchasers.
- 11.4 The Parties in consultation with the Marketing Agent, shall periodically revise the rates for sale of the Units and Car Parking Spaces in the Project and the same shall be adhered to by the Developer and marketing agent.
- 11.5 In the event the Parties hereto fail to agree on a basic price for the Units and the Car Parking Spaces in the Project within a period of 6(Six) months or in the event the Units and/or the Car Parking Spaces remain unsold for a period 6(Six) months after obtaining completion certificate and/ or occupancy certificate in respect of the Project, the Owner shall, at its discretion, notify the Developer in writing to mutually allocate all unsold Units and Car Parking Spaces among the Parties and on being so notified, the Parties shall immediately mutually allocate the unsold Units and Car Parking Spaces between the Owner and the Developer in the ratio 28:72 and thereafter, no further Realisation shall be transferred to the Revenue Collection Account and sharing of any further Realisation between the Parties in terms of this Agreement shall





  
District Sub-Registrar-IV  
Registrar 11/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014



come to an end and each Party will deal with the Units and Car Parking Spaces allocated to it independently.

- 11.6 The marketing costs for the project, that is advertising/publicity, commission, brokerage, subscriptions, donations and all other expenses regarding marketing of the project shall be initially paid, borne and discharged by the Developer and the Owner shall subsequently reimburse to the Developer its proportionate share amounting to 3.5% (three decimal five per cent) of its total realization ( i.e 3.5% of 28%)

12. **MUNICIPAL TAXES AND OUTGOINGS:**

- 12.1 All Municipal rates, taxes and outgoings on the said Land relating to the period prior to the execution of this Agreement shall be borne, paid and discharged by the Owner, without raising any objection thereto. In the event of any sum paid in excess by the Owner, the Owner shall be entitled to the refund of the same.
- 12.2 As from the date of execution of this Agreement, Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the said Land and Additional Land till such time the Project is ready for occupation and completion and/or occupation Certificate is obtained from relevant authority, after which, the Transferees 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.

13. **POST COMPLETION MAINTENANCE:**





  
District Sub-Registrar-IV  
Registrar 1/5 7(2) of  
Registration Act 1908  
Alipora, South 24 Parganas  
15 JUL 2014

13.1 The Developer shall be responsible for the management, maintenance and administration of the Project or at its discretion appoint an agency to do the same.

13.2 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Project and shall collect the costs and service charge therefor (Maintenance in Charge). It is clarified that the Maintenance Charges shall include, premium for insurance of building, land tax, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

14. **COMMON RESTRICTIONS:**

14.1 The Project shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Buildings.

14.2 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 areas and facilities and/or for any purpose of similar nature, all occupants of the Project shall permit the Developer or the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

14.3 It is agreed between the parties that the Developer in consultation with the Owner shall frame a scheme for the management and administration of the Project and all the Transferees and occupiers of the Buildings in the Project –abide by all the rules and regulations to be framed by the Owner and Developer in connection with the management of the affairs of the Project.







  
District Sub-Registrar-IV  
Registrar I/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014

15. **RESPONSIBILITIES OF THE DEVELOPER:**

- 15.1 Execution of the Project shall be within the time period contained herein in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies. The Developer shall abide by all laws, bye-laws, rules and regulations of the appropriate Government and local bodies relating to the development of the said Project.
- 15.2 The Developer shall indemnify the Owner for any default in relation to the construction of the Project by any professional body, contractor, etc. appointed by the Developer.
- 15.3 The Developer shall construct the Project at its own cost and responsibility. The Developer shall be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damages, liabilities, fines, penalties, compensation, costs, charges and expenses, resulting due to omission, non-compliance or violation of any law, bye-law, rule or regulation by the Developer concerning the development of the Project or for any default or failure or breach on the part of the Developer or any agency appointed by it resulting in any accident or mishap occurring on the premises of the Project.
- 15.4 DEVELOPER hereby assures the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default provided.
- 15.5 All tax liabilities and levies by whatever name called in relation to the development/construction of the entire Project, shall be paid by the Developer.





  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014



- 15.6 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Project.
- 15.7 The Developer shall be responsible for all labourers, workmen and personnel employed by it for construction of the Project in terms of this Agreement and shall bear and make all payments to such personnel and workmen, including all statutory payments and the Owner shall not be liable in respect of any default committed by the Developer towards any of its workmen, labourers or personnel employed by the Developer.
- 15.8 The defect liability period in respect of the Project shall be 12 months from the date of obtaining completion certificate from the concerned municipal authority. If any defects are observed during the said period of 12 months on account of fault in workmanship or quality of materials used or for any other reasons, the same shall be rectified and/or replaced by the Developer at its own costs and expenses.

16. **RESPONSIBILITIES OF THE OWNER:**

- 16.1 The Owner undertakes to acquire the Additional Land at its costs and expenses-within 12 months from the date hereof.
- 16.2 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said Land by construction of Project there upon.
- 16.3 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 16.4 The Owner hereby covenants not to cause any interference or hindrance in the construction of the Project.





  
District Registrar - IV  
Regulation 115 (12) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014



16.5 The Owner shall not do anything whereby the Developer is prevented from developing, constructing, completing the Project and selling, assigning and/or disposing of any part or portion of the constructed area or saleable area attributable to Developer's Allocation except if the Developer commits any breach of the terms and conditions hereof.

**17. INDEMNITY:**

17.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the other party including any act of default of obtaining any permission or violation of rules, regulations or bye-laws or arising out of any accident or otherwise.

17.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer or arising from any successful claim by any third party for any defect in title of the said Land or the said Additional Land.

17.2 Notwithstanding the right of the Owner to receive 28% of the Realisation amount in terms of Clause 10.7 of this Agreement, the Owner shall not be liable in the event of any delay in construction of the Project for any reasons whatsoever, or any default committed by the Developer in terms of this Agreement or of any claim made by the Transferees in any forum, and the Developer shall indemnify the Owner for any loss or damage suffered by the Owner arising out of any default committed by the Developer.

**18. MISCELLANEOUS**

18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.







  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Asansol, South 24 Pgs. Asansol  
15 JUL 2014

- 18.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.3 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.
- 18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 18.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.6 The stamp duty on this Agreement and all costs and charges for registration of this Agreement shall be borne and paid by the Developer.
- 18.6 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Project and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect thereof.
- 18.7 If the Developer is able to obtain sanction for construction of an additional floor from the Rajpur-Sonarapur Municipality, in such event such additional floor shall be constructed by the Developer at its costs and expenses and upon construction of such additional floor the same shall be divided by and between the Owner and the Developer in the ratio 28 : 72.
- 18.8 In case, there is any further FAR sanctioned by the Rajpur Sonarapur Municipality, in such event, the Developer shall be entitled to carry out such additional construction at its own costs and expenses and such additional area shall be shared between the parties in their respective proportion mentioned herein above. The





*Q*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
South 24 Parganas  
15 JUL 2014



costs, charges and expenses for such additional construction, shall be paid and borne by the Developer.

**19. DEFAULTS:**

19.1 The following shall be the events of default:-

- a) If the Owner fails to comply with any other obligation contained herein.
- b) If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein.
- c) If the Developer fails to comply with any other obligations contained herein.

19.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within 30 days and in the manner to be mentioned in the said notice.

19.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

19.4 In the event the defaulting Party fails to remedy such default within the abovementioned period of 30(thirty days), the aggrieved Party shall be entitled to serve a final notice on the defaulting party, after which the aggrieved party shall be entitled to refer the matter to arbitration to terminate this Agreement after providing a termination notice to the defaulting Party.

19.5 On termination of this Agreement prior to completion of construction of the Project, the completed Units and/ or Car Parking Spaces in the Project shall be sold to intending Purchasers and Transferees and the Realisation amount arising therefrom shall be shared between the Owner and the Developer in the ratio





*A*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
15 JUL 2014



28:72 respectively. In such event, the possession of the Land and the Additional Land where construction has not been done, shall automatically come back to the Owner on 'as is where is' basis and the Developer shall, without any protest, claim or demand, hand over possession of the Said Land and Additional Land to the Owner and thereafter, the Owner shall be free to deal with the Said Land and Additional Land in the manner it wishes. However, for those Building Blocks which are under construction and/or booking accepted from intending buyers, the Developer will complete the same within reasonable time as mutually decided.

**20. FORCE MAJEURE:**

20.1 Force Majeure shall mean and include an event preventing the Developer from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Developer so prevented and does not arise out of any breach by it of any of its obligations under this Agreement, which shall be limited to, flood, fire, explosion, earthquake, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of the Developer) or any relevant Government or Court orders affecting construction of the Project.

20.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owner 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, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected







  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore South 24 Patna  
15 JUL 2014

operations in order for it to perform its obligations. The Developer shall not 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.

- 20.3 The Developer 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.

21. **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.

22. **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 all the Parties.

23. **NOTICE:**

- 23.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant





  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore South 24 Perganas  
15 JUL 2014



Party (or such other address as is otherwise notified by each party from time to time).

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

23.2.1 If delivered personally, at the time of delivery.

23.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

23.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

23.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

24. **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 and also claim any loss, damage costs and expenses caused due to such breach.





  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore West 24 P.S. Burdwan  
15 JUL 2014

25. **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 negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitral tribunal shall consist of three arbitrators, one to be appointed by each of the Parties and the third arbitrator shall be appointed by the two arbitrators so appointed. The arbitration proceedings shall be conducted at Kolkata and in English.

26. **JURISDICTION:**

The Courts of Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SAID LAND)**

**ALL THAT** the piece and parcel of land containing an area of 50 Bighas be the same a little more or less situate lying at in the following Mouzas:-

- i) Piece and parcel of land containing an area of 789 decimals equivalent to 24 Bighas 1 Cottahs 5 Chittacks 23.4 Sq.ft. be the same a little more or less situate lying at Mouza Jagaddal, J.L. No.71, Police







*[Signature]*  
District Sub-Registrar-IV  
Registrar 1/6 7(2) of  
Registration Act 1908  
Aligarh South 20 Parganas  
15 JUL 2014

Station-Sonarpur, in the District South 24-Parganas comprised in the following dag and khatian numbers:-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Classification	Area
786	936	132	2308, 2307, 2306 & 2305	Danga	12 decimals
783	933	289 R.S. Khanda Khatian Nos.1296 & 1305 coming from Khatian No.368	2595	Danga	27
781	931	1372	2308 & 2305	Sali	11
781	931	1372	2307 & 2306	Sali	11
787	937	132	2308, 2307, 2306 & 2305	Danga	12
790	940	353	2595 2054	Danga	39.5
784	934	289 R.S. Khanda Khatian Nos.1296 & 1305 coming from Khatian No.368	2595	Sali	37
791	941	2031	2595	Danga	21
757	910	902	Do	Sali	37
758	911	918	-do-	-do-	35
759	912	920	-do-	-do-	09
760	913	39	-do-	-do-	33
763	916	127	-do-	-do-	05
765	918	203	-do-	-do-	29
766	909	22	-do-	-do-	07





*[Signature]*  
District Sub-Registrar-IV  
Registrar (U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014



769	919	82	-do-	-do-	42
772	922	38	-do-	-do-	20
773	923	189	-do-	-do-	05
773/1362	-do-	15	1508	-do-	02
774	924	139	2595	-do-	06
776	926	189	2595 1501	-do-	04
793	943	85	2595	-do-	09
794	944	85	-do-	-do-	09
795	945	127	-do-	-do-	11
796	946	85	-do-	-do-	07
797	947	127	-do-	-do-	18
799	949	85	-do-	-do-	16
800	950	85	-do-	-do-	18
801	951	85	-do-	-do-	15
803	953	201	-do-	-do-	14
804	954	89	-do-	-do-	17
805	955	1133	-do-	-do-	25
806	956	203	-do-	-do-	37
807	957	336	-do-	-do-	11
808	958	338	-do-	-do-	19
809	959	95	-do-	-do-	06
810	960	95	-do-	-do-	03
811	961	95	-do-	-do-	03
812	962	22	-do-	-do-	26
815	965	138	-do-	-do-	23
816	966	82	-do-	-do-	27
817	967	920	-do-	-do-	04
818	968	203	-do-	-do-	37
820	969	134	-do-	-do-	29
					789 decimals

ii) Piece and parcel of land containing an area of 873.5 decimal equivalent 26 Bighas 8 Cottahs 2 Chittacks be the same a little more or less situate lying at Mouza Elachi, J.L. No.70, Police Station-Sonarpur, in the District South 24-Parganas comprised in the following dag and khatian numbers:-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Classification	Area in decimal
1622	1646		1270	Danga	12
1623/2142	1647		-do-	Danga	7
1644	1666		-do-	Sali	16
1621	1645		-219, 298,477,1270	Bagan	10





  
District Sub-Registrar-IV  
Registration 11/5 7(2) of  
Registration Act 1908  
19 JUL 2014

1612	1636		219, 298, 1270	Danga	18
1638	1660	375	1108 & 1109, 896, 1270	Sali	10
1614	1638	198	1270	Danga	44
1637	1659	197	32,139,477, 507, 792, 913,959 and 1270	Danga	16.42
1623	1648		1270	Danga	9
1624	1649		1270	Danga	9
1636	1658	R.S. Khanda Khatian No.919 from Khatian No.433	1270	Danga	16.5
1615	1639	Khanda 995, 996, 997 come from 390	1270	Sali	30
1616	1640	195	1270	Sali	17
1619	1643	195, 197, 423, 31, 139, 507, 792, 913	477 and 1270	Danga	03
1620	1644	-do-	32, 139, 477, 507, 792, 913, 959	Danga	10
1636	1658	433	1270	Sali	51
1639	1661	428	1270	Sali	19
1640	1662	447	622, 1270	Sali	22
1642	1664	279, 331	297, 765,787, 1270	Sali	10
1645	1667	195, 423	1270	Sali	16
1646	1668	447	-Do-	Sali	59
1647	1669	375	-Do-	Sali	32
1649	1671	566	-Do-	Danga	44
1650	1672	195, 196	-Do-	Sali	22
1651	1673	195, 196	-Do-	Danga	36
1652	1674	195, 196	-Do-	Bastu	36
1653	1675	195, 196	-Do-	Danga	36
1654	1676	470	-Do-	Sali	51
1655	1677	749	-Do-	Bagan	05
1656	1678	178	-Do-	Danga	14







  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore West, West Bengal  
15 JUL 2014

1657	1679	530	-Do-	Sali	34
1660	1682	447	-Do-	Sali	37
1661	1683	205	896, 1270	Sali	48
1662	1684	761	1270	Sali	39
1672	1694	375	896	Sali	35
					873.5

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**COMMON AREAS, FACILITIES AND AMENITIES**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefore.
8. Water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G. transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.





*A*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South District Bangalore  
15 JUL 2014



10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Halls, terrace and roofs of Buildings.
14. Swimming Pool(s), Lawns and Playgrounds,
15. Temples,
16. Lounges,
17. Club.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**EXTRAS, DEPOSITS AND CHARGES PAYABLE IN TERMS OF THE**  
**AGREEMENT**

Common Expenses/ Maintenance Charges: as may be levied.

Upgradation of Fixtures and Fittings in addition to the Specifications provided herein.

Sinking Fund: to be decided and collected by the Developer from the prospective purchasers-/ transferees of saleable areas.

Cost of Transformer and allied installation

Charges towards formation of Association

Legal Charges

Taxes: deposits towards Municipal rates and taxes, etc.

Club charges

Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Project.





  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 PPS  
15 JUL 2014

Stamp Duty and Registration Fees/Charges

Generator: stand-by power provision to the Said Project from diesel generator/s for the intending purchasers/ transferees may be made available at extra costs payable to the Developer.

Any betterment charges as mutually decided between Owner and Developer.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**SPECIFICATIONS**

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

**EXTERIOR ELEVATION:** To be designed by the architect, finished with superior exterior finish.

**INTERIOR WALLS:** Brick walls finished with cement plaster and good quality plaster of Paris.

**BATHROOM:** Antiskid ceramic tiles flooring with wall dado of ceramic tiles up to 7 feet height from the floor with good quality CP fittings and Coloured sanitary ware.

**WINDOWS:** Anodized Aluminium/UPVC sliding windows with glazing.

**DOORS:** Good quality Polished Wooden panel main Door with night latch and magic eye, Internal doors flush core moulded shutters with enamel paint.

**ELECTRICALS:** Concealed copper electrical wiring, with Modular switches, Adequate number of light, A.C., T.V. and Telephone Points, Geyser and Exhaust points in Kitchen, Washing machine point, Provision for split A.C. Points.

**LIFTS:** Automatic Passenger lift in each tower.







District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014

**KITCHEN :** Granite Platform with stainless steel sink, Dado-Ceramic tiles 2 feet high above granite counter.

**FLOOR:** Good quality vitrified tiles in drawing & Dining and in all Bed Rooms.

**FIRE FITING:** Fire detection and protection.

**GENERATOR:** A suitable standby diesel generator back up shall be provided as standby for all Lifts, building common area lighting and water pump.

DG backup for 2 B/R - .75 KVA.3 B/R-1 KVA at extra cost.

**CABLE TV AND CCTV:** Permission for Cable TV and Close Circuit TV.





  
District Sub Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore South 24 P.O. Alipore  
15 JUL 2014



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

The COMMON SEAL of B.K. Consortium Engineers Pvt. Ltd. has hereunto been affixed pursuant to the Resolution passed by the Board of Directors of the Company on 06.06.2014 and these presents have been signed by Sri.B.K.Mozumder Managing Director on behalf of the Company at Kolkata in the presence of:

B.K. Consortium Engineers Pvt. Ltd.

*[Signature]*  
Director

(*Bejan Kumar Mozumder*)

1. *Chanchal Mozumder*

2. *Srijal Surya Sarkar*  
36/1A Egan Road  
Kolkata - 700086

The COMMON SEAL of Srijan Realty Private Limited has hereunto been affixed pursuant to the Resolution passed by the Board of Directors of the Company on 06.06.2014 and these presents have been signed by Shri Shyam Sunder Agarwal, Managing Director on behalf of the Company at Kolkata in the presence of:

SRIJAN REALTY PRIVATE LIMITED

*[Signature]*  
Director/Authorised Signatory

1. *Chanchal Mozumder*

2. *Srijal Surya Sarkar*

*[Signature]*  
*[Signature]*  
*[Signature]*  
4/23



16. 11. 14  
10. 11. 14



11-11-14

*[Signature]*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014



**RECEIVED** of and from the within-named Developer the within-mentioned sum of **Rs.75,000,000/- (Rupees Seven Crores Fifty Lacs)** Only as an interest free refundable security deposit for the development of our land as per Memo below:-

**MEMO OF CONSIDERATION**

DATE	CHEQUE NO	BANK	FAVORING	AMOUNT
11.06.2014	005054	KOTAK MAHINDRA	B.K.CONSORTIUM ENGINEERS PVT.LTD	75,000,000

**Rs.75,000,000/- (Rupees Seven Crores Fifty Lacs Only)**

**WITNESSES :**

1. *Chanchal Kumar Hozeerudat*

B.K. Consortium Engineers Pvt. Ltd.

*[Signature]*  
Director

2. *Agast Surge Sarkar*

\_\_\_\_\_  
Signature of the Owner





*A*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
15 JUL 2014

**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Bijan Kumar Mazumdar*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name..... *Bijan Kumar Mazumdar* .....

Signature..... *Bijan Kumar Mazumdar* .....



*Shyam Agasai*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name.....

Signature..... *Shyam Agasai* .....

**PHOTO**

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name.....

Signature.....




*[Signature]*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
15 JUL 2014



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 31  
Page from 822 to 875  
being No 05377 for the year 2014.



  
(Tridip Misra) 22-July-2014  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal

(1)  
15-07-14  
15-07-14

Handwritten notes on the left side of the page, including the number 115.