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26/5/14

पश्चिम बंगाल WEST BENGAL

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मार्ग 877 69 998/-

Certified that the Document is admissible to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

[Signature]
Additional Registrar

20.5.14

THIS AGREEMENT FOR DEVELOPMENT made on this20thday of ...May, 2014 (Two Thousand and Fourteen) **BETWEEN ADYAMA COMPLEX PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 14/4/2, Mackenjee Lane, P. S. Golabari, District Howrah, (Herein represented by its Managing Director **SRI SANJAY KUMAR GUPTA**, son of Late Shivshankar Prasad Gupta, by faith Hindu, by occupation Business, residing at 14/4/2, Mackenjee Lane, P. S. Golabari, District Howrah, vide resolution of the Board of the Company passed on 17th April,2014) hereinafter referred to as the **OWNER/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successor and/or successors-in-office, executors, legal representatives and assigns) of the **ONE PART;**

- AND -

For BENGAL GHG NIRMAN PVT. LTD.

ADYAMA COMPLEX PRIVATE LIMITED.

[Signature]
Director

[Signature]
Director

NAME... **SANJAY KUMAR DAGA**
 (Advocate)
 ADD... **Garain Place,**
2nd Floor,
Kolkata - 700 001
 Rs.....
19 JUL 2013
S. CHATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Roy Road, Kal-1

7/18/13

19 JUL 2013



Jeetendra Singh
 S/o Lt Mumuksha Singh
 2 Basant Place
 Kal-1
 Service

ALL INDIA POSTAL CORPORATION
 20 JUL 2013

BENGAL GHG NIRMAN PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 80/81, Bentinck Street, 1st Floor, Kolkata 700001 (Herein represented by its Director **SHRI RAJIV ^{Kumar} GUPTA**, son of Sri Hiralal Gupta, by Faith Hindu, by occupation Business, and residing at 10/2A, Alipore Park Place, Kolkata 700027 vide resolution of the Board of the Company passed on 17th May, 2014) hereinafter referred to as the party of " **the DEVELOPER / PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successor and/or Successors in office, executors, administrators, legal representatives, and / or assigns) of the **OTHER/SECOND PART**;

WHEREAS the First Party is sole and absolute owner of **ALL THAT** Land measuring 3 (Three) Bighas 19 (Nineteen) Cottahs, more or less being mokorari mourashi bastu land, situated at Holding No. **26, 27 & 28, and since being renumbered as 26,27 & 28/1** Foreshore Road (corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within the jurisdiction of Howrah Municipal Corporation Ward No. 36, and more fully described in the **Part-I of the First Schedule** written hereunder and free from all encumbrances of whatsoever and howsoever nature ;

AND WHEREAS the First Party became the owner of the said property by purchase by 12 (Twelve) Deeds of Sale, all dated 17. 08. 2007, all registered in the Office of District Sub-Registrar, Howrah, being Deeds No.07305, 07197, 07303, 07198, 07199, 07200, 07302, 07774, 07778, 07777, 07776, 07779 all for the year 2007 as 12 (Twelve) separate demarcated plots from the then owner BJM Industries Limited (Formerly known as Bengal Jute Mills Company Limited), having its office at 8, B. B. D. Bag (East), Kolkata - 700 001 on payment of valuable consideration more fully described in the **Part-I of the First Schedule** written hereunder and free from all encumbrances of whatsoever and howsoever nature;

AND WHEREAS after purchase the said 12 (Twelve) plots of land being contiguous to each other the First Party amalgamated the said plots into a single plot of land and mutated the same in his own name before the Howrah Municipal Corporation;

AND WHEREAS the First Party with an intention to construct multi-storied buildings on the said property entered into an agreement for development on 19th June, 2009 with the Developer herein for construction of multi-storied building/s on the said property of Holding No. **26, 27 & 28, and since being renumbered as 26,27 & 28/1** Foreshore Road, (Corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39, of Mouza

Shibpur Sheet No. 94, J. L. No.1) P. S. Shibpur, District Howrah, more fully described in the more fully described in the **Part-I of the First Schedule** written hereunder and free from all encumbrances of whatsoever and howsoever nature;

AND WHEREAS the owners in association with the Developer thereafter caused a plan to be sanctioned by the Howrah Municipal Corporation being building plan no: Plan No.BRC-124/2008-2009 dated 25th April 2011 duly sanctioned by Howrah Municipal Corporation for raising construction on his said property ;

AND WHEREAS the owners and the Developer contributed in the ratio of 40% to 60% in sharing the costs of the plan sanctioned by the Howrah Municipal Corporation including the fees paid to the corporation and other incidental expenses which was the original sharing ratio as per the Development Agreement/s signed earlier and as stated above ;

AND WHEREAS it is mentioned here for the records that there were several Occupiers /Encroachers on the land being the subject matter herein who have all been settled by the owners at their own costs and expenses and the owner herein has accepted to rehabilitate the said Occupiers /Encroachers on two separate **Block - " A & Block - B"** at his own costs and expenses without inflicting any liability in any manner whatsoever on the Developer on the land more fully described in the **Part-II of the First Schedule** written hereunder and free from all encumbrances of whatsoever and howsoever nature;

AND WHEREAS the party of the First Part has further signed and executed a Supplementary Agreement dated 30th January, 2012 with the Developers herein in respect of **ALL THAT** the land measuring more or less 79 (Seventy nine) Cottahs (3 Bighas and 19 cottahs more or less) situated at **No. 26, 27, 28/1, Foreshore Road, Howrah - 711102** morefully mentioned in the First Schedule mentioned herein pursuant to the said Development Agreement dated 19th June, 2009 thereby agreeing to certain more terms and conditions and or making changes to the said original Development Agreement;

AND WHEREAS the parties herein have further signed and executed an Agreement for Declaration of Allocation dated 20th March, 2012 in respect of **ALL THAT** the land measuring more or less 79 (Seventy nine) Cottahs (3 Bighas and 19 cottahs more or less) situated at Premises **No. 26, 27, 28/1, Foreshore Road, Howrah - 711102** morefully mentioned in the First Schedule mentioned herein ;

AND WHEREAS the owners and the Developer in the meantime caused revised plan to be sanctioned by the Howrah Municipal Corporation and again contributed in the ratio of 40% to 60% in sharing the costs of the plan sanctioned by the Howrah Municipal Corporation including the fees paid to the corporation ;

AND WHEREAS one of the main terms of the above referred Development Agreement read with the Supplementary Agreement and the Agreement for Declaration of Allocation dated 20th March, 2012 the party of the First Part is hereby entitled to get 40% (**Forty percent**) of the total constructed area of the construction to be made on the said **ALL THAT** the land measuring more or less 79 (Seventy nine) Cottahs (3 Bighas and 19 cottahs more or less) situate at Premises at Premises **No. 26, 27, 28/1, Foreshore Road, Howrah - 711102** morefully mentioned in the First Schedule mentioned herein and in accordance with the terms and conditions of the Development Agreement and Supplementary Agreement and Declaration of Allocation Agreement as above stated ;

AND WHEREAS from time to time various rules and Laws of the state have changed interalia of the Howrah Municipal Corporation due to which both the parties rae entitled to more areas for construction than as permitted earlier ;

AND WHEREAS the party of the Second Part acting upon the new rules of the Howrah Municipal Corporation has discarded as in the process of discarding / cancelling the earlier Plan as sanctioned and as mentioned above due to various new rules having been passed from time to time by the Howrah Municipal Corporation;

AND WHEREAS the party of the Second Part in association with the owners/First part has therefore taken steps and has made or is in the process of making or applying for sanction of high rise / multi storied building/s from the Howrah Municipal Corporation applicable as per the present rules and as mentioned earlier ;

AND WHEREAS due to various rules and regulations of the Howrah Municipal Corporation changing from time to time and in order to get the maximum benefit for the project both the Parties herein have again caused a revised/modified sanction of the building plan for construction being under Plan no: BRC no: 71/13-14 dated 27th January,2014 entirely at its own costs and expenses of the Developer as below:-

1. **Block " A" consisting of a Ground plus Four (G+4) storied Building.**
2. **Block " B" consisting of a Ground plus Four (G+4) storied Building.**

Total constructed area sanctioned for Block - A & B - 2878.12 (Two thousand eight hundred seventy eight decimal (Point) twelve) sq.mtrs. or 30968.571 (Thirty thousand nine hundred sixty eight decimal/point five hundred seventy one) sq.ft. to be constructed on land measuring an area of 13 (Thirteen) cottahs and 8 (Eight) chittacks more or less .

3. Block "C" measuring 16246.229 (Sixteen thousand two hundred forty six decimal/(point) two hundred twenty nine) sq. Mtrs. Or 174874.41 (One lac seventy four thousand eight hundred seventy four decimal/point forty one) sq.ft. more or less and consisting of a Ground plus Eighteen (G+18) storied Building to be constructed on land measuring an area of 65 (Sixty five) cottahs and 8 (Eight) chittacks more or less .

AND WHEREAS It is further agreed by and between the Owners and the Developer that the division of total land of the premises **described in Part-I of the First Schedule** has already been divided and demarcated by boundry walls and the Parties hereby state that the Land area used for for construction of the **G + 18** Storied building by the Developer being **Block- " C"** and the land area for construction of **Block-" A" & Block-"B"** by the Owner shall be as follows:-

- i) Block 'A' and Block 'B' - on land measuring 13 (Thirteen) Cottahs, 8(Eight) Chittaks more or less more fully described in the **Part-II of the First Schedule** written hereunder.
- ii) Block 'C' (constructed by the Developer) - on land measuring 65 (Sixty-five) Cottahs, 8 (Eight) Chittacks more or less more fully described in the **Part-III of the First Schedule** written hereunder

AND WHEREAS It is further agreed and stated by and between the Owners and the Developer that the area of 79 (Seventy Nine) cottahs wherever mentioned in the earlier Deeds/Declarations or otherwise shall for all purposes mean 65 (Sixty-five) Cottahs, 8 (Eight) Cottahs more or less more fully described in the Part-III of the First Schedule written hereunder wherein the **Block-"C"** shall be constructed ;

AND WHEREAS it is hereby stated by the parties that the Block-"C" shall consist of the following structures :-

Ground Floor - Car parking spaces, Lobby & Commercial space

First Floor- Car Parking spaces & Servant Quarters

Second Floor - All common amenities and facilities of the Building including Club, Swimming Pool, Community Hall , Play area and many other facilities

Thereafter there will be 2 (Two) Towers of 16 (Sixteen) storied each over the Ground Plus Two Storied Structure.

It is thereby clarified for the sake of brevity that the Block-"C" shall consist of a Common Ground plus 2 (Two) storied Structure followed by 2 (Two) separate Towers of 16 (Sixteen) storied each over the said common G+2 Structure .

AND WHEREAS It is further agreed by and between the Owners and the Developer that the Premises/Property wherein referred to in this Agreement shall mean the total property morefully described in the **Part-III of the First Schedule** mentioned hereunder unless specified otherwise ;

AND WHEREAS under the present situation and in view of various changes from time to time and in view of the final plan being passed by the Howrah Municipal Corporation it is required to modify the terms and conditions of the said original agreement for development as well as the supplementary agreements and other Agreements/allocations signed from time to time ;

AND WHEREAS in view of a single Highrise being sanctioned by the Howrah Municipal Corporation for construction of **Block-"C" shall consist of a Common Ground plus 2 (Two) storied Structure followed by 2 (Two) separate Towers of 16 (Sixteen) storied each over the said common G+2 Structure** on the said land which involves very high costs of construction due to extensive piling and other safety procedures to be followed by the Developer herein and also in view of very high sanction fees and other miscellaneous expenses paid by the Developer/Second Part herein it has been decided and agreed by the parties to revise the Owner-Developer sharing ratio wherein as below:-

Owner/First part - 40% (Forty percent)

Developer /Second part - 60% (Sixty percent)

AND WHEREAS the parties herein have therefore signed this Agreement for Development which supercedes all earlier Agreements/Allocations as made earlier and as stated above and this Agreement shall be registered and binding upon both the parties on the terms and conditions written herein below:-

AND WHEREAS on or before the signing of these presents the Owners /First part doth hereby assure and state on record that :-

- a. We hereby confirm that We will sign all documents and papers in future, if so required by the Developer, with respect to this Land agreed to be developed herein.
- b. We have handed over physical vacant and khas possession of the said land hereby to the Developer to full satisfaction **morefully described in the Part-III of the First schedule** mentioned hereunder and free from all encumbrances of whatsoever and howsoever nature over which the proposed Block-"C" shall be constructed .
- c. We have deposited all taxes and charges, in connection with this said land, **morefully described in the Part-III of the First schedule** mentioned hereunder and any tax/khazna if found due later on till the date hereof shall be paid by us.
- d. We state that the land is fully free from all encumbrances and there are no tenants,Encroachers,trespassers or anybody on the land.
- e. The Developer shall use this land for making constructions as agreed upto the date of the period stipulated in the Plan or revised plan,if any and subject to the period allowed in this Agreement and subject to the force Majeure clauses .
- f. The Developer can start the development work on this land and We are duty bound to sign ,execute all the documents and papers as required for obtaining any permission from any Government authorities or otherwise and also appear personally, if required.
- g. We hereby confirm that the land is not encroached nor any Land Acquisition proceeding started against this Land nor any Certificate Case or any Court case for Land Acquisition , Civil Suit, are pending against the said land **morefully described in the Part-III of the First schedule** mentioned hereunder.
- h. That the land is not effected by any Thika Tenancy or otherwise and the land is a frechold land and the said land is absolutely in our possession.
- i. That we state on record that we have not entered into any Agreement for sale /Development or otherwise parted with the land **morefully described in the Part-**

III of the First schedule mentioned hereunder in any manner whatsoever with respect to the abovereferred land with anybody and any Agreement ,if any has already been cancelled. We further state that we shall be liable to the Developer if any claim arises out of the above.

- j. We state that we have taken steps to mutate the land with the Block Land & Land Reforms Department of West Bengal and will effect Mutation as soon as possible.

AND WHEREAS the Party hereto of the Second Part being engaged in promotion and development of various Premises and being desirous of promoting the said Land, represented to the Party hereto of the First Part that :-

- i) The Party hereto of the Second Part has earned considerable reputation and goodwill in promotion and development of Premises and the Party hereto of the Second Part has adequate resources for undertaking the development of the said Premises in terms of the agreement and they shall take steps to complete the project within the time stipulated as per the sanctioned plan and or as stated in this Agreement.
- ii) The Party of the Second Part has not committed any offence under any prevailing law and no disputes or litigation is pending against it for non-fulfillment and/or breach of any terms and obligations with any Party or otherwise;
- iii) There is no impediment or restraint in the matter of proceeding with development of the said Premises or any part thereof.
- iv) The Party of the Second Part shall take out all necessary Licenses ,permissions etc. from the relevant competent authority/ies as may be required .

AND WHEREAS relying upon the respective representations as above, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the Parties hereto are recorded hereinafter for mutual and respective compliance, observance and due performance ;

AND WHEREAS on or before the signing of this Agreement the parties hereby state and agree as follows:-

THE PARTY OF THE FIRST & SECOND PART AGREE AS UNDER :-

1. It is hereby agreed by and between the parties that the area used for construction of Block 'A' and Block 'B' is approximately on land measuring 13 (Thirteen) Cottahs, 8 (Eight) Chittaks more or less **morefully described in the Part-II of the First schedule** mentioned hereunder
2. It is further agreed by and between the parties that the " **Block - C**" is to be constructed by the Developer shall be on approximately 65 (Sixty-five) Cottahs and 8 (Eight) Chittacks of land which is hereby shown in the Plan annexed herewith **morefully described in the Part-III of the First schedule** mentioned hereunder.
3. It is further agreed by and between the Owners and the Developer that after completion of construction of the **G + 18** Storied building by the Developer, the division of land out of the total land measuring 79 (Seventy-nine) Cottahs more or less shall be as follows:-
 - i) Block 'A' and Block 'B' - 13 (Thirteen) Cottahs, 8 (Eight) Chittaks more or less **morefully described in the Part-II of the First schedule** mentioned hereunder.
 - ii) Block 'C' (constructed by the Developer) - 65 (Sixty-five) Cottahs and 8 (Eight) Chittacks more or less **morefully described in the Part-III of the First schedule** mentioned hereunder.
4. It is further confirmed by and between the parties that the land as stated above and measuring 65 (Sixty-five) Cottahs and 8 (Eight) Chittacks more or less **morefully described in the Part-III of the First schedule** mentioned hereunder for raising of **Block-"C"** has already been separated by constructing a huge boundary wall and the persons residing in Block 'A' and Block 'B' shall have no right title and interest in any manner whatsoever to enter / use the said proposed New Building being " **Block - C**" and consisting of a **Ground + Eighteen (G+18)** storied building constructed by the Developer and vice-versa .
5. It is further agreed by the Owners that they shall fully cooperate with the Developer in obtaining the completion certificate from the Howrah Municipal Corporation and shall demolish any additional construction/modify/regularize the building

constructed by the First Part ,**if any** causing any hindrance to the obtaining of completion certificate" **Block - C"** due to the fact that a single completion certificate shall be issued by the Howrah Municipal Corporation for Block 'A', Block 'B', Block 'C' .

6. It is hereby stated on record by the First Part that they shall take steps to regularize any additional or extra structures , **if any** over the sanctioned area as per the revised plan in the year 2014 constructed in **Block 'A' and Block 'B'** so that the completion certificate to be ultimately obtained by the Developer does not have any problems.

It is stated by the Developer that they shall handover possession of the Flats and or other areas of the Owners Allocation irrespective of the fact whether Completion Certificate is obtained or not as and when the buildings are completed within the stipulated time as mentioned in this Agreement or earlier .

7. It is hereby stated on record by the First Part that incase the Howrah Municipal Corporation fails to recognise any additional or extra structures **if any** over the sanctioned area as per the revised plan in the year 2014 constructed in **Block 'A' and Block 'B'** the First Part shall take steps for regularisation of the same.
8. The First part also states on record that they shall bear all or any costs of regularization of any additional or extra construction made **if any** over the sanctioned area and also or any other cost for demolition or settlement of residents legal or illegal in the said **Block 'A' and Block 'B'** .
9. The party of the First Part records that they shall prepare the Deed of Gift meant for **Block 'A' and Block 'B'** incorporating all the restrictions in the said Deed of Gift to enter or use the said New Building (**Block - C"**) nor allow the said **Block 'A' and Block 'B'** residents or otherwise to allow to use any facilities in the said Block-"C" nor claim any right title or interest in any manner whatsoever upon the land of the said New Building measuring 65 (Sixty-five) Cottahs , 8 (Eight) Chittacks more or less and together with other restrictions as the Developer may use to restrict restricting the rights of Block 'A' and Block 'B' to enter in any manner in the said Building (**Block - C"**) hereinafter referred.
10. It is agreed by the party of the First Part that they shall incorporate all the points as hereto agreed restricting the use of any rights, facilities and/or amenities in the said proposed **Block-"C"** Building/s to be constructed by the Developer and have draft copy of the said Deed of Gift duly approved by the Developer before making

any registrations in respect of residents of **Block 'A' and Block 'B'** and the Developer shall inform in writing the changes required in the said Deed of Gift .

11. It is agreed by the First Part that they have already divided and demarcated the land belonging to the residents of **Block 'A' and Block 'B'** and shall give right to the extent of land measuring 13 (Thirteen) Cottahs, 8 (Eight) Chittaks more or less to the residents of **Block 'A' and Block 'B'** with a separate entrance **morefully described in the Part-II of the First schedule** mentioned hereunder and the balance area of 65 (Sixty Five) cotthas and 8 (Eight) Chittacks more or less shall lie with the said new Building (**Block - C"**) to be constructed by the Developer **morefully described in the Part-III of the First schedule** mentioned hereunder.
12. The **Block 'A' and Block 'B'** residents shall not have any right title interest or claim of any nature whatsoever on the land measuring (Sixty Five) cotthas 8 (Eight) Chittacks more or less and the Residents of the new Building (**Block - C"**) residents Shall not have any rights over the land measuring - 13 (Thirteen) Cottahs, 8 (Eight) Chittaks more or less meant for **Block 'A' and Block 'B'** .
13. The party of the First Part further assures the Developer herein that they have not made any illegal construction in the said Block 'A' and Block 'B' and the construction has duly been made in accordance with the Plan sanctioned by the Howrah Municipal Corporation and the same shall not cause any hindrance or obstruction in getting the completion certificate from Howrah Municipal Corporation.
14. It is agreed by the parties hereto that the allocation made between the First Part, Second Part shall be done on the basis of Flats to be constructed in the said New Building and no Flat shall ever be divided by the Developer or the Owner or in any manner whatsoever allowing any deviation to take space from the sanctioned Plan.
15. It is clarified by and between the parties that the Flats in the Building or the areas constructed in the New Building shall not be divided or partitioned in any manner whatsoever , otherwise than in the manner being sanctioned by the Howrah Municipal Corporation and shall be binding upon by both the parties herein.

I. NOW THIS AGREEMENT WITNESSETH and it is hereby agreed, covenanted and declared by and between the Parties hereto as under :-

1. Subject to the consideration, terms, conditions and stipulations recorded hereinafter, the Parties hereto jointly and severally agree and accept to bind themselves by these presents for promotion and development of the said Premises more fully described in the **morefully described in the Part-III of the First schedule** mentioned hereunder by erection, construction and completion of Building/s containing self contained Ownership flats/shops/offices and or other spaces as may be permitted in accordance with law.
2. The Party hereto of the First Part for the considerations herein contained and subject to the terms, conditions and stipulations contained hereinafter, doth by these presents, appoint, nominate, constitute and empower the Party hereto of the Second Part to erect, construct and complete brick built building at the said Premises, as may be permitted, approved and sanctioned by the appropriate Authorities, in accordance with law.
3. The Party of the first Part has agreed to grant the right of development in respect of the entirety of the said premises **morefully described in the Part-III of the First schedule** mentioned hereunder by causing to be constructed, erected and completed thereon building together with all common parts portions areas and facilities in accordance with the plan as sanctioned by Howrah Municipal Corporation and all costs charges and expenses on account of construction erection and completion of the said building shall be paid borne and discharged by the party of the second part.
4. The party of the First part has simultaneously with the execution of this Development Agreement agreed to execute and register a power of attorney in favour of the party of the Second Part empowering them to enter into agreement for sale for their portion of allotment and also for various other works related to construction Mutation or otherwise as stated therein .
5. The Parties of the First Part have already handed over physical vacant and khas possession of the Land with Building before the signing of these presents to the party of the Second part with full satisfaction and the Second party has already commenced the work of construction on the said land **morefully described in the Part-III of the First schedule** mentioned hereunder.
6. It is further agreed by the First part that they shall keep all the original chain of Title Deeds safely with them and shall not be entitled to mortgage or part with the same in any manner whatsoever and produce the same to the Developer as and when required at any office/court or otherwise .

7. It is agreed between the parties that incase the property as agreed to be developed herein becomes a subject matter of any legal dispute or any Thika Tenancy or otherwise then in that case the compensation as received by the owners shall be divided with the Developer in ratio of their development.
8. It is agreed by the First Part that it has already taken steps for Mutation of the Land with the Block Land & Land Reforms department at the earliest.
9. The Party of the First Part hereby accepts to have received a Total amount of **Rs.2,00,00,000/- (Rupees Two Crores only)** towards security deposit from time to time from the Developer which is undisputed and binding upon the First part and the same shall either be repaid without interest simultaneously by bank Drafts/Pay orders at the end of completion of construction and upon receiving the 15 Days Notice of possession of the Owners Allocation by the Developer.

It may be stated here that the said total amount of **Rs.2,00,00,000/- (Rupees Two Crores only)** if not repaid by the Owners the said amount shall be adjusted/realized against the owners allocation of Flat nos: N-17B & N-18B located on the 17th and 18th Floor respectively) i.e) The Owners allocation of 40% shall reduce by the amount as abovestated which shall be adjuisted as abovestated.

II. RIGHTS & OBLIGATIONS of the PARTY HERETO OF THE SECOND PART.

- 2.1. The Party of the Second Part shall if required by the Howrah Municipal Corporation from time to time submit any plans,modified plan,boundry declarations,affidavits or otherwise. The Second Party shall however provide copies of such documents filed with the Howrah Municipal Corporation or otherwise.
- 2.2. All fees, remunerations, costs, charges and expenses for appointment of the architect, Engineers, Surveyors and others as also for preparations revision, amendment and deposit of all Plans, Drawings and others including sanction fees, levies and imposition thereof shall be paid and borne by the Party hereto of the Second Part. In the event so required, the Party hereto of the Second Part shall also cause to be prepared necessary revised Plans and Drawings and have the same duly signed by the Party hereto of the First Part and/or executed by the Constituted Attorney of the Party hereto of the First Part.
- 2.3. It is further agreed between the parties that the Developer shall complete construction of a building/s within a period of stipulated in the Plan or revised

plan,if any and subject to the period allowed in this Agreement and subject to the force Majeure clauses.

- 2.4. It is further provided that if for any reason the second party cannot start/complete construction due to any act of the party of the First part and/or any unavoidable delay due to natural acts of God or otherwise for any other reasons of non-supply or shortage of labour or materials or legal obstacles/injunction or otherwise , then in that case the period during which the construction could not take place shall be added to the period as allowed by the Plan.
- 2.5. In any event the Second part shall also be allowed a grace period of 6(six) months at the end of period stipulated in the plan.
- 2.6 Unless prevented by any act of God, natural calamity, riot, war, civil commotion or unrest, strike, statutory and/or judicial preventive orders and not caused because of any act, deed and thing on the part of the Party of the Second Part or on any other unforeseen and unavoidable ground or grounds beyond the control of the Party hereto of the Second Part, the erection and construction of the said building at the said Premises including all grounds job shall be completed within the date of the period stipulated in the Plan or revised plan,if any and subject to the period allowed in this Agreement and subject to the force Majeure clauses and approval of the Plans and Drawings by the concerned Authority and after the date of starting of construction as abovestated . This clause shall however not be effective to the extent the developer stops construction for reasons of shortage of Materials Labour etc.
- 2.7 If the Party of the Second Part cannot carry the work of construction due to any legal proceedings initiated against the owners or the Developer in any manner whatsoever as mentioned below:-
- a) Due to any injunction on the Owner.
 - b) If there is any proceeding due to the Non-Mutataion of the premises with the Block Land & Land Reforms department.
 - c) If there is any other suit or proceeding against the Developer for any reason thereby hindering the work of construction .

Provided However that any period of delay due to the fault of the Developer shall not be allowed as a relaxation of the period of construction.

2.8 If the Second Part cannot carry on construction due to any of the reasons as mentioned above then in that case the period of delay caused due to such reasons shall also be added to the period stipulated in the plan sanctioned in the year 2014 .

2.9 The said building will be constructed erected and completed with such standard materials and/or specifications and the quality and workmanship shall be such as are normally provided for in first class residential building and morefully described the **THIRD SCHEDULE** mentioned hereunder .

2.10 The Party hereto of the Second Part shall construct and complete the Building/s under its direct supervision and control and in compliance with all statutory Regulations and Building Rules. In the event the Party hereto of the Second Part assigns or sub-contracts any part of the work, it shall ensure incorporation of the above restrictions and compulsive stipulations contained herein or otherwise required to be observed and performed in accordance with law for due compliance. Notwithstanding the above, the Party hereto of the Second Part shall remain ultimately responsible and liable for fulfillment of the terms and obligations and expenses contained herein.

2.11 All costs, charges, cess, levies, impositions, statutory payments, building materials, permissions, licences, quotas and other requirements for erection, construction and completion of the buildings shall be paid and borne by the party hereto of the second Part and the Party hereto of the first Part shall have no responsibility and/or liability towards payment of any costs, charges and expenses by whatever name called relating to and/or arising therefrom in any manner of whatsoever nature.

2.12 The Party of the First Part has agreed to grant the exclusive right of development in respect of the entirety of the said Premises and the Party of the Second Part alone shall be liable and agrees to incur all costs charges and expenses as may be necessary and/or required for construction erection and completion of the said building and from the date of making over possession of the said Premises by the Party of the Second Part shall remain fully responsible and/or liable for payment on account of the Municipal rates taxes surcharges and other outgoings payable in respect of the said premises and after possession is delivered of the said building to the first Part/prospective purchasers the First Party shall be liable to make payment of the Municipal rates taxes and other outgoings payable in respect of the said building.

- 2.13 During the course of construction and erection of the Buildings, if any loss or injury or damage being caused of any nature including injury and/or damage to any person or persons or property or any loss of life, the Party hereto of the Second Part shall be responsible for the same and the consequences arising therefrom in all respect. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with by the Party hereto of the Second Part at its own costs and expenses and shall keep the Party hereto of the First Part indemnified from all or any loss, damages, costs, and consequences suffered or incurred therefrom, provided however, the Party hereto of the Party hereto of the First Part shall, as and when required, extend its full co-operation and assistance to the Party hereto of the Second Part.
- 2.14 All labourers, workmen, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the buildings shall be regarded as the Party hereto of the Second Part's employees or workmen and the Party hereto of the First Part shall have no concern with them and shall not be responsible or liable for meeting any obligations in any manner whatsoever.
- 2.15 Subject to stipulations contained in Clause heretofore and due compliance of its obligations by the Party hereto of the First Part, the Party hereto of the Second Part shall complete the Building as well as Common Areas & Facilities and make the same fully habitable for user within the time specified heretofore.
- 2.16 Soon after the allocated portions of the Building is complete in entirety the Party hereto of the Second Part shall cause notice thereof being served upon the Party hereto of the First Part asking it to take possession of the owners allocation within 15 days from the date of receipt of the Notice failing which the First Part shall be deemed to have received possession. The Second Part shall however provide a certificate from the Registered Architect alongwith the notice that the Building has been constructed in accordance with the plan sanctioned by the Howrah Municipal Corporation and also in accordance with the specifications morefully described in the Third Schedule mentioned hereunder .

2.17 Subsequent to completion of the building, the parties hereto, directly and/or through their nominated body shall exclusively look after, maintain its Building and deal with all common affairs of the Premises.

2.18 On and from the date of completion of its possession the Party hereto of the first Part and/or its nominee(s) and/or allottees, as the case may be, shall be responsible and liable for payment of maintenance charges including payment of all rate and taxes. Levies, impositions and outgoing whatsoever payable in respect of the said allocated portion and every part thereof. In addition thereto, the Party hereto of the First Part and/or its nominee(s) and/or allottees, as the case may be, shall also be, responsible and liable to pay and bear all common costs and expenses including but not excluding proportionate part or share of security salaries to the security company directly, water reservoir, deep tubewell, main gate and drainage.

2.19 Both the parties hereto are entitled to enter into agreements with the buyers of the various flats units apartments ,office/shop/car parking spaces /Godowns or otherwise and/or other constructed spaces of the building in respect of their respective share of Allotment.

2.20 The format of the Agreement for sale and the Deed of Conveyance, that shall be ultimately required to be executed and registered by the Party hereto of the First Part and the Second Part in favour of its purchaser/s and/or its nominee or nominees in respect of and/or relating to the respective Allocated portions of the Building of the Party hereto of the Second and First Part and/or any part thereof, shall be prepared by the Party hereto of the Second Part and within the time frame specified hereinafter and shall cause the draft indenture of Conveyance to be approved by the Party hereto of the First Part. All Deeds of Conveyances that shall be ultimately executed unto and in favour of the Party hereto of the First /Second Part and/or its nominee or nominees in respect of and/or relating to the Allocated portions of the Building of the Party hereto of the First/Second Part and/or any part thereof shall be in consonance with the approved format.

2.21 It is hereby again clarified that both the parties shall sign each and every page of the approved Format for Agreement for sale and the Deed of Conveyance and none of the parties shall make any changes thereto without obtaining prior approval of each other in writing.

2.22 It is however agreed that both parties shall appoint their own Lawyers who shall proceed with the drafting of Agreement for sale and the Deed of Conveyance as per the format approved and shall not make any changes whatsoever in any manner whatsoever.

2.23 The Stamp Duty, Registration Charges and other incidental expenses thereto for execution and registration of the Deed of Conveyance/s in respect of the flats units apartments constructed spaces and car parking spaces forming will be paid borne and discharged by the Party of the Second Part and/or its intending Purchasers and incase of First part by the First part and/or their nominee/s.

2.24 The Party of the Second Part upon request of the First part shall join as the Developer/Confirming party in respect of conveyances executed and registered by the party of the First Part in respect of their Allocation . It is however agreed by the Second part that the First part shall receive the entire consideration money payable thereon but all payments regarding Security Deposit, Electricity Deposit, Maintenance Deposits , Deposit on account of Taxes payable before Apportionment , generator deposits, sinking fund and all or any other deposit or other expenses incurred for the Building and collected in common by the Developer shall be paid directly to the Developer by the Purchaser/Nominee/s of the First part.

2.25 It is further agreed that incase of any changes/additions /alterations /reconstructions /Extra work/extra Finish or any addition of Value made in any of the Flat in the new **Block - " C "** made by the Developer at the instance of the purchaser shall be paid for directly by the purchaser to the Developer irrespective of the fact whether the Flat is sold from the owners or the Developers Allocation. It is again clarified all costs as incurred by the Developer for the above shall be paid directly to the Developer/Second Part by the prospective purchaser of the Flat.

The Developer shall however provide details of estimates for extra work or additions to the owner /First part for all requests made by the Owner/First part for their portion of Purchasers.

2.26 It is further agreed that the Developer shall take all actions at its own cost for any legal disputes arising in future over Block-"C" provided however that any dispute relating to the said entire premises /property by any erstwhile occupier of the said land and/or any disputes arising and related to the faults of the owner shall be taken

care by the Owner/First Part . However, for any reason if the First part does not take steps for contesting and clearing all or any legal suits/proceedings or otherwise initiated against the First part in respect of " **Block- C**" within a period of **30 (Thirty)** days from the date of such happening taking place the Developer herein shall be entitled to take steps for clearing the same at the costs and expenses of the owner.

3. **OBLIGATIONS on the part of the PARTY HERETO OF THE FIRST PART:**

3.1 Subject to payment of Security amount as provided hereafter, immediately upon execution of these presents, the Parties hereto shall extend co-operation to each other for obtaining necessary No objection certificates from the Urban Land Ceiling Authorities ,if required so as to enable the Party hereto of the Second Part to apply for appropriate permissions and approval for erection, construction and completion of the buildings at the said Premises, in accordance with law. The cost of the same will be borne by the 2nd Party.

3.2 The First Part shall immediately after the signing of this Agreement cause to take steps for registration of this Development Agreement and also register a Power of Attorney in favour of the party of the Second Part .

3.3 The Party of the First Part shall simultaneously with the signing of this Agreement will grant a power of attorney in favour of the Party of the Second Part to enable the Party of the Second Part to undertake construction erection of the said Project within the period stipulated in the plan and as per the other terms stated in this Agreement and such power of attorney will remain in full force and effect and shall remain irrevocable till completion of construction and the Developers disposing their entire allocation and till further period as the developer may notify.

It is hereby agreed that if any breach is committed by the Developer or vice-versa then the other party shall give notice for remedy of the said breach of the terms and conditions hereof within 30 (Thirty) days from the date therefrom failing which each party shall be at liberty to take action thereon.

3.4 As and when called upon by the Party hereto of the Second Part, the Party hereto of the First Part shall sign and execute the Plans, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to

time for permissions, approvals, sanction, consent, quota, licence or otherwise relating to or arising out of construction, erection and completion of the building at the said Premises or as may be required from time to time by the Party hereto of the Second Part, without any delay, refusal, claim or demand.

- 3.5 The Party hereto of the First Part shall provide the Party hereto of the Second Part and/or its authorized Nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the buildings as well as for representing it before all concerned Authorities including execution of all relevant papers, documents, instruments, deeds, writings in accordance with law.
- 3.6 Till the date of delivery of vacant peaceful possession of the said Premises and every part thereof to the Party hereto of the Second Part, all taxes, levies, impositions and outgoing relating to and arising out of the said Premises shall be paid and borne by the Party hereto of the First Part (i.e) Till the date of registration of this document and power of attorney) and it shall remain responsible for the same including that may be subsequently determined for the said period and keep the Party hereto of the Second Part duly indemnified against all or any claim, demand, certificate, or liability, penalty, cost, expenses, prejudice or damages, if any incurred or suffered by the said Party hereto of the Second Part therefor.
- 3.7 During the course of erection, construction and completion of the said building, the Party hereto of the First Part, directly or through any of its representative shall not cause any impediment, obstruction or hindrance relating to the progress or construction, erection and completion of the buildings provided that the interest of the First part is not jeopardized in anyway and the First Party shall provide and extend full co-operation, support and assistance to the Party hereto of the Second Part so as to ensure timely completion of the said building as per law.
- 3.8 On receipt of the notice from the Party hereto of the Second Part intimating completion of its allocated portions of the Building and Building will be completed within the period stipulated in the plan and as per the other terms stated in this Agreement and the Party hereto of the First Part shall within **15 (fifteen) days** take possession thereof and irrespective of possession being obtained or not,

effective from the 16th day of the Notice being served, the Party hereto of the First Part shall be responsible and liable for payment of all proportionate levies, impositions, taxes, outgoing, expenses and charges referred to hereafter or that may be levied or imposed upon in future. The First Part being a Registered Service Tax entity shall make payment of Service Tax on areas sold by them, mentioned in Fourth Schedule of Part III

- 3.9 Subject to Party hereof the Second Part fulfilling its obligations the Party hereto of the First Part shall within **15 (fifteen) days** from the date of production of the Draft form of Indenture of Conveyance by the Party hereto of the Second Part, approve the same. The Party hereto of the Second Part shall, as and when required, apply for and obtain required permissions and/or no objections from the concerned Authorities, if any, at its own costs and expenses and as and when called upon by the Party hereto of the Second Part, the party of the First Part shall execute and register appropriate Indenture of Conveyance(s) [in consonance with the approved draft] unto and in favour of the Party hereto of the Second Part and/or its appointed nominee or nominees, as the case may be, and admit execution thereof before the Registering Authorities without making any claim or demand of whatsoever nature, subject to however, all costs, charges and expenses relating to Stamp Duty, Registration and all additional costs of and incidental thereto be paid and borne by the Party hereto of the Second Part and/or its concerned nominee or nominees, as the case may be.
- 3.10 The Party of the First Part states on record that they have not entered into any Agreement for sale/Development Agreement or any other agreement for transfer of the premises being the subject matter herein nor has ever caused to transfer any portion of the building.
- 3.11 The Party of the First Part states on record that they shall not cause to enter into any Agreement for sale/Development Agreement or any other agreement for transfer of any portion of the premises being the subject matter herein at anytime during the pendency of this Agreement.
- 3.12 The Party of the First Part states on record that they have not mortgaged and or done anything to affect the Building in anyway and the premises is free from all encumbrances ,charges,liens,lispendens of whatsoever and howsoever nature .
- 3.13 The First party further states that it will not encumber or transfer the said Premises or any portion thereof and the Party of the First Part agrees and

undertakes not to cause any hindrance and/or obstruction whatsoever or howsoever in any manner by court injunction or otherwise do anything to cause any delay in execution of this Agreement .

- 3.13.1 On and from 16th day of service of notice of completion of Building which will be completed within the period stipulated in the plan and as per the other terms stated in this Agreement and until separate apportionment by the Municipal Authority, the Party hereto of the First Part and/or its nominee(s) and/or allottees, as the case may be, shall be responsible and liable for payment of maintenance charges of the allocated portions including payment of all rates and taxes, levies, impositions and outgoing whatsoever payable in respect of the said allocated portions and every part thereof. In addition thereto, the Party hereto of the First Part and/or its nominee(s) and/or allottees, as the case may be, shall also be responsible and liable to pay and bear proportionate part or share of all costs, charges, levies, impositions and expenses relating to Common areas and facilities, Common services as well as towards its maintenance and upkeep thereof, without any default, delay or abatement.
- 3.13.2 That all the original deeds / all original title deeds of the said property whereon or on part thereof the said building is to be erected or constructed shall be kept with the Owner for the inspection of the intending buyers/purchasers and or their agents or banks or Institutions or otherwise as may be required by any concerned Authority.
- 3.13.3 That if there be any rates, taxes, in arrear and/or any liability upto the date of starting the constructional work of the building in respect of the said property and whether levied or not shall be paid by the First part and all taxes applicable after the date of construction shall be paid by the second part .
- 3.13.4 That during the period of construction of the project or during the subsistence of this Agreement the First party shall not transfer by way of lease sale, mortgage or gift or otherwise transfer the whole or any portion of the said property to any person/persons.
- 3.13.5 That the First part do hereby agree and consent that the Developer shall have the right to advertise, fix hoarding or signboards or any kind relating to the publicity of the sale of the flats and other constructed portion of the said new building to be

constructed on the 'said property' provided however that the same should be done without causing any aerial encroachment of the owners allocation /putting hoardings on the Flats owned by the owner .

3A. ALLOCATION BETWEEN THE FIRST PART AND THE SECOND PART :-

1. It is hereby agreed between the parties that the party of the First part shall be entitled to **...40 (Forty)...**% of the total constructed areas in the Building and the party of the Second part shall be entitled to the balance **...60 (Sixty)**% constructed areas in the Building as sanctioned by the Howrah Municipal Corporation.
2. **The allocations of Flats and other areas made to the First and Second part have been morefully described in the Fourth and Fifth Schedule mentioned hereunder ,**

The Allocations of Commercial space and the parking spaces made to the First and Second part have been morefully described in the Sixth Schedule mentioned hereunder

3. It is further agreed that incase the parties cannot for any reason divide the areas between them then in that case the entire areas shall be sold jointly and the proceeds received from such sale shall be divided among them in the ratio of **40 (Forty)...**% of the total constructed areas in the Building to the **First part** and the **Second Part** shall be entitled to the balance **...60 (Sixty)**% to the second part .
4. It is further agreed that all the unsold portions of the building including Roof shall also remain the property of both the First and Second part in proportion of their sharing ratio that is 40% and 60% . It is further agreed that the Second part herein shall also be entitled to bring any further construction on the roof ,if allowed in accordance with law . It is also agreed between the parties to either sell transfer the unsold portions or rent them out if mutually agreed between them.

4. SECURITY DEPOSIT /REFUNDABLE ADVANCES

- 2.27 In consideration of the rights and entitlements hereby granted to the Party hereto of the Second Part to develop, to erect, construct and promoting buildings at the said premises the Second Part has already paid to the party hereto of the first part as and by way of advance an amount of **Rs.2,00,00,000/- (Rupees Two crores only)** as advance towards security amount to be refunded without interest at the end of

completion of this agreement/possession of Owners allocation handed over by the Developer whichever is earlier.

It is however agreed between the parties that the said amounts if not refunded by the First Part as abovestated then the same shall be adjusted against the allocations to be made to the First Part under this Development Agreement.

It is further clarified that the amount of security deposit refundable by the Owner/First part on the date of handing over of the owners possession under this development agreement shall be adjusted against the areas allotted against the owners allocation of Flat nos: N-17B & N-18B located on the 17th and 18th Floor respectively) if the said amount is not refunded by the Owner/First Part simultaneously with the notice of possession by the Developer .

5. DEFAULT

- 5.1 As within the period stipulated in the plan and as per the other terms stated in this Agreement as stated above is the essence of the contract after the sanction of plan, the construction of the whole premises will be completed within that period. However, if there is any delay then in that case the period of within the period stipulated in the plan and as per the other terms' stated in this Agreement shall be suitably extended for such period of delay as already stated above .
- 5.2 If the Party hereto of the First Part commits any willful default or breach of any of its obligations contained in these presents or causes any impediment or hindrances in the subject matter of construction and/or completion of the building without sufficient cause and/or fails, refuses or neglects to either vacate the said Premises despite the Party hereto of the Second Part being ready and willing to perform is obligations, or fails or refuses to execute and register the Documents of Title relating to the Allocated portions of the Party hereto of the Second Part or any part thereof inspite of the Party hereto of the Second Part and/or its nominee(s) being ready and willing to perform their obligations, the Party hereto of the Second Part, without prejudice to its other rights and claims, be entitled to claim and the Party hereto of the First Part shall be duty bound to pay to the Party hereto of the Second Part all the losses or damages logically as incurred by the Second Part during the period of default or delay until the same is remedied, as reasonably

required and the sum calculated as above shall be paid forthwith on demand by the Party hereto of the First Part.

5.3 The Second part shall however not commits willful default or breach of any of its obligations contained in these presents or causes any impediment or hindrances in the subject matter of construction and/or completion of the building without sufficient cause and/or fails, refuses or neglects the Second Part shall also be liable to pay damages at the rate of Rs.2000/- (Two thousand) only per day during the period of default or delay until the same is remedied. If the same is not paid by the Developer it shall be adjusted against the Developer's allocation.

5.4 In the event of any default on the part of the Party of the Second Part in not completing construction within the period stipulated in the plan and as per the other terms stated in this Agreement after the sanctioned plan being received by the Second party, and if the second party causes a delay after the grace period then in that case the second party shall also be liable to pay damages at the rate of Rs.2000/- (Two thousand) only per day during the period of default or delay until the same is remedied subject however to the grace period and other Force majeure conditions being complied with and the period therein granted fully completed.

6. **COMMON OBLIGATIONS:**

6.1 The Parties hereto shall be entitled to deal with, sell, transfer, convey, assign and assure with their respective allocated portions or any part thereof, without any intervention, obstruction or hindrance on the part of each other subject to the terms and conditions contained herein and it shall be obligatory on the part of the Parties hereto to execute all required Deeds, Instruments or Indentures as may be reasonably required.

6.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the Common areas and facilities to be provided for at the said building shall always remain common, impartible, and undivided provided neither party indulges in unlawful and anti-national activities.

6.3 As from the date of completion of the said new building each of the intending purchasers shall hold their respective flats units apartments and car parking spaces subject to the following:-

- (a) To pay punctually and regularly for their respective allocated portions and every part thereof, all rates, taxes, levies, fees, charges, impositions and outgoing and shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid consequent upon any default by the other.
- (b) To pay punctually and regularly respective proportionate part or share of water reservoir, deep tube well and drainage.
- (c) To abide by all laws, orders, and other statutory enactments and impositions, in accordance with law.
- (d) Until instillation of separate meters at own costs and expenses for supply of electrical energy at the respective Units/Flats of the Buildings, to pay charges for consumption of electrical energy consumed from common pool and proportionate part of Common areas and facilities within the time as may be stipulated.
- (e) To comply with and observe all regulations that may be framed for proper and systematic management, maintenance, enjoyment and upkeep of the Premises and common areas and facilities.
- (f) To keep the common sewers, drains, pipes and other fittings and fixtures in good working condition and repair and in particular so as not to cause any damage to any of the buildings or any other part thereof.
- (g) To permit at all reasonable time the concerned authorized person(s) in charge of the maintenance of the said Premises to enter into any part of the Units/Flats of the Buildings and view and inspite the interiors thereof or for the purpose of repair or replacement of any common pipes, drains or

installations and in course of the same if any other work or replacement or repair is found wanting, immediately on notice being served to that effect, to remedy the same at own costs and expenses.

- (h) To subscribe to and regularly pay for insurance of the Building.
- (i) To pay proportionately for capital expenditure of sewerage, drainage, deep tube well, reservoir, and main gate, boundary wall .
- (j) Not to use respective Buildings or permit to be used any part thereof for carrying on any illegal or immoral trade or activity or for any purpose which may cause any nuisance, annoyance or hazard to any part of the buildings or other occupiers thereof or to its neighbour or neighbouring Premises .
- (k) Not to create any disturbance or annoyance directly or indirectly either to the other co-occupiers of the Buildings or to the neighbours.
- (l) Not to store or keep any articles, dirt or refuse or garbage on any part of the Common area save and except the specified portion if so demarcated in writing.
- (m) Not to park or be permitted to park any vehicle in any part of the Common areas (save and except the respective allotted and marked Car parking Spaces) or obstruct or keep or store any article of whatsoever nature in any part of the Common areas or in any part thereof.
- (n) Not to do or permit to be done any acts, deeds or things which may prejudice the Insurance cover of the buildings.
- (o) Not to claim any additional right save and except that shall be provided in writings.

6.4 For a period of ten years, unless agreed upon otherwise by the parties hereto in writings, the Party of the Second Part shall remain responsible for maintenance of the common parts and portions and rendition of common services.

7. **MISCELLANEOUS**

7.1 The Parties have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership or an Association of persons.

7.2 It is understood that from time to time to facilitate the construction of the buildings by the Party hereto of the Second Part, various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Party hereto of the Second Part shall require adequate powers and authorities from the existing Owner and for such matters, the Party hereto of the First Part shall provide and authorize unto and in favour of the Party hereto of the Second Part and/or its nominated person as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law.

7.3 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective Allocations from the date of handing over possession.

7.4 All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the other on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.

7.5 The name of the Premises shall be "**LAXMI AQUASCAPE**" which shall be decided by the Developer.

ARTICLE : XV = FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

2. "Force Majeure" shall mean acts of god, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, order of injunction, and/or any other act or commission beyond the control of the parties hereto.

8. ARBITRATION

8.1 All or any dispute and/or differences between the Parties hereto if arises relating to or arising out of the interpretation, effect, meaning, construction or import of this Agreement or their respective obligations, terms, stipulations, rights, liabilities, performance or otherwise by whatever name called shall be mutually resolved and on failure thereof the same shall be referred for adjudication in Arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996. While the each party shall appoint one Arbitrator each, the said two appointed Arbitrators shall nominate the Third Presiding Arbitrator. The Arbitrators shall be duly bound to give Speaking Awards and all sittings of the Arbitration proceedings shall be at Kolkata. The Arbitrators shall be at liberty to make and publish any interim decisions and directions which shall be duly complied with and implement.

8.2 It has been expressly agreed by and between the parties hereto that during pendency of any arbitration proceedings the same shall not absolute the Party of the Second Part from continuing with the work of construction with the intent and object that the said new building and/or buildings will be completed in all respects within the period stipulated in the plan and as per the other terms stated in this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PART- I) TOTAL LAND

ALL THAT piece and parcel of 3 (Three) Bighas 19 (Nineteen) Cottahs, mokorari mourashi bastu land together with structures standing thereon, situated at Holding No. 26, 27 & 28, and since being renumbered as 26,27 & 28/1 Foreshore Road (corresponding to

Dag Nos. 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within Howrah Municipal Corporation Ward No. 36, together with all other rights of easement attached thereto, butted and bounded as follows:

ON THE NORTH : BJM Land;
ON THE SOUTH : Kazaria Factory;
ON THE EAST : BJM Godown;
ON THE WEST : Foreshore Road.

(PART- II)

(Portion of land wherein Block-"A" & Block-"B" have been constructed)

ALL THAT divided and demarcated piece and parcel of land measuring 13 (Thirteen) Cottahs and 8 (Eight) Chittacks more or less formed out of the land mentioned in Part-I of the First schedule **written hereinabove** measuring a total land area of 3 (Three) Bighas 19 (Nineteen) Cottahs, mokorari mourashi bastu land together with structures standing thereon, situated at Holding No. **26, 27 & 28, and since being renumbered as 26,27 & 28/1** Foreshore Road (corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within Howrah Municipal Corporation Ward No. 36 and butted and bounded as follows:

ON THE NORTH : By balance land measuring 65 (Sixty five) cottahs and 8 (Eight) chittacks belonging to Block-C
ON THE SOUTH : Kazaria Factory;
ON THE EAST : Foreshore Road;
ON THE WEST : Bengal Jute Mills Godown.

(PART- III)

(Portion of land wherein Block-"C" shall be constructed)

ALL THAT divided and demarcated piece and parcel of land measuring 65 (Sixty Five) Cottahs and 8 (Eight) Chittacks more or less formed out of the land mentioned in Part-I of the First schedule **written hereinabove b hereinabove** measuring a total land area of, 3

(Three) Bighas 19 (Nineteen) Cottahs, mokorari mourashi bastu land together with structures standing thereon, situated at Holding No. **26, 27 & 28, and since being renumbered as 26,27 & 28/1** Foreshore Road (corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within Howrah Municipal Corporation Ward No. 36, together with all other rights of easement attached thereto, butted and bounded as follows:

- ON THE NORTH : By remaining part of premises no: 26,27 & 28 Foreshore Road
- ON THE SOUTH : By balance land measuring 13 (Thirteen) cottahs and 8 (Eight) chittacks belonging to Block-A & Block-B.
- ON THE EAST : Foreshore Road;
- ON THE WEST : Bengal Jute Mills Godown.

THE SECOND SCHEDULE ABOVE REFERRED TO

(COMMON AREAS COMMON FACILITIES AND COMMON EXPENSES)

The owner of the land, prospective purchasers, society or syndicate or Association shall allow each other the following easement and quasi-easements rights privileges etc.

- i) Land under the said building described in the Schedule herein before.
- ii) All sides spaces, spaces, paths, passages, drains ways in the land said building.
- iii) General lighting of the common portions and space for installations of electric meter in general and separate.
- iv) Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- v) Stair case and staircases landing.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.

- ix) Common water reservoir.
- x) Water and sewerage eviction from the pipes of the every units, to drain and sewerage common to the said building.
- xi) Common electric line.
- xii) Lift facilities.
- xiii) Durwan and/or caretakers room , Meter Room ,common toilets
- Xiv) The boundary walls, entrances and exist points of the Premises, all passages and open spaces of the Premises required to be kept open under the law, Common space and/or spaces including the space meant Security Guards or any other space, utility or services as may mutually decide without affecting any one's individual rights or title.
- XV) All common installations, connections and serving facilities including water courses, ferrule, electrical power supply, common lights, telephone D. P. sewerage and water drains, gutters, pipes, cables, conduits, connections and common electrical wiring.
- xvi) Cost of Maintenance of Gardens in the buildings, community hall, Gymnasium, Games Rooms, Lounge areas, Muliporpose Games Courts, Indoor games Rooms, Fire fighting equipments, Lobby maintenance,

[Common Expenses for Common Areas]

1. Expenses of maintaining, cleaning, repairing, painting, redecorating, replacement, reconstruction, etc. of the Common areas and facilities.
2. The cost of electricity charges for common facilities including lighting the Common passages, Car Parking Areas, Security Guards Room.
2. The cost of working, maintenance, repair, replacement of tube well, common equipment, lights, etc.

3. The costs of the salaries of caretakers, sweepers, personnel, as may be employed from time to time.
4. Capital or recurring expenditure for replacement, renovation, installations of all or any item comprised in the general common areas and facilities.
5. Capital or recurring expenditure for replacement and/or repair of such common utilities.
6. The costs of others as may be necessary and incumbent including creation of reserve fund, or otherwise.
7. All or any other areas as may be deemed to be common areas as stated by the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATION)

Internal Specifications - changes in bold / strike through / underlined

| | |
|------------------------|----------------------------------------------------------------------------|
| Wall Finish | Interior – Conventional brickwork with Cement Putty |
| <u>Flooring</u> | <u>Master Bedroom - Vitrified Tiles / Wooden High end Laminated</u> |
| | <u>Other Bedrooms - Vitrified</u> |
| | <u>Living / Dining / Balcony - Vitrified Tiles</u> |
| Kitchen | Granite Platform |
| | Anti skid vitrified tiles (size 2 X 2) |
| | Stainless Steel sink with drainage board |
| | Dado tiles upto 2 ft above the counter/platform |
| | Elect. Point for refrigerator, water purifier & exhaust fan |
| Toilet | Sanitaryware fittings of Hindustan, Parryware or equivalent |
| | Anti skid vitrified tiles in flooring |
| | Glazed tiles on the walls upto door height |
| | CP fittings of <u>Jaguar</u> / or equivalent |

| | |
|--|----------------------------------------------|
| | Electric point for geyser & exhaust fan |
| | Plumbing provision for hot & cold water line |
| | |

| | |
|-----------------|-----------------------------------------------------------------------------------|
| Doors & Windows | Main Door – Flush door polished with decorative handles, night latch and eyepiece |
| | Internal Doors – flushed panel doors fittings with handles & door stoppers. |
| | .kitchen Door - Flush Door |
| | Windows – Openable Aluminum powder coated good section |

| | |
|-------------|-------------------------------------------------------------------------------|
| Electricals | Modular Switches |
| | Ample necessary electrical points all across the flat . |
| | PVC conduit pipe concealed copper wiring with central MCB/RCB of repute brand |
| | Video door Phone. |
| | Cable T.V & Telephone connections in each flats |

| | |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| | |
| EXTERNAL SPECIFICATIONS: changes | |
| | |
| Elevation | Modern Aesthetic Elevation .. |
| | |
| Ground lobby | Well decorated double height lobby with flooring mix of marbles/tiles/granite Well decorated lobby with reception desk & waiting area Decorated Lift Wall panel |
| | |
| Staircase & Floor Lobby | Good Quality Kota stone in staircase Tiles/marbles/granite in each floor lobby Modern decorative railing |
| | |
| Elevators | Automatic Lifts with latest & modern rescue system of Otis/Kone or equivalent |
| | |
| Car Management | Minimum one car parking space per flat* Covered car park on ground floor & 1 st floor with numbered, illuminated & ventila car park bays. Two wheeler parking |

| | |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Chauffer resting & utility zone |
| Water Management | De-ionisation cum water filtration plant All the taps in kitchen shall flow <u>potable</u> water |
| Power Back-up | Full power backup to run lift/pump/common area lighting Adequate power back up for all the flats* |
| Security & Fire Fighting <u>Protection</u> | Video door phones at every apartment Connection of intercom/EPBX with the reception & security and with all other apartments of the complex. State of the Art <u>Intelligent</u> Fire Fighting system as per the norms . |
| | |
| | |
| | |
| | |

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Allocation made to the party of the First Part)

"Laxmi-Aquascape"
(26+27+28)/1, Foreshore Road, Howrah
Final Allocation 30.04.2014

Adyama Complex Pvt. Ltd.

| S. No | Flat No. | Block | Floor | Flat Type | BHK | Flat area Built up with Wardrobe | Total S.B.A @ 35.15% | S.B.A Sertvant Qtr | R.O SBA OF FLAT @ 26% | Terrace (sq ft.) | Chargeable Terrace area | Total Chargeable Area | |
|-------|----------|--------------|-------|-----------|------------|----------------------------------|----------------------|--------------------|-----------------------|------------------|-------------------------|-----------------------|------------------|
| 1 | S-4B | Block - I(S) | 4 | B | 3 | 1266 | 444.999 | 141 | 1711 | 342 | 205 | 2057 | S.Q.ON SAME Flr |
| 2 | N-4B | Block- II(N) | 4 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 3 | S-5B | Block - I(S) | 5 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 4 | N-5B | Block- II(N) | 5 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 5 | N-5C | Block- II(N) | 5 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 6 | S-6B | Block - I(S) | 6 | B | 3 | 1266 | 444.999 | 141 | 1711 | 192 | 115 | 1967 | S.Q.ON 2 Flr |
| 7 | N-6B | Block- II(N) | 6 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 8 | S-7A | Block - I(S) | 7 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 9 | S-7B | Block - I(S) | 7 | B | 5/D(lower) | 2360 | 829.54 | 141 | 3190 | 342 | 205 | 3536 | S.Q.ON 3rd Floor |
| 10 | N-7B | Block- II(N) | 7 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 11 | N-8B | Block- II(N) | 8 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 12 | S-9A | Block - I(S) | 9 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |

| | | | | | | | | | | | | | |
|----|-------|---------------|----|---|------------|------|----------|-----|------|-----|-----|------|------------------|
| 13 | S-9B | Block - I(S) | 9 | B | 3 | 1266 | 444.999 | 107 | 1711 | 192 | 115 | 1933 | S.Q. NO. - 13 |
| 14 | S-9C | Block - I(S) | 9 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 15 | S-10A | Block - I(S) | 10 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 16 | N-10A | Block - II(N) | 10 | A | 3 | 1228 | 431.642 | 141 | 1660 | 342 | 205 | 2006 | S.Q. ON 11th Flr |
| 17 | N-10C | Block - II(N) | 10 | C | 4 | 1717 | 603.5255 | 128 | 2321 | | | 2449 | |
| 18 | N-11B | Block - II(N) | 11 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 19 | S-12B | Block - I(S) | 12 | B | 3 | 1266 | 444.999 | 141 | 1711 | 192 | 115 | 1967 | S.Q. ON SAME Flr |
| 20 | N-12A | Block - II(N) | 12 | A | 3 | 1228 | 431.642 | 141 | 1660 | 192 | 115 | 1916 | S.Q. ON SAME Flr |
| 21 | S-13B | Block - I(S) | 13 | B | 5/D(Lower) | 2360 | 829.54 | 141 | 3190 | 342 | 205 | 3536 | S.Q. ON 13 Flr |
| 22 | N-13B | Block - II(N) | 13 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 23 | S-14C | Block - I(S) | 14 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 24 | N-14B | Block - II(N) | 14 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 25 | S-15C | Block - I(S) | 15 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 26 | N-15B | Block - II(N) | 15 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 27 | S-16A | Block - I(S) | 16 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 28 | N-16C | Block - II(N) | 16 | C | 4 | 1717 | 603.5255 | 128 | 2321 | | | 2449 | |
| 29 | N-17B | Block - II(N) | 17 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 30 | S-18B | Block - I(S) | 18 | B | 3 | 1266 | 444.999 | 97 | 1711 | 192 | 115 | 1923 | S.Q. NO. - 3 |

| | | | | | | | | | | | | |
|----|-------|-------------|----|---|---|------|---------|--|------|--|--|------|
| | | | | | | | | | | | | |
| 31 | N-188 | Block-II(N) | 18 | 8 | 3 | 1266 | 444.999 | | 1711 | | | 1711 |

| | | | | | | |
|-------|----------|------|---------------|--|------|--------------|
| 44120 | 15508.18 | 1959 | 59633 | | 1395 | 62987 |
| | | | S.Q. NO. - 3 | | | |
| | | | S.Q. NO. - 9 | | | 134 |
| | | | S.Q. NO. - 11 | | | 150 |
| | | | S.Q. NO. - 13 | | | |
| | | | S.Q. NO. - 14 | | | 115 |
| | | | S.Q. NO. - 16 | | | 158 |
| | | | | | | 63544 |

Final Allocation Details:-

| Flat Type | Total No. | GHG Share | Adyama Share | S.B.A Adyama | S.B.A GHG |
|--------------|-----------|-----------|--------------|--------------|-----------|
| 3 BHK | 52 | 29 | 23 | 40941 | 50873 |
| 4 BHK | 18 | 12 | 6 | 14974 | 29948 |
| Duplex | 6 | 4 | 2 | 7072 | 14899 |
| S.Q. | 50 | 31 | 15+4 | 557 | 658 |
| Terrace Flat | 22 | 13 | 9 | | |
| | | | | 63544 | 96378 |
| | | | | | 159922 |

| | |
|--------------------------------------|--------|
| Total Area | 159922 |
| Allocation Area @40% | 63919 |
| Alloted Area to Adyama Complex P Ltd | 63544 |
| Diff. In area | 375 |

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Allocation made to the party of the Second Part)**

"Laxmi-Aquascape"
(26+27+28)/1, Foreshore Road, Howrah
Final Allocation 30.04.2014

Bengal GHG Nirman Pvt. Ltd.

| S. No | Flat No. | Block | Floor | Flat Type | BHK | Flat area Built up with Wardobe | Total S.B.A @ 35.15% | S.B.A Servant Qtr | R.O SBA OF FLAT @ 26% | Terrace (sq ft.) | Chargeable Terrace area | Total Chargeable Area | |
|-------|----------|--------------|-------|-----------|-----|---------------------------------|----------------------|-------------------|-----------------------|------------------|-------------------------|-----------------------|-------------|
| 1 | S-4A | Block - I(S) | 4 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 2 | N-4A | Block-II(N) | 4 | A | 3 | 1228 | 431.642 | 141 | 1660 | 342 | 205 | 2006 | S.Q. SA# FI |
| 3 | S-5A | Block - I(S) | 5 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 4 | S-5C | Block - I(S) | 5 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 5 | N-5A | Block-II(N) | 5 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 6 | S-6A | Block - I(S) | 6 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 7 | S-6C | Block - I(S) | 6 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 8 | N-6A | Block-II(N) | 6 | A | 3 | 1228 | 431.642 | 141 | 1660 | 192 | 115 | 1916 | S.Q. 2 F |
| 9 | N-6C | Block-II(N) | 6 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 10 | S-7C | Block - I(S) | 7 | C | 4 | 1717 | 603.5255 | 128 | 2321 | | | 2449 | |
| 11 | N-7A | Block-II(N) | 7 | A | 3 | 1228 | 431.642 | 128 | 1660 | 342 | 205 | 1993 | S.Q. 3r Flo |
| 12 | N-7C | Block-II(N) | 7 | C | 4 | 1717 | 603.5255 | 128 | 2321 | | | 2449 | |
| 13 | S-8A | Block - I(S) | 8 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 14 | S-8C | Block - I(S) | 8 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 15 | N-8A | Block-II(N) | 8 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |

| | | | | | | | | | | | | | |
|----|-------|-------------|----|---|------------|------|----------|-----|------|-----|-----|------|-----------------|
| 16 | N-8C | Block-II(N) | 8 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 17 | N-9A | Block-II(N) | 9 | A | 3 | 1228 | 431.642 | 107 | 1660 | 192 | 115 | 1882 | S.C NO. |
| 18 | N-9B | Block-II(N) | 9 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 19 | N-9C | Block-II(N) | 9 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 20 | S-10B | Block-1(S) | 10 | B | 5/D(lower) | 2360 | 829.54 | 141 | 3190 | 342 | 205 | 3536 | S.Q 11 FI |
| 21 | S-10C | Block-1(S) | 10 | C | 4 | 1717 | 603.5255 | 128 | 2321 | | | 2449 | |
| 22 | N-10B | Block-II(N) | 10 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 23 | S-11A | Block-1(S) | 11 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 24 | N-11A | Block-II(N) | 11 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 25 | S-12A | Block-1(S) | 12 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 26 | N-12B | Block-II(N) | 12 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 27 | S-13A | Block-1(S) | 13 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 28 | N-13A | Block-II(N) | 13 | A | 3 | 1228 | 431.642 | 141 | 1660 | 342 | 205 | 2006 | S.Q 13 |
| 29 | S-14A | Block-1(S) | 14 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 30 | N-14A | Block-II(N) | 14 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 31 | N-14C | Block-II(N) | 14 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 32 | S-15A | Block-1(S) | 15 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 33 | S-15B | Block-1(S) | 15 | B | 3 | 1266 | 444.999 | 95 | 1711 | 192 | 115 | 1921 | S.C NO. |

| | | | | | | | | | | | | | |
|----|-------|-------------|----|---|------------|------|----------|-----|------|-----|-----|------|-------------|
| 34 | N-15A | Block-II(N) | 15 | A | 3 | 1228 | 431.642 | 99 | 1660 | 192 | 115 | 1874 | S.O. NO. 17 |
| 35 | N-15C | Block-II(N) | 15 | C | 4 | 1769 | 621.8035 | 128 | 2391 | | | 2519 | |
| 36 | S-16B | Block-1(S) | 16 | B | 5/D(Lower) | 2360 | 829.54 | 124 | 3190 | 342 | 205 | 3519 | S.O. 17 |
| 37 | S-16C | Block-1(S) | 16 | C | 4 | 1717 | 603.5255 | 128 | 2321 | | | 2449 | |
| 38 | N-16A | Block-II(N) | 16 | A | 3 | 1228 | 431.642 | 124 | 1660 | 342 | 205 | 1989 | S.O. 17 |
| 39 | N-16B | Block-II(N) | 16 | B | 3 | 1266 | 444.999 | | 1711 | | | 1711 | |
| 40 | S-17A | Block-1(S) | 17 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 41 | S-17C | Block-1(S) | 17 | C | 5/Panhouse | 2721 | 956.4315 | 124 | 3678 | 200 | 120 | 3922 | S.O. 18 |
| 42 | N-17A | Block-II(N) | 17 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 43 | N-17C | Block-II(N) | 17 | C | 5/Panhouse | 2721 | 956.4315 | 124 | 3678 | 200 | 120 | 3922 | S.O. 18 |
| 44 | S-18A | Block-1(S) | 18 | A | 3 | 1228 | 431.642 | | 1660 | | | 1660 | |
| 45 | N-18A | Block-II(N) | 18 | A | 3 | 1228 | 431.642 | 107 | 1660 | 192 | 115 | 1882 | S.O. NO. 17 |

| | | | | | |
|-------|-----------|------|---------------|------|--------------|
| 66984 | 23544.876 | 3132 | 90543 | 2045 | 95720 |
| | | | S.Q. NO. - 1 | | |
| | | | S.Q. NO. - 2 | | |
| | | | S.Q. NO. - 4 | | 105 |
| | | | S.Q. NO. - 5 | | 95 |
| | | | S.Q. NO. - 6 | | 78 |
| | | | S.Q. NO. - 7 | | 134 |
| | | | S.Q. NO. - 8 | | 124 |
| | | | S.Q. NO. - 10 | | 122 |
| | | | S.Q. NO. - 12 | | |
| | | | S.Q. NO. - 15 | | |
| | | | | | 96378 |

Final Allocation Details:-

| | | | | | |
|------------------|------------------|------------------|---------------------|---------------------|------------------|
| Flat Type | Total No. | GHG Share | Adyama Share | S.B.A Adyama | S.B.A GHG |
|------------------|------------------|------------------|---------------------|---------------------|------------------|

| | |
|------------|--------|
| Total Area | 159798 |
|------------|--------|

| | | | | | |
|-----------------|----|----|------|-------|--------|
| 5 BHK | 52 | 29 | 23 | 40941 | 50873 |
| 4 BHK | 18 | 12 | 6 | 14974 | 29948 |
| Duplex | 6 | 4 | 2 | 7072 | 14899 |
| S.Q | 50 | 31 | 15+4 | 557 | 658 |
| Terrace Flat | 22 | 13 | 9 | | |
| | | | | 63544 | 96378 |
| | | | | | 159922 |

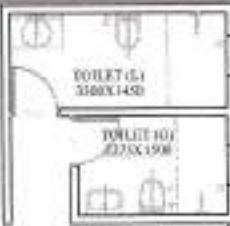
| | |
|--------------------------------------------|-------|
| Allocation Area @40% | 63919 |
| Alloted Area to Adyama Complex P Ltd | 63544 |
| Diff. in area | 375 |

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(ALLOCATION OF CAR PARKING AREAS AND THE COMMERCIAL AREAS MADE TO THE FIRST AND SECOND PART)

| S. NO | PARKING TYPE | FLOOR | | ALLOTMENT | | ALLOTMENT | | |
|--------|--------------|--------------------|-----|---------------------------|------------------------|-----------|-----|-----|
| | | GROUND | 1st | Bengal GHG Nirman Pvt Ltd | Adyama Complex Pvt Ltd | GROUND | 1st | |
| 1 | 4 | Covered | 44 | 32 | 26 | 19 | 18 | 13 |
| 2 | Wheeler | Open | 58 | N/A | 32 | N/A | 21 | N/A |
| 3 | 2 Wheeler | Covered | 40 | 6 | 26 | 2 | 14 | 4 |
| 4 | 4 Wheeler | Commerical Parking | 6 | N/A | 4 | N/A | 2 | N/A |
| TOTAL- | | | 148 | 38 | 88 | 21 | 55 | 17 |

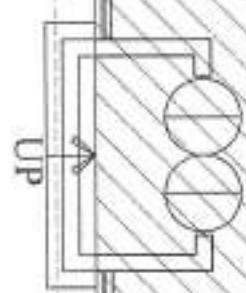
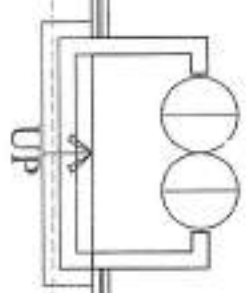
** Please note that 5 open car parks in the ground floor have been earmarked for common facilities



SHOW ROOM
283.50X164.25
LEV. +600

BENGAL GHG NIRMAN PVT. LIMITED
56'-0" X 54'-0"
AREA :- 3152 SFT.

ADYAMA COMPLEX PVT. LIMITED
37'-0" X 54'-0"
AREA :- 2104 SFT.



ALLOCATION FOR COMMERCIAL SPACE

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

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

ADYAMA COMPLEX PRIVATE LIMITED.

Sourav Kumar
Director

1. Bijay Kumar Singh
88, College Road
P.S. Shibpur How-3
2. Nepal Associates.
2 Ganga in place
Kolkata

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

For BENGAL GHG NIRMAN PVT. LTD.

Om Prakash
Director

1. Bijay Kumar Singh
2. Nepal Associates.

Jitendra Singh Boyed
Drafted by
JITENDRA SINGH BOYED
Advocate
High Court, Calcutta

NAME SANJAY KUMAR GUPTA

SIGNATURE *Sanjay Kumar Gupta*



Sanjay Kumar Gupta

| LEFT HAND FINGER PRINTS | | | | |
|-------------------------|------|--------|------|-------|
| LITTLE | RING | MIDDLE | FORE | THUMB |
| | | | | |

| RIGHT HAND FINGER PRINTS | | | | |
|--------------------------|------|--------|------|--------|
| THUMB | FORE | MIDDLE | RING | LITTLE |
| | | | | |

NAME RAJIV KUMAR GUPTA

SIGNATURE *Rajiv Kumar Gupta*





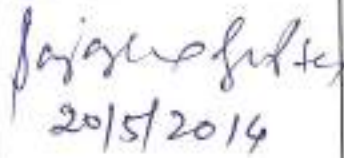
Rajiv Kumar Gupta

| LEFT HAND FINGER PRINTS | | | | |
|-------------------------|------|--------|------|-------|
| LITTLE | RING | MIDDLE | FORE | THUMB |
| | | | | |

| RIGHT HAND FINGER PRINTS | | | | |
|--------------------------|------|--------|------|--------|
| THUMB | FORE | MIDDLE | RING | LITTLE |
| | | | | |

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - I KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 04175 / 2014, Deed No. (Book - I , 04437/2014)

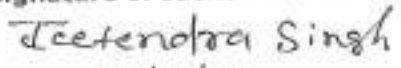
I . Signature of the Presentant

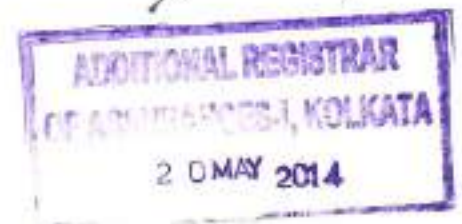
| Name of the Presentant | Photo | Finger Print | Signature with date |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Sanjay Kumar Gupta 14/4/2, Mackenjee Lane, Howrah, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, |  20/05/2014 |  LTI 20/05/2014 |  20/5/2014 |

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

| Sl No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1 | Sanjay Kumar Gupta Address -14/4/2, Mackenjee Lane, Howrah, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, | Self |  20/05/2014 |  LTI 20/05/2014 |  Director |
| 2 | Rajiv Kumar Gupta Address -10/2 A, Alipore Park Place, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027 | Self |  20/05/2014 |  LTI 20/05/2014 |  Director |

Name of Identifier of above Person(s)
 Jeetendra Singh
 2, Garstin Place, Kolkata, Thana:-Hare Street,
 District:-Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date

 20/5/14



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA



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

Endorsement For Deed Number : I - 04437 of 2014
(Serial No. 04175 of 2014 and Query No. 1901L000010580 of 2014)

On 20/05/2014

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 Cash

Rs. 220094.00/-, on 20/05/2014

(Under Article : B = 219989/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 20/05/2014)

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.-8,77,69,998/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as:
Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 845651, Draft Date 20/05/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 20/05/2014
2. Rs. 26100/- is paid , by the draft number 845652, Draft Date 20/05/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 20/05/2014

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

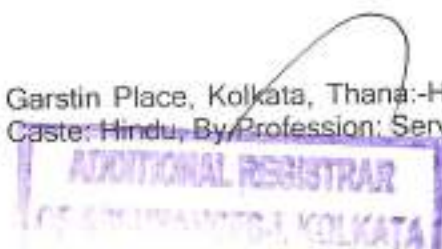
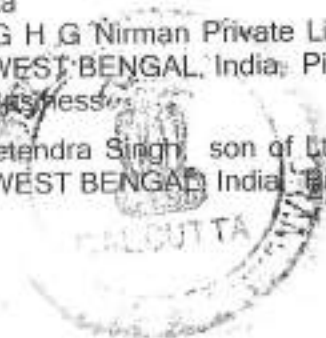
Presented for registration at 12.48 hrs on :20/05/2014, at the Office of the A.R.A. - I KOLKATA by Sanjay Kumar Gupta ,Executant.

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

Execution is admitted on 20/05/2014 by

1. Sanjay Kumar Gupta
Managing Director, Adyama Complex Private Limited, 14/4/2, Mackenjee Lane, Howrah, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, .
, By Profession : Business
2. Rajiv Kumar Gupta
Director, Bengal G H G Nirman Private Limited, 80/81, Bentink Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India. Pin :-700001.
, By Profession : Business

Identified By Jeetendra Singh, son of Lt. M. Singh, 2, Garstin Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India. Pin :-700001, By Caste:-Hindu, By Profession: Service.



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 9178 to 9228
being No 04437 for the year 2014.



(Dinabandhu Roy) 23-May-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal