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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 075325

THIS DEVELOPMENT AGREEMENT is made on this 7th day of August, Two Thousand and Fourteen

BETWEEN

M/S. SIMPLEX PROJECTS LTD., (a registered Company under the Companies Act, 1956), represented by represented by Mr. Anil Jain, son of Dr. K. K. Jain, aged about 56 years, General Manager (Commercial) & Company Secretary and Authorized Signatory, having its registered address at: 12/1, Nellie Sengupta Sarani, Police Station – New Market, Kolkata - 700087, hereinafter called "OWNER" (which expression shall where the context so admits to include its successors in office, administrators or permitted assigns) of the ONE PART :

AND

SHREE RSH PROJECTS PVT LTD, a company having been incorporated under the Companies Act 1956, represented by Mr. Hari Prasad Sharma, Son of Late Sanwarmal Sharma, aged about 48 years, Director of Shree RSH Projects Pvt Ltd, having its registered office situated at 20, O.C. Ganguly Sarani (Lee Road), Kolkata 700020 Police Station Bhowanipore, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless repugnant to the context shall deem to mean and include its successor and/or successors in interest and assigns) of the OTHER PART

WHEREAS :

A. By a Deed of Conveyance dated November 29, 2010, duly registered in Book No.1, CD Volume No. 20, Pages 3381 – 3395, Being No.04304 for the year 2010 with the office of District Sub-Registrar, South 24-Parganas, West Bengal, the Kolkata Improvement Trust (KIT) through its OSD sold and transferred ALL THAT piece and parcel of land measuring 43.09 Kottahs, lying and situate at Block No.17-D in Scheme No.118, of the surplus land of KIT morefully described in the Schedule hereunder written and shown delineated in the map or plan annexed hereto and bordered RED and is hereinafter referred to as the said premises, to the Owner herein.

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the entire contents of this document are the part of this (Official)

Asst. Dist. Sub-Registrar
Kolkata Improvement Trust

24 AUG 2014



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B. Pursuant to the said Deed of Conveyance the Owner was put into possession on November 24, 2010

C. The Owner has obtained sanction of a building plan from the Kolkata Municipal Corporation being Building Permit No. 2012100/44 dated 1st August, 2012 for construction of a multi-storeyed building comprising a total constructed area of 10,578 Square meter. The said plan is valid till August 17, 2017 and is hereinafter referred to as the sanctioned plan

D. The Owner has represented that the said plan is valid and subsisting

E. Believing the said representation to be true and correct the Developer and the Owner has inter alia agreed as follows :

(i) The Developer will develop the said premises by constructing a multi-storied building thereon and the constructed area will be shared in the ratio of 50: 50 between the Developer and the Owner;

(ii) The Developer will be entitled to change at its own cost the building plan and after getting the same approved by the Owners in writing and submit the same to the Kolkata Municipal Corporation and obtain sanction of the said new building plan within 6 months from the date of submission thereof;

(iii) The building shall be constructed within a period of 48 months from the date of signing of this agreement and subject to any 'force majeure' condition;

(iv) The Developer shall make an interest free deposit a sum of Rs. 21 Lacs with the owner on execution of this contract which shall be adjusted at the rate of Rs. 9,100/- per sq ft of the saleable area from the Owners allocation;

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(3)

(v) The Owner has clarified that the property under consideration in this agreement has been mortgaged to the bank to raise construction finance. However once the above mentioned amounts have been received, the Owner assures the Developer that it will pay the banks and get the charges/ mortgage released from the bank immediately on receipt of the amount in clauses (iv) and (v) above and keep the property free from such lien and / or charge in future.

(vi) Before applying for the Completion Certificate and after completion of the building in whole the Developer will be entitled to a certain sums of money amounting to Rs. 200 per sq ft as mentioned in the flat buyers agreement to form a no lien corpus for the maintenance company and/or association for the purpose of maintenance of the building to be constructed of the said premises. The same shall be deposited in a Risk Free Government of India Fund/ Fixed Deposit and only the interest/ dividend/ income accrued on the same shall be used till the said 5 year period. Thereafter whenever the Association is made the same will be transferred to the Association or Maintenance company which shall decide on the allocation of investment and use of the same. Only the Unit owners shall be the members of the Maintenance Body which will be formed as per the Maintenance Association Guidelines. The Developer shall at its own cost only form this body, get the election conducted and hand over the same to the Maintenance Association of the flat owners. The same shall be applicable in the case of the Owner and Developer in the event they choose to retain any flats;

(vii) In addition thereto the Developer by way of maintenance service shall be entitled to collect from the purchasers of the constructed area of the said premises a sum Rs. 5 per sq ft mentioned in the Flat Buyers Agreement towards maintenance charges for a period of 5 years. On expiry of the period of five years from the date of completion of the project the Developer shall hand over the maintenance to a separate company along with the Corpus and any money remaining to the Owners of the respective Unit/ Flats will be to the members thereof;

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(viii) The Developer at its own cost shall install a Diesel Generating Set of minimum capacity to provide 100% power back of the entire development including flat and common areas not exceeding 5 KVA per apartment. DG Capacity shall be at 70% of load factor and 70% over all diversity for apartment as well as for common area. The Developer shall also install a Transformer and an air conditioning VRV outdoor unit at its own cost in the said premises subject to the realization of the charges from the intending purchaser and also from the Owner/Developer in the event they retain any flats;

(ix) The marketing of the Project shall be done by the Developer at its own costs charges and expenses. However the Owners name will be present in all such marketing materials. The sale price shall be fixed by the Developer with prior due intimation to the Owner. The sale proceeds of respective allocation shall be retained and kept by respective party. Each party shall inform the other of the sale of unit actually done to avoid confusion and track the project sales in order to fix the sale price till the entire sales have been concluded. There will be no sale below the decided price post signing of this agreement

(x) The Owner shall clear all the dues of the KMC towards the property tax in respect of the said Premises till 30th June 2014. Thereafter all taxes and levies of the concerned authorities and other authorities shall be paid by the developer in respect of the said premises;

(xi) The allotment of the constructed area shall be in the following manner :

OWNER'S ALLOCATION : Top duplex flat and all flats starting from the lower level in the ratio of 50:50 apart from 400 sq ft showroom on the Ground floor.

DEVELOPER'S ALLOCATION : All upper floor save and except the top duplex flat in the ratio of 50:50 apart from 400 sq ft showroom on the Ground floor subject to sanction by concerned authorities.



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(xii) The Owner shall take care and be responsible for all cost charges and expenses towards litigation in respect of the title of the land only. Any other litigation and or dispute shall be the sole responsibility and liability of the developer of whatsoever nature.

(xiii) The choice of advocates will remain with the Owner only;

(xiv) The Original title deeds and documents once released from the bank in respect of the said premises shall be kept in a bank locker under joint custody of the owner and developer;

(xv) The Owner has sold certain areas/ flats which shall be from the Owners Allocation. The agreed rates shall not be applicable to the pre-sold flats;

(xvi) The Owner will be entitled to a 400 sq ft space on the Ground floor from their Allocation. The top floor and roof shall be shared equally;

(xvii) The Total Saleable Area of flats will be as per the area provided in the revised sanctioned plan subject to the minimum area already sanctioned in the prevailing plan;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED DECLARED RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO as follows :

12

13

ARTICLE - I : COMMENCEMENT

1.1 This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.

14

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ARTICLE – II : OWNER'S RIGHT AND REPRESENTATION

2.1 At or before entering into this Agreement the Owner has assured and represented to the developer as follows :

(i) That the Owner purchased the said premises from KIT (state of West Bengal) and the developer has found the same to be true and correct;

(ii) That subsequent to the purchase as aforesaid, the owner is the absolute owner having a clear marketable title to the entirety and in complete possession of the said Premises more fully described in the First Schedule hereunder written;

(iii) That the said premises more fully described in the First Schedule is free from all encumbrances charges, liens, mortgages, attachments, trusts acquisition and/or requisitions whatsoever or howsoever;

(iv) That the Owner is in peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in any part or portion thereof and the Owner has not entered into any agreement for development with anyone else; except as stated in Clause (xv).

2.2 That the Developer has checked and verified the title of the Owner and accepted the title of the owner in respect of the said premises but in the event of failure of the Owner to protect the Title the Owner shall refund the entire sums paid by the Developer to the Owner in terms of this agreement and the cost of construction at site which will be decided mutually. No other claims of any kind shall be raised or payable by the Owner;

2.3 In case of failure on the part of the Owner to protect the title in respect of the land in such case the Owner and the Developer shall refund the entire amounts collected from the intending purchaser of the respective allocation. The Owner shall also reimburse the cost of construction done at site and all sums paid by the Developer to the Owner in such events;

ARTICLE – III : DEVELOPER'S RIGHTS

3.1 The owner has agreed to grant the exclusive right of development and commercial exploitation in respect of the said premises unto and in favour of the Developer and to undertake development of the said premises and construct erect and complete the building comprising of several self contained units apartments and car parking spaces to be held and/or enjoyed independently of each other in the manner as contained herein.

3.2 The Owner doth hereby grant exclusive license and right to the Developer subject to terms and conditions mentioned herein to enter into and upon and hold the said premises for the purpose of undertaking the work of construction erection and completion of the said new building and/or buildings in the said premises and the same shall not be construed to be transfer within the meaning of Section 2(47) of the Income Tax Act, 1961.

3.3 The Developer shall have the right to prepare a revised building plan at their own cost and expenses for development of the said premises and to obtain sanction of the same from the Kolkata Municipal Corporation within a period of 6 months from the date of submission thereof. The Developer shall be entitled to prepare the plan in accordance with its own choice with due prior intimation to the owner before applying for sanction;

ARTICLE - IV : POSSESSION

4.1 Immediately on payment of Rs. 21 Lacs as stated herein, the Developer will be put in possession of the said premises on as is where is basis;

ARTICLE - V : DEPOSIT AND CONSIDERATION

5.1 In addition to the costs, charges and expenses agreed to be borne, paid and discharged by the Developer for undertaking development of the said premises, the Developer has on or before execution of this agreement pay to the Owner a sum of money as stated in Clause iv).

ARTICLE - VI : PLAN/ PERMISSIONS

6.1 For the purpose of undertaking development of the said premises the Developer will cause a revised plan to be prepared with due intimation to the Owner in writing will submit the same to Kolkata Municipal Corporation for sanction and make construction of new building and/or buildings on the said premises as per the sanctioned building plan with such modification as may be permitted in accordance with law and the Developer shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. The Developer undertakes that all fees or other amounts payable, in this connection will be paid and borne by the Developer only.

6.2 The owner hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required for the above.

ARTICLE - VII : SPACE ALLOCATION

7.1 In consideration of the above, it has been agreed by and between the parties hereto that the entirety of the saleable spaces which shall form part of the new building to be constructed, erected and completed at the said premises comprising various Flats, Units, Apartments and Car Parking Spaces shall be divided into two parts, namely the Owner's allocation and the Developer's allocation. The specification of construction materials, flooring and interiors and exteriors shall be same and identical.

7.2 The Owner's allocation shall comprise of 50% of the total constructed area/Saleable Area in the new building to be constructed in the said premises comprising of various Flats/Units/Apartments/Roof, constructed spaces, open spaces and/or Car Parking Spaces both open and covered and all other saleable spaces together with undivided proportionate share in the land comprised in the said premises and attributable thereto together with undivided proportionate share in all the common parts, portions, areas and facilities shall belong to the owner (hereinafter referred to as "the Owner's allocation").

7.3 The remaining 50% of the total constructed area/saleable area in the new building to be constructed in the said premises comprising of various Flats/Units/Apartments/Roof, constructed spaces, open spaces and/or Car Parking spaces both open and covered and all other saleable spaces together with undivided proportionate share in the land comprised in the said premises and attributable thereto together with undivided proportionate share in all common parts, portions, areas and facilities shall belong absolutely to the Developer (hereinafter referred to as "the Developer's allocation").



7.4 That the owner undertakes that the owner shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer of the Developer's allocation in favour of the developer or its nominee or nominee at the cost of the Developer or its nominee or nominees and the owner agrees to join as Vendor in the said Deed of Conveyance to be executed in respect of the transfer of the Developer's allocation together with undivided proportionate share of the land comprised in the said Premises attributable to the Developers allocation in favour of the Developer's transferees and the Developer shall join as Confirming Party/Developer in the said Deed of Conveyance. The said Deed of Conveyance shall be executed by the Owner only after receiving possession of its allocated space complete in all respect.

ARTICLE – VIII : NEW BUILDING

8.1 After sanction of building plan the Developer shall at its own cost construct erect and complete the new building in the said premises in accordance with the building plan with materials as per specification given in the Second Schedule hereunder written including the portion of the owners allocation.

8.2 The Developer shall be authorized to apply for and obtain temporary connection of water, electricity to the new building for the purpose of construction or enjoyment of the building

ARTICLE – IX : OBLIGATION OF THE DEVELOPER

9.1 The Developer shall:

- i. take such steps as are necessary to divert all pipes, wires, cables or other any other conducting media in, under or above the project or any adjoining or neighboring premises and which need to be diverted as a result of the development.
- ii. install all utilities not limited to electricity, gas, water, telecommunications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
- iii. serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iv. in respect of the development of the said premises pay all costs, fees and outgoings incidental to or consequential, or any such notice and keep indemnified the owner from and against all costs charges claims actions suits and proceedings.
- v. remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building in accordance with the said plan
- vi. incur all costs including Provident fund, taking insurance coverage for labour, material and third party (including sub-contractors), charges and expenses for the purpose of constructing erecting and completing the said new building in accordance with the said plan
- vii. not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof and be responsible and liable for the same

- viii. not expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Statutory agencies, both local and central, for things and services which may arise under this agreement, to the Architect, the Engineers and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.
- ix. The Developer expressly agrees that till such time the aforesaid cost/s and/or losses are not fully settled, the Owner shall not execute and register the Deed/s of Conveyance for the Developer's Allocation proportionate to the unpaid/ unsettled amount or part thereof.

ARTICLE – X : OWNER'S OBLIGATIONS

10. The Owner has agreed :
- i. For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments with Statutory Government authorities as may be necessary and/or required to enable the Developer to undertake construction of the project and/or Buildings in accordance with the said plan.
 - ii. To execute a Power of Attorney in favour of the Developer's nominees/Directors for the purpose of (i) obtaining sanction of the building plan and to undertake and complete the construction (ii) transfer of the Developer's allocation in favour of the intending Purchasers subject to the same shall be done only after putting the Owner in possession of its allocated space as per the terms of this agreement
 - iii. To execute the Deed of Conveyance/Lease in respect of the Developer's allocation in favour of the intending purchaser acquiring units' apartments constructed spaces and car parking spaces forming part of the Developers Allocation only after receiving of its allocated space in terms of this agreement.
 - iv. Subject to the Covenants of this agreement not being violated the owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said Project.

ARTICLE – XI : ADDITIONAL AREA

11.1 In case if any extra sanction is available/ constructed over and above the area as per sanctioned building plan then the same shall belong to the Developer and Owner in Equal ratio as per this agreement;

ARTICLE – XII : POWER OF ATTORNEY

12.1 Simultaneously with the execution of this Development Agreement the Owner shall execute a General Power of Attorney in favour of the Developer's Nominees/Directors for the purpose of obtaining the sanction of the Building Plan and necessary permission approvals and sanctions from different authorities in connection with the construction of the said new buildings and also for pursuing and following up the matter with the Kolkata Municipal Corporation, Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, for obtaining Lift, License, permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or modification and changes of the plan and for obtaining the completion and Occupancy Certificates and other Authorities and for booking and/or entering into agreement for sale of saleable area forming part of the Developer's allocation in the said premises keeping the Owners totally indemnified.

12.2 Any refund / adjustment/ credit of the initial Sanction fee paid by the Owner to the Municipal Corporation will be returned to the Owner only.

ARTICLE - XIII: BUILDING

13.1 The Developer shall at its own cost shall construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described hereunder written and the common facilities and amenities hereinbefore mentioned with standard materials as may be certified by the Architect of the said Project and the same shall be completed within 42 months of receiving fresh sanction. Any improvement in the specification shall be for the Owners Allocation also.

13.2 It is made clear that the Owner/Developer and/or all unit buyers thereof shall share in common the proportionate charges for payments, deposits as per the flat buyers agreement only

13.3 The Developer shall be authorized in the name of the Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron bricks, sand other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the project and other inputs and facilities required for the construction of for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees Director Power of Attorney and other authorities as shall be required by the Developer. Power of Attorney will remain in force until the Municipality or statutory authorities issue a completion Building Certificate and till all the Deeds of Conveyance of the various Unit Holders are executed and registered.

13.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the Project and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.

13.5 Developer shall insure that all PF, to the labourer and/or Contractors/ Sub-Contractors, due and payable are maintained at site and dispensed with on a monthly basis. Any liability on this account will accrue to the Developer and the Owner will be completely indemnified on this account.

13.6 All costs charges and expenses including Consultants, Architect's fees and Structural Engineers' fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.

13.7 The building/s shall be deemed to be complete in all respects only when the building/s a whole and each flat/unit therein in particular is in a fully habitable condition.

ARTICLE - XIV : NEGATIVE COVENANT

14.1 The Owner and the Developer have agreed (i) not to transfer its right title interest in the said premises during the continuance of this Agreement (ii) not to create any interest of any third party in respect of the said premises and (iii) not to charge and/or mortgage the said premises in any manner whatsoever other than that existing which will be vacated within 3 months of this agreement.

ARTICLE - XV : MISCELLANEOUS

15.1 The demarcation will be top duplex flat and all flats starting from the lower level in the ratio of 50:50 apart from 400 sq ft showroom on the Ground floor to the Owner/s and all upper floor save and except the top duplex flat in the ratio of 50:50 apart from 400 sq ft showroom on the Ground floor to the Developer.

15.2 The roof right will be jointly held and both Owners and Developers right on the roof including future development if any will be as per the tenets of this agreement unless otherwise agreed in writing.

15.3 Any intending purchasers can create a charge or mortgage in respect of area/Unit intending to purchase to any Bank, financial Institution or private financiers to obtain loan and in such cases the Owner will give full cooperation and sign such papers as may be required by the Bank or Financial Institution or Private Financiers. However it is made clear that Owner will under no circumstances will be liable to pay such loans or any portion thereof nor will it have any financial implication on the Owner.

15.4 The work of construction will be completed within a period of 48 months from the date of signing of this agreement. In case of delay Owner shall have a lien on the Developers Space to recover the losses beyond the said cumulative period of 48 months post signing of this Agreement.

15.5 The Developer and the Owner shall both be Confirming Party in the Agreement of the other Party's share.

15.6 First possession to be given to the Owner before Developer can give possession of its Allocation to its Nominee / Buyer.

ARTICLE - XVI : DOCUMENTATION AND LEGAL FEES

16.1 All the agreements, Sale deeds and other documents for transfer of the Owner's allocation and the Developer's allocation shall be prepared by Mr Srenik Singhvi, Advocate of 7C, Kiran Sankar Roy Road, Kolkata in consultation with Advocate Mr Neelesh Choudhury of 10, Old Post Office Street, Kolkata—700001 and the legal fee shall be charged and payable by the ultimate buyer, shall be shared by Mr. Srenik Singhvi with Mr Neelesh Choudhury in Equal ratio.

ARTICLE - XVII : MEDIATION AND ARBITRATION

17.1 Any claim, dispute or controversy between the Developer and the Owner or arising from or relating to this agreement or the relationships which result from this agreement, including the validity of this arbitration clause or the entire agreement, including any that remain unresolved 120 days after an agreement for mediation, shall be resolved by binding arbitration under the relevant Indian Arbitration and Conciliation Act.

17.2 Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

ARTICLE - XVIII : FORCE MAJEURE

18.1 A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption. No party is entitled to terminate this Agreement under any Clause in such circumstances.

18.2 If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 18 (Force Majeure).

19 AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN the parties hereto that :-

19.1 This agreement shall not be cancelled and the Power of Attorney given by the owner cannot be revoked save as provided in this agreement.

ARTICLE XX: COMPLETION & BREACHES

20.1 In the event of any delay and/or default on the part of the Developer to complete the project within the agreed time mentioned and without prejudice to the Owner's right the Owner shall be at liberty to complete the project by itself or through any other party/ parties at the cost of the Developer;

The cost/s of such completion and losses of any manner incurred on account of delay shall be adjusted/ recovered by the Owner - (i) firstly from the refundable Security Deposit lying in the hands of the Owner, (ii) secondly from the sale proceeds of the sold/unsold Developer's Allocation (the Owner shall be entitled to call and receive the consideration amount as and when they become due from the Buyers of the Developers Allocation and the Developer agrees to the same and (iii) any sum/balance if available with the Owner shall be refunded to the Developer without interest and subject to any force majeure conditions.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a block of revenue free KIT surplus land in KIT Scheme No. 118 at premises now known as Block No. 17-D, Prince Gulam Md. Shah Road, Kolkata 700045 measuring an area 2878.651 sq mtr. (43.04 kottahs) be the same a little more or less formed out of original premises No. 3 (portion), Russa Road, South 1st Lane comprising Dag No. 660, 661, 663, 664, 665, 666, 781, Touzi No. 56, Mouza - Chandpur, District - 24-Parganas (South), Ward No. 94, Thana - Jadavpur, Registration Office Alipore, butted and bounded as follows :

together with 700 sq ft plot that is placed

places

ON THE NORTH BY : 2.20 meters wide KIT Road and 18.00 meters wide KIT Road in Scheme No. 118

ON THE EAST BY : 12.00 meters wide KIT Road in Scheme No. 118

ON THE SOUTH BY : P-17A (Portion), I.O.C.L. Housing Complex & P-17A (Portion) Chatuskon Housing Complex in Scheme No. 118; and

ON THE WEST BY : P-17A (Portion), I.O.C.L. Housing Complex & P-17A (Portion) Chatuskon Housing Complex and 18.00 meters wide KIT Road in Scheme No. 118

THE SECOND SCHEDULE ABOVE REFERRED TO

(Fittings fixtures and amenities to be provided in the Unit to be built at KIT Scheme No. 118 at premises now known as Block No. 17-D, Prince Gulam Md. Shah Road, Kolkata-700045)

Specification :-

LIVING/DINING LOBBY/PASSAGE

Floor : Imported marble/vitrified tiles/Persian style carpet
Walls : Acrylic emulsion paint on POP punning
Ceiling : Acrylic emulsion paint with limited false ceiling

BEDROOMS

Floor : Laminated wooden flooring
Walls : Acrylic emulsion paint on POP punning
Ceiling : Acrylic emulsion paint with limited false ceiling

KITCHEN

Floor : Anti skid tiles
Walls : Tiles up to 2' above counter & Acrylic emulsion paint in balance area
Ceiling : Acrylic emulsion paint
Counter : With marble/granite/artificial marble top
Fittings : CP fittings of Kohler/Jaguar or equivalent

ELECTRICAL FIXTURES

Modular switches/fittings of Crabtree/MK/ Schneider or equivalent make with copper wiring and ceiling light fixtures in balconies

FIRE FIGHTING SYSTEM

Fire fighting system with sprinklers, smoke detection system

TOILET

Floor	: Anti skid tiles/marble
Walls	: Combination of tiles and acrylic elusion paint
Ceiling	: Acrylic emulsion paint
Counter	: With marble /granite/synthetic stone top
Fixtures / Accessories	: Glass shower- partition in toilets (7' height) & glass enclosure(7') for WC in master toilet
Sanitary ware and CP Fittings	: Single level CP fittings of Kohler/Jaguar or equivalent make Wash Basin, floor mounted or wall hung WC of Parryware/Hindware or equivalent make

BALCONY AND UTILITY BALCONY

Floor	: Ceramic Tiles
Ceiling	: Exterior Paint

EXTERNAL GLAZINGS

Windows / External Glazings	: UPVC/powder coated aluminum glazing with reflective glass or clear glass & aluminum/UPVC glazing with clear frosted glass in kitchen, toilets and servant room
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DOORS

Internal Doors	: 8' high polished hard wood frame with polished moulded skin shutters
Entrance Door	: 8' high polished hard wood frame with polished designer door

PLUMBING

CPVC & UPVC piping for water supply inside the toilet and kitchen
SECURITY SYSTEM

Secured gated community
 CCTV in driveway of parking basement, ground floor and basement entrance lobbies
 Video door-phone and one intercom in each apartment

SERVANT AND STORE ROOM

Floor	: Grey Mosaic cast-in-situ flooring/tiles/terrazzo
Walls & Ceiling	: Oil bound distemper
Toilets	: Ceramic Tile flooring, and cladding, convectional CV fittings

LIFTS LOBBY

Lifts	: Passenger and service elevators of Mitsubishi/OTIS or equivalent
Lifts Lobby Floor	: Combination of granite/marbles/tiles
Lifts Lobby Walls	: Combination of granite/acrylic emulsion paint on POP punning/ textured paint

STAIRCASES

Floor : Terazzo/Mosaic Tiles/Marble/Kota stone
Walls : Exterior paint

POWER PACK-UP

100% DG power back-up (Not exceeding 5 KVA per apartment)
DG capacity shall be at 70% of load factor & 70% over-all diversity for apartment as well as for common area

OR HOWSOEVER, otherwise the same hereditaments and premises are situated bounded called known described or distinguished and which said block of land of KIT is more particularly delineated on the map or plan hereto annexed and thereon coloured PINK.

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

SIGNED, SEALED AND DELIVERED by the OWNER at Kolkata in the presence of :

Simplex Projects Limited

WITNESSES:

1. Subriya Mukherjee.
res - Telukana P.O. Belidaha.
P.S. Gump. Dist Hooghly.
- 2.

General Manager-Commercial & Secretary
PAN No of Simplex: AADCS 859PR
PAN No of Anil Jain: ACTPJ4533C

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

SHREE RAM PROJECTS PVT. LTD.

WITNESSES:

1.
20, Lee Road
Kolkata - 700020
2. Sunil Kumar Maung
20, Lee Road.
Kolkata - 700020

Director
PAN No of RSH: AACC 53902Q
PAN No of Haimal Chandra: ALQPS4877E

Drafted by me

Advocate
H.C. Cal.

MEMO OF CONSIDERATION

Received of and from the above named Developer a sum of Rs. 21,00,000/- (Rupees twenty one lacs only) being the full and final consideration amount as per details given below :

MODE	CHEQUE NO.	BANK	BRANCH	DATE	AMOUNT (Rs.)
CHEQUE	000051	HDFC	Chowringhee Road	28.07.2014	21,00,000/-

WITNESSES:

1. *Supriya Mukherjee*

2.

Simplex Projects Limited

[Signature]

General Manager-Commercial & Secretary

Signature of Owner

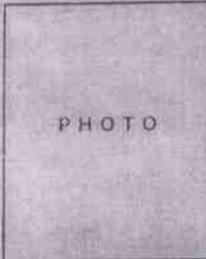
SPECIMEN FORM FOR TEN FINGERPRINTS



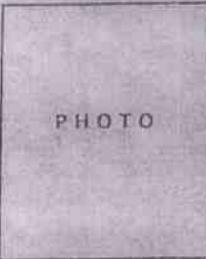
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



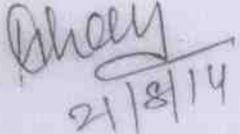
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 07942 / 2014, Deed No. (Book - I , 06426/2014)

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Hari Prasad Sharma 20, O.C.Ganguly Sarani (Lee Road), Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	 21/08/2014	 LTI 21/08/2014	 21/8/14

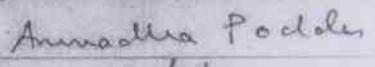
II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Anil Jain Address -12/1, Nelli Sen Gupta Sarani, Kolkata, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, Pin :-700087	Self	 21/08/2014	 LTI 21/08/2014	
2	Hari Prasad Sharma Address -20, O.C.Ganguly Sarani (Lee Road), Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020	Self	 21/08/2014	 LTI 21/08/2014	

Name of Identifier of above Person(s)

Anuradha Poddar
High Court, District:-Kolkata, WEST BENGAL, India,

Signature of Identifier with Date


Anuradha Poddar
21/8/14



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 06426 of 2014
(Serial No. 07942 of 2014 and Query No. 1605L000014136 of 2014)

On 21/08/2014

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. 23110/- is paid , by the draft number 876794, Draft Date 18/08/2014, Bank Name State Bank of India, ELGIN ROAD, received on 21/08/2014

(Under Article : B = 23089/- ,E = 21/- on 21/08/2014)

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.-16,71,45,316/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 40000/- is paid , by the draft number 876779, Draft Date 14/08/2014, Bank : State Bank of India, ELGIN ROAD, received on 21/08/2014
2. Rs. 35000/- is paid , by the draft number 876795, Draft Date 18/08/2014, Bank : State Bank of India, ELGIN ROAD, received on 21/08/2014

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

Presented for registration at 10.50 hrs on :21/08/2014, at the Office of the A.D.S.R. ALIPORE by Hari Prasad Sharma ,Claimant.

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

Execution is admitted on 21/08/2014 by

1. Anil Jain
General Manager- Commercial, M/s. Simplex Projects Ltd, 12/1, Nelli Sen Gupta Sarani, Kolkata, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, Pin :-700087.
, By Profession : Business

(Anil Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 06426 of 2014
(Serial No. 07942 of 2014 and Query No. 1605L000014136 of 2014)

2. Hari Prasad Sharma
Director, Shree Rsh Projects Pvt Ltd, 20, O.C.Ganguly Sarani (Lee Road), Kolkata,
Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
, By Profession : Business

Identified By Anuradha Poddar, son of . . , High Court, District:-Kolkata, WEST BENGAL, India, , By
Caste: Hindu, By Profession: Advocate.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

1912

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 101



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