

Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. Immediate after sanction of the building plan or plans by the concerned authorities and after obtaining the work order the Developer shall commence the work of construction of the proposed building/s and shall handover the said Owners' Allocable portions in the proposed building/s within 36 (thirty six) months from the date of such sanction and such work order. The said allocable portions to the Owners shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the Owners have made out a perfect and indefeasible marketable title of the said land hereby conferred upon the Developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the provisions of Law of Land is properly and carefully fulfilled and observed by the Owners. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architect's fees and all other costs which will be incurred towards entire development work are to be borne solely by the Developer. Any dues on such accounts if found subsequently shall be payable by the Developer.

5. Other than the said 30% (thirty percent) sanctioned area allocable to the Owners, the Developer other than the common areas shall be exclusively entitle to all residue flat, floor parking spaces and other units whatsoever of the said proposed building or all buildings togetherwith undivided and proportionate shares of common areas, common amenities and common facilities along with undivided proportionate share of the said Demised Land under the First Schedule without any monetary consideration payable to the Owners. The said residue portions (other than the Owners' Allocation) of all the flats, floors, shops, parking spaces/units togetherwith the common rights and undivided share of the said Demised Land under the First Schedule in manners stated hereinabove, are collectively hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said "Developer's Allocations" and further shall be exclusively entitle to dispose of its said allocations entirely and or any portion thereof to any person/s, firm/s, company / companies by way of sale / mortgage / lease against any price and / or selami at its sole discretion. The Owner/s however, in that event neither shall be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer; nor shall be entitle to any part out of the said "Developer's Allocations" under Part-II of the Second Schedule herein as well in the sell-proceeds of the "Developer's Allocations" and shall have no claims or demands of whatsoever nature therein.

6. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating to the said land without hampering the Owners' interest to obtain the Owners' Allocations in the proposed building or buildings on the said land / said property under the First Schedule hereto. The Developer shall be fully entitled to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer / buyers, lessee / lessees and/or mortgagee / mortgagees without hampering the Owners' interest.

7. The Developer shall be entitle to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground/ overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building/s and the Landowners shall not be liable / responsible in any manner whatsoever regarding the construction materials used by the Developer.

8. The Landowners from the date hereof shall always extend and offer all possible

Plan/s to the Competent Authorities Concern and in obtaining sanction thereof and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer; and for all such purposes the Owners herein shall cause to sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.

9. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for making payment to each and all of them. The land owner shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

10. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the Landowners, its estate and effects safe and harmless and indemnify against all suits, actions, claims, demands, whatsoever arising out of such eventualities.

11. It is agreed that the Owners, whenever it becomes necessary and asked by the Developer shall sign papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building/s till completions thereof and also in disposal and sale of any and or all units/portions of the said multi-storied building or buildings save and except the Owners Allocable said flats, by the Developer without raising any objection, thereto.

12. It is agreed by the Landowners that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the Landowners in respect of the said landed property mentioned in the first schedule, the Developer shall have the liberty to proceed against the same on behalf on the Landowners and all costs and expenses defending or proceeding such suit/disputes and or to make such defects, shall be borne by the Owners and shall adjusted with the account of the Owners. However, the Owners herein hereby indemnify the Developer to keep save and harmless from any action, claim, demand, attachment, lien, charge, suit and or from any encumbrance of whatsoever nature created either by any outsiders OR and person claiming right, title and interest under or through the Owners herein.

13. Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the Owners is subject to force-majeure i.e. if the construction is prevented or disturbed due to any natural calamities such as floods, earth quake, riots and/or labour dispute, crisis of materials in the market and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of "Owners' Allocations" shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the "Owners' Allocations" within the period specified in clause 4 (four) hereinabove. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the "Owners' Allocations" and shall intimate the Owners through Registered Post offering the Owners for taking delivery of "Owners' Allocations" within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owners to take delivery its allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or mense-profit whatsoever and further shall be entitle to continue with exercising of its absolute rights and authority to dispose off the Developer's Allocation by handing over the

possession of the unit / units out of the Developer's Allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of Developer's Allocation in the Said Premises or in the said proposed amalgamated premises and the Owners herein neither shall be entitled to raise any objections or create any obstructions by any means in any manners whatsoever, nor shall be entitle to revoke the power of attorney executed and registered in favour of the Developer by virtue of these contract.

14. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed herewith shall be agreed to in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporated in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The Owners hereto hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's Allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the Owners under these presence are fulfilled by the Developer in the manners as stated in Clause - 4 (four) and subject to provision stated in Clause 13 (thirteen) above.

15. It is hereby expressly agreed by and between the parties hereto that nothing contained herein is intended to nor the same to be construed as a partnership or joint venture between the parties and it is hereby further agreed and declared that nothing contained herein is transfer or putting the Developer in possession of the said premises in accordance with the provisions of Section 53A of the Transfer of Property Act, 1882.

16. Nothing in these presents shall be constituted to be a demise or assignment of the conveyance in law by the Owners of the said property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive license granted to the Developer to commercially exploit the same under the terms and conditions provided hereto; However, the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners or effecting its estates and interest in the said premises and it being expressly agreed and understood that in no event the Owners nor any of its estate shall be responsible and/or be made liable for payment of any dues of such Bank or Banks; and for that purpose the Developer shall keep the Owners indemnified against all actions suits proceedings and costs, charges and expenses in respect thereof.

17. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms and conditions herein contained, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation Act 1996 and its modifications for the time being in force shall be final and binding on both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(The "Said Land" Owned By The First Party Herein)

ALL THAT THE SAID PROPERTY containing an area of **33 (Thirty Three) cottahs 15 (Fifteen) chittaks 03 (Three) Sq. ft** a little more or less lying and situated at Mouza Panihati, comprised in part of R.S. Dag Nos. 1115 & 1114, comprised out of R.S. Khanda Khatian No. 2113 thereafter 1446 at present under new Khatian Nos. 2177, 2178, at present under Modified Khatian Nos. 2245, 2244, & 2246, J.L. No. 10, under P.S. Khardah, And rent payable to B.L.& L.R.O. BKP-II, Sodepur, part of Municipal Holding Nos.175F, within the Municipal Limits of Panihati Municipality,

Ward No. 13, Premises No. 143, Barrackpore Trunk Road, Kolkata – 700 114, District 24-Parganas(N). The Said Property hereby amalgamated is butted and bounded by :-

ON THE NORTH : By Srinchi Tower;
ON THE SOUTH : Municipal Road;
ON THE EAST : Municipal Road;
ON THE WEST : B.T. Road;

THE SECOND SCHEDULE PART – I ABOVE REFERRED TO:
(Owners' Allocations)

ALL THAT 30% share of the said super built-up areas calculated and as defined hereinabove in any portion at the suitable choice and discretion of the Developer in the said proposed building including of proportionate and undivided shares in all common areas and common amenities in the Said Premises described in the Fourth Schedule and constructed and finished as per specifications under the Third Schedule togetherwith undivided proportionate shares of the Said Land described in the First Schedule hereinabove.

(Developer's Allocation)
(Part – II)

ALL THAT Constructed Areas save and except the portions allocable to the owner and also the common areas, the entire remaining area in the new buildings equivalent to 70% (Seventy percent) sanctioned areas of the proposed buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer and/or its nominee/s: or assignees under the terms and conditions of this Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

S P E C I F I C A T I O N S :

1. **DOOR & WINDOW :**
All doorframes (size' 4"x 2 ½") would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputra ply or any other co. of the same rate), all other doors thickness 32 mm fitted with Round locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminum sliding (two doors) with plain white glass. All doors would be painted with white enamel paint (Berger Co., ICI)
2. **FLOORING :**
All Bed Rooms, Dinning-cum-Living, and Balcony would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathroom would finish with white glazed tiles in 72" height. Roof would be finished with roof tiles.
3. **SANITARY & PLUMBING :**
Standard Toilet would be provided with C.P. Shower, one commode/ Indian type pan (Parryware or some other equivalent Brands) with P.V.C. cistern (Reliance Co. or some other equivalent Brands) and in W. C. there would be only one tap. (All taps & C.P. fittings of Essco or similar brand. (base model). There would be concealed line and geyser line in all bathrooms. There would be two basins (18"x12' Parryware or similar brand) in each flat.
4. **KITCHEN :**
Black Granite Marble Counter Top

5. **ELECTRICAL WIRING :**

- a. Concealed wiring in all flats (Copper electrical wire, Finolex or similar brand.)
b. Each flat will be provided with the following electrical points:
(All switches modular type (Mylic print of legrand or similar brand. of the same rate)

i)	Bed room (each)	...	2 Light points 1 Fan point 1 Plug point (5 Amp.)
ii)	Dinning/Drawing	...	2 Light points 2 Fan points 2 Plug points (15 Amp.) 1 TV Power point 1 Cable Point without Wire 1 phone Point without Wire
iii)	Kitchen	...	1 Light point 1 Exhaust Fan Point 1 Plug point (15 Amp.)
iv)	Toilet	...	1 Light point 1 Exhaust Fan Point
v)	Verandah	...	1 Light point
vi)	Entrance	...	1 Door Bell point
Vii)	Master Bedroom	...	1 TV Power point.
Viii)	Main Door	...	1 Video door Phone.

6. **WATER :**

Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

7. **PAINTING** : Plaster of Paris inside walls.
8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.
9. **RAILING OF STAIR CASE** : Railing of iron.
10. **STAIR CASE PAINTING** : Plaster of Paris with colour.
11. **LIFT** : 03 (Three) Nos.
12. **Lobby** : Well Decorate

THE FOURTH SCHEDULE REFERRED TO :
(Common Areas & Common Facilities)

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply lihe from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.

8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others infuture by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.

COMMON EXPENSES :

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same. Costs and charges of establishment for maintenance of the said building.
3. Costs and insurance premium for insuring the building and/or the common portion.
4. All charges and deposits for supply of common utilities to all the co-owners in common.
5. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
6. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
8. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
9. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

IN WITNESSES WHEREOF the parties 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 at Kolkata

In the presence of:-

1. Sandip Bhattacharya
S/o Late Biren Bhattacharya
P. 530A, H L Sarker Road,
Bansbari, Cal. 750 070
2. Dimpal Gupta
A/B 9 - Saltlake
Kolkata 64

G.M. ENCLAVE PVT. LTD.

Sujit Gupta

Director

INOX AGENCY PVT LTD.

Sujit Gupta

Shivdhara Projects Pvt. Ltd.

Sujit Gupta

Director

SHANUPRIYA MARKETING PVT. LTD.

Sujit Gupta

Director

OWNERS/VENDORS

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In the presence of:-

1. Sandip Bhattacharya

2. Dimpal Gupta

MAHAMANI PROPERTIES PVT. LTD.

Sangeetha Gupta

Director























DEVELOPER

Drafted by:

Arup Kumar Dey,
Advocate

High Court, Calcutta.

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No	Signature of the Executants/Presentants.	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 <i>Sai</i>					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
						
	 <i>Sai</i>	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
						
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little.
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb



Government Of West Bengal
Office Of the D.S.R. - I NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 08496 of 2014
(Serial No. 09217 of 2014 and Query No. 1501L000021552 of 2014)

On 05/11/2014

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

Presented for registration at 17.30 hrs on :05/11/2014, at the Private residence by Sanjeeb Gupta
Claimant.

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

Execution is admitted on 05/11/2014 by

1. Sujit Gupta

Director, G. M. Enclave Pvt. Ltd, 49, A. N. Saha Rd, Thana:-Lake Town, District:-North 24-Parganas,
WEST BENGAL, India, Pin :-700048.

Director, Inox Agency P. Ltd, Ab-9, Salt Lake City, Thana:-Bidhannagar, District:-North 24-Parganas,
WEST BENGAL, India, Pin :-700064.

Director, Shivdhara Proj. P. Ltd, Ab-9, Salt Lake City, Thana:-Bidhannagar, District:-North 24-Parganas,
WEST BENGAL, India, Pin :-700064.

Director, Bhanupriya Marketing Pvt. Ltd, Ab-9, Salt Lake City, Thana:-Bidhannagar, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700064.
, By Profession : Business

2. Sanjeeb Gupta

Director, Mahamani Properties Pvt. Ltd, Ab-9, Salt Lake City Sec-1, District:-North 24-Parganas,
WEST BENGAL, India, Pin :-700064.
, By Profession : Business

Identified By Sandip Bhattacharjee, son of Lt Biren Bhattacharjee, P-530 A, H. L. Sarkar Rd,
Thana:-Banshroni, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste:
Hindu, By Profession: Service.

(Supriya Chatterjee)
DISTRICT SUB-REGISTRAR

On 07/11/2014

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) of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms
Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

6



Government Of West Bengal
Office Of the D.S.R. - I NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 08496 of 2014
(Serial No. 09217 of 2014 and Query No. 1501L000021552 of 2014)

Amount By Cash

Rs. 46.00/-, on 07/11/2014

(Under Article : ,E = 14/- ,H = 28/- ,M(b) = 4/- on 07/11/2014)

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.-6,05,56,852/-


Certified that the required stamp duty of this document is Rs.- 75010 /- and the Stamp duty paid as: Impresive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 666702, Draft Date 05/11/2014, Bank : State Bank of India, Terminus Building New Town, received on 07/11/2014
2. Rs. 26050/- is paid , by the draft number 666701, Draft Date 05/11/2014, Bank : State Bank of India, Terminus Building New Town, received on 07/11/2014


(Supriya Chatterjee)
DISTRICT SUB-REGISTRAR


(Supriya Chatterjee)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 46
Page from 1934 to 1954
being No 08496 for the year 2014.




(Supriya Chatterjee) 11-November-2014
DISTRICT SUB-REGISTRAR
Office of the D.S.R. - I NORTH 24-PARGANAS
West Bengal