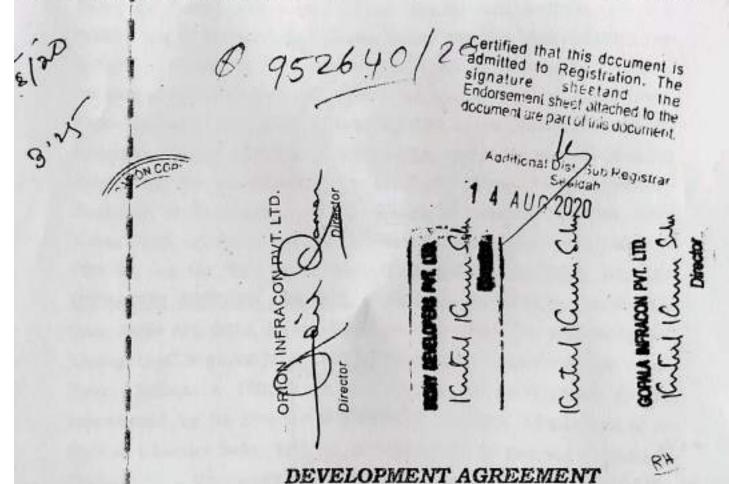
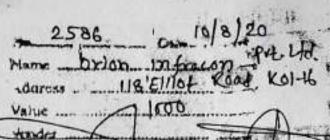


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THIS DEVELOPMENT AGREEMENT is made on 11th day of August, Two Thousand Twenty (2020)



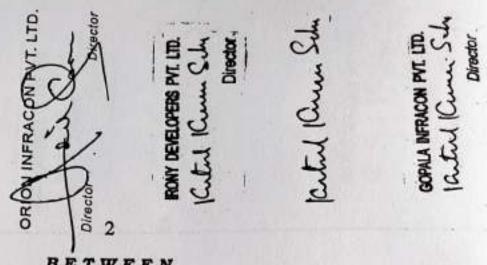
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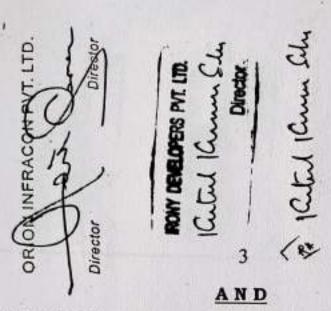
Dist.-South 24 Parganas

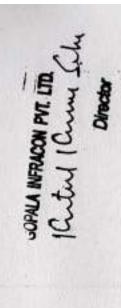
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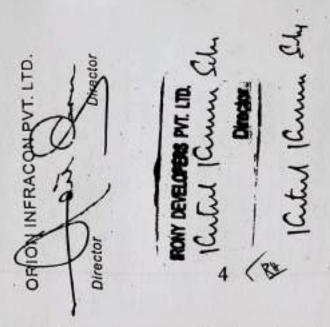
(1) M/S. IRONY DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 as amended upto date, PAN No. AACCI2769P, having its office at 333/M/2, Jessore Road, P.O. - Lake Town, P.S. - Lake Town, Kolkata-700089, in the District of 24-Parganas (North), represented by its Director SRI KUNTAL KUMAR SAHA, son of Sri Ranesh Chandra Saha, PAN No. ALPPS7150R, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Premises No.P-321, Lake Town, Block - A, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas, (2) SRI KUNTAL KUMAR SAHA, son of Sri Ranesh Chandra Saha, PAN No. ALPPS7150R, by Religion - Hindu, by Occupation -Business, by Nationality - Indian, residing at Premises No.P-321, Lake Town, Block - A, P.O. - Lake Town, Police Station - Lake Town, Kolkata -700089, in the District of North-24-Parganas, (3) M/S. GOPALA INFRACON PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, as amended upto date, PAN No. AADCG0724H, having its office at 333/M/2, Jessore Road, P.O. - Lake Town, P.S. - Lake Town, Kolkata - 700089, in the District of 24-Parganas (North), represented by its Director SRI KUNTAL KUMAR SAHA, son of Sri Ranesh Chandra Saha, PAN No. ALPPS7150R, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Premises No.P-321, Lake Town, Block - A, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas, hereinafter jointly called the "OWNERS" (which expression shall unless excluded by or repugnant to the contexts be deemed to mean an include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.





ORION INFRACON PVT. LTD, a company incorporated under the provisions of Companies Act, 2013 (as amended upto date), PAN No. AABCO 0502B, having its registered office at 118, Elliot Road, 1st Floor, P.O. & Police Station – Park Street, Kolkata-700016; represented by one of its Director namely ADIL QAMAR, son of MD Qamruddin, PAN No. AABPQ1401A, by Religion – Muslim, by Occupation – Business, residing at 138/D Karaya Road, Police Station – Beniapukur, P.O. – Circus Avenue, Kolkata - 700017, hereinafter called to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the contexts be deemed to mean include its heirs, executors, administrators, legal representatives and assigns) of the of the SECOND PART.

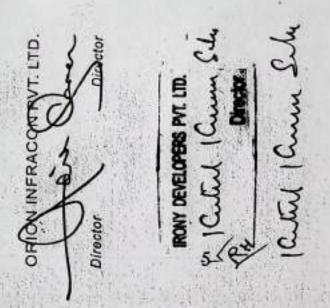
WHEREAS one Bibhuti Bhusan Ghosh, since deceased, son of Late Ashutosh Ghosh, was the absolute owners of the entire Plot of land comprised in portion of C.S. Dag No. 914 under Khatian No. 212 and C.S. Dag No. 903, under Khatian No. 214, in Mouza – Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, being the divided Northern Portion of the amalgamated premises No. 168, 169, 170, 171, 172, 173, 1074, 175 and 176, B.B. Chatterjee Road, within the Municipal limit of Calcutta, Police Station – Sadar Tollygunge, Sub-Registration office Sadar Alipore and in the District of 24-Parganas now South-24-Parganas, along with his other properties.



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AND WHEREAS by a Deed of Gift dated 20th day of February, 1974, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No.26, at pages No.191 to 196 as Being No.935, for the year 1974, the said Bibhuti Bhusan Ghosh, the donor therein, out of love and affection as mentioned therein granted, conveyed and transferred his property being ALL THAT piece or parcel of bastu land, measuring area 1 (one) Bigha 06 (six) cotthas 15 (fifteen) chittaks 18 (eighteen) square feet, more or less or lying and situate at portion of C.S. Dag No. 914 under Khatian No. 212 in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, being the divided Northern Portion of the amalgamated premises No. 168, B.B. Chatterjee Road, within the limit of Calcutta Municipal Corporation, Police Station - Sadar Tollygunge, Sub-Registration office Sadar Alipore and in the District of South-24-Parganas, in favour of his daughter-in-law Smt. Rini Ghosh, the donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

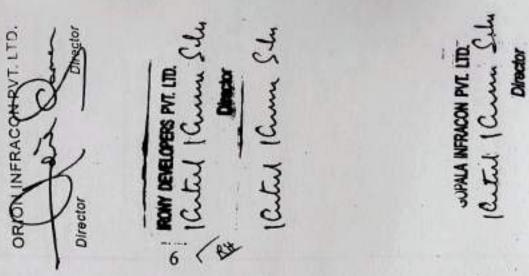
AND WHEREAS the said Smt. Rini Ghosh acquired the said divided and demarcated portion of the said property admeasuring 01 (one) Bigha 06 (six) cottahs 15 (fifteen) chittaks 18 (eighteen) square feet togetherwith easement right into, upon and over the 30' feet wide common passage now being a portion of the municipal road.



JOPALA INFRACON PVT. LTD.

AND WHEREAS after acquiring the said property admeasuring 01 (one) Bigha 06 (six) Cottahs 15 (fifteen) Chittaks 18 (eighteen) Square feet being the Southern portion of premises No. 168A, Banku Behari Chatterjee Road, Kolkata – 700042, the said Smt. Rini Ghosh got the said property separated and mutated under the Assessee No. 210910301007, in her own name whereupon the said separated portion was known and numbered as premises No. 168A, Banku Behari Chatterjee Road, Kolkata – 700042.

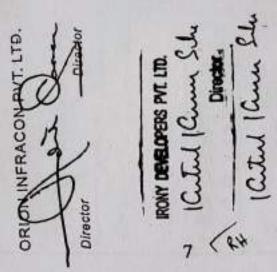
AND WHEREAS for the purpose of clarification it is recorded that the said Smt. Rini Ghosh being also the resident of California in United States used to keep away from Kolkata and by taking advantage of such situated a forged and fraudulent Power of Attorney as if granted by the said Smt. Rini Ghosh was got registered by one Bishakh Kumar Ghosh, being Deed No. 4410 for the year 2011 registered in Book No. IV, with Registrar of Assurances, Kolkata and on the strength of such Power of Attorney the said Bishakh Kumar Ghosh sold a demarcated 26 (twenty six) Cottahs 15 (fifteen) Chittaks 18 (eighteen) Square feet property/land to M/S. Irony Developer Pvt. Ltd; M/S. Gopala Infracon Pvt. Ltd; and Mr. Kuntal Kumar Saha by a registered Deed of Conveyance dated 11/05/2012 registered with D.S.R. – II, in Book No. I, CD Volume No. 13, Pages 2871 to 2888, Being No. 06076 for the year 2012.



AND WHEREAS the said Smt. Rini Ghosh upon coming to know about such fraudulent Deed of transfer initiated a Title Suit being No. 33 of 2013 in the Court of Learned 5th Civil Judge, Senior Division at Alipore against the said purchasers and manufacturer of the fraud Power of Attorney holder in which suit a compromise petition was filed dated 22/07/2015 on the terms and conditions as contained therein and an interim order dated 05/08/2015 was passed for compliance of certain directions.

AND WHEREAS in compliance of the terms of the said compromise petition filed in Title Suit no. 33 of 2013, the said Smt. Rini Ghosh as the Plaintiff and the above named Owners as all the Defendants jointly executed and registered an Agreement for Sale thereof the (southern portion) 14 cottahs of land, dated 05/05/2015 being Deed No. 190106271 for the year 2015 registered with Additional District Sub-Registrar of Assurances, Kolkata whereby the said erroneous Deed of Conveyance dated 11/05/2012 was declared as null and void and the Defendant Nos.1, 2 and 3 therein were directed to obtain a fresh Conveyance from the said Smt. Rini Ghosh by paying the consideration amount which was agreed therein.

AND WHEREAS thereafter a final decree as prayed for was passed by the said Learned Court dated 29/11/2016 in the said Title Suit No. 33 of 2013 for carrying out the sale of a demarcated southern portion of the suit premises admeasuring 14 (fourteen) Cottahs by the plaintiff to the Owners above named on the condition that the purchasers therein and

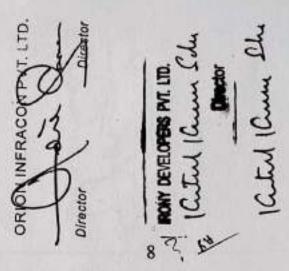


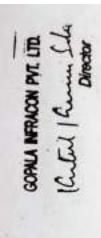
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now being the Owners above named would allot and deliver three numbers of flats are each of 1200 sft X 2nos, on 4th and 5th floors AND 800 sft X 1 no. on 2nd floor are to be, to south facing within tune of built up areas for the 3unites and two numbers of Covered Car Parking Spaces, shall has to be in accordance with the KMC's sanctioned areas to the Tenants namely to Subrata Sanyal and Dilip Kumar Raha hereinafter referred to as the 'Old Tenants'.

AND WHEREAS thus pursuant to the said Final Decree dated 29/11/2016 made in the said Title Suit No. 33 of 2013, the Plaintiff executed and registered the Deed of Conveyance dated 14/09/2017 in favour of the Owners above named in lieu of the appropriate consideration as provided under the said Final Decree and such Deed of Conveyance was duly registered with Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1901-2017, Pages 202839 to 202881, Being No. 190106089 for the year 2017.

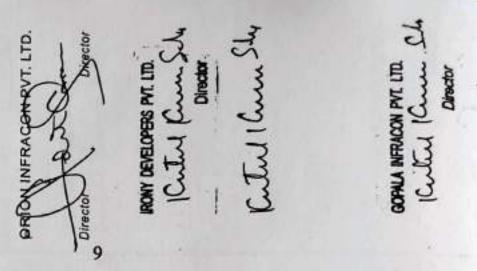
AND WHEREAS on the strength of the above recitals the Owners above named are now the full and absolute Owners in respect of the demarcated south portion of the said premises No. 168A, Banku Behari Chatterjee Road, Police Station - Kasba, Kolkata - 700042, Ward No. 91, admeasuring 14(fourteen) Cottahs more or less provided that the present Owners above named have applied to the KMC for separation of their purchased portion and mutation in their joint names in respect thereof which is pending.





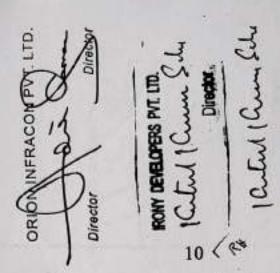
AND WHEREAS the Owners hereof are desirous of having the said property also described in the schedule hereunder written, herein called the 'said premises', shall be developed with the help of the Developer as above named and for the said purpose the Owners have represented to the Developer as follows:-

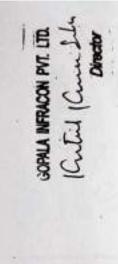
- i) That the Owners are the full and absolute Owners of the said property described under the Schedule hereto with a clear marketable title and the title of the Owners is not vitiated due to any prior fraudulent deeds or writings which have been set aside and/or declared null and void by the Court of Law.
- ii) That the mutation in names of the Owners of the scheduled property in the records of the Kolkata Municipal Corporation in respect of the said property of the said premises is pending and the same shall become an obligatory part of owners as to be getting it done at their cost with the help of Developer.
- iii) That the Owners are prepared to file executed and deliver the necessary applications and/or declarations to the municipal authority as required by law for mutation, separation, conversion and other activities provided the cost thereof would be on account of the Owners.
- iv) That the said property described in the schedule below were having occupied by two tenants at earlier and they have made already been vacated and shifted from thereof, a pretty long back on a verbal and mutual understanding basis thereon to construct a new building wherein they are to be allotted and shifted back by the way of rehabilitation from the part of the owners allocation only, Now,



the plot of land is having in full vacant and physical possession with the said owners as under lock and key with the said owners. Such on the said factuality, now the land is in fully capable of getting development without any embargo or any legal hassles in the process of development or to get sanction of building plan, and/or whatsoever.

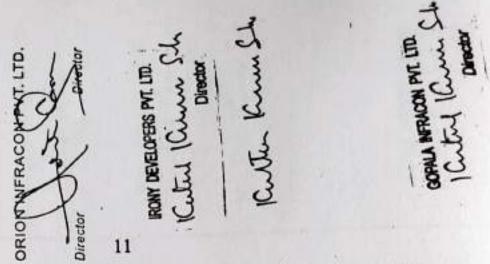
- v) The Owners herein confirming to the Developer as, the said plot of (14 Kottahs) land as" has already been vacated by the said old tenants and handed over the peaceful vacant physical possession thereof, their portion, by them directly to the present owners on a mutual understanding with the present owners, onwards execution of the Deed of Conveyance, in last September' 2017". Now, the land is in fully vacant and in fully possessed by the present owners.
- vi) The Owners herein has, also confirmed to the Developer to hand over the same status of physical and peaceful vacant possession to the Developer, shall be made on the same day of executing this agreement to facilitate them in lieu of the said old tenants to getting the tenants allocation in due course as per directives of the Hon. Court and in terms of the same is as recorded within the specified part of content of the Final Decree, dated 29.11.2016 made in the Title Suit No. 33 of 2013 and such here on the same, shall becoming the owners part as to bound to honor and/or as to be liable, is as stated herein.
- vii) Since the two nominated persons (Ref. to them as tenants, also) of Smt. Rini Ghosh will be allotted with their respective flats in the proposed new building in terms of the consent decree dated 29.11.2016 and also in terms of the Deed of Conveyance dated 14/09/2017, such old tenants shall be hand over their respective areas in the manner as contemplated under the said Decree and/or Deed, shall be out of the Owners' Allocation thereof, after completion of the building.





- viii) That the said premises is otherwise free from encumbrances and also free from any mortgage, charge, lien, attachment, acquisition, requisition, alignment, trust, debutter, howsoever, whatsoever.
- ix) The Owners have represented that the Owners are full and absolute Owners of the subject property being the subject matter of this agreement described under the First Schedule hereto free from all encumbrances, charge. Mortgage, trust, litigation and/or being without any occupant(s) and the Owners are in fully physical vacant possession of the said premises.
- x) The Owners have further represented to the Developer that the Owners are interested to have the said landed property to developed with the help of the developer herein on the basis of the sharing of the PRE-FIXED ALLOCATION OF (BUILT-UP) AREAS, @ 50:50 (Ratio) of Flats and Car Parking spaces and any other areas, if any shall be @ the same 50:50 (Ratio) wise thereof and also represented that apart from the Owners, no other person has any kind of right or interest in respect of the subject property and that the Owners have full power and absolute authority to execute this agreement in favour of the developer for development of the said property and the developer relying upon the representation of the Owners have decided to execute the present agreement with the Owners.

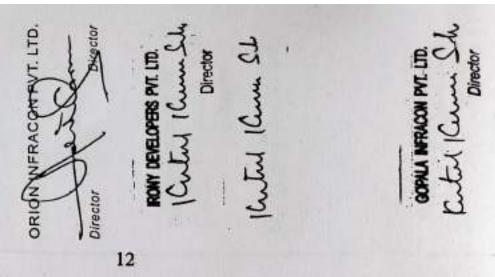
AND WHEREAS by virtue of the said deed the owners herein sole and absolute owners of the property being ALL THAT piece or parcel of bastu land, measuring an area 14 (fourteen) Cotthas more or less, togetherwith tin shed structure standing thereon measuring an area 3200 (three thousand two hundred) Square feet cement flooring more or less



lying and situate at the demarcated and departed portion of Premises No.168A, Banku Behari Chatterjee Road also known as B.B. Chatterjee Road, Police Station - Kasba, Kolkata - 700042, in Ward No.91, within the jurisdiction of the Kolkata Municipal Corporation, Assessee No. 210910301007, District South 24 Parganas, morefully and particularly described in the First Schedule hereunder written.

AND WHEREAS the Developer Second Part herein has proposed to the Owners to undertake the Construction of multi-storied building upon land being ALL THAT piece or parcel of bastu land, measuring an area 14 (fourteen) Cotthas more or less, together with tin shed structure standing thereon measuring an area 3200(three thousand two hundred) Square feet cement flooring more or less lying and situate at Premises No.168A, Banku Behari Chatterjee Road also known as B.B. Chatterjee Road, Police Station - Kasba, Kolkata - 700042, in Ward No.91, within the jurisdiction of the Kolkata Municipal Corporation, Assessee No. 210910301007, District South 24 Parganas, (morefully and particularly described in the FIRST SCHEDULE hereunder written) at his own cost shall strictly be in accordance with the sanction of the building plan and, the Owners have agreed to, and/or accepted the said Developer's proposal.

AND WHEREAS in pursuant to the said proposal the land Owners First part herein have agreed for such construction of the multi-storied building upon the aforesaid plot of land and the Developer Second Part herein has agreed to develop the said plot of land constructing a multi-storied building thereon as per terms and condition hereinafter appearing.

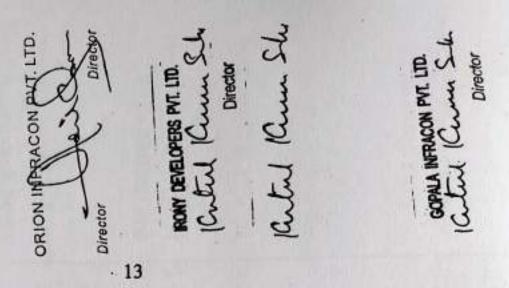


NOW THIS AGREEMENT WITNESSETH and it is hereby and hereunder agreed by and between the parties as follows: -

ARTICLE - I : DEFINITIONS

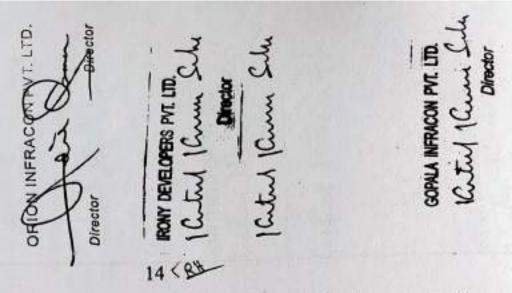
Unless in this presents it is repugnant or inconsistent with: -

1. OWNERS shall mean the (1) M/S. IRONY DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, as amended upto date, PAN No. AACCI2769P, having its office at 333/M/2, Jessore Road, P.O. - Lake Town, P.S. - Lake Town, Kolkata - 700089, in the District of 24-Parganas (North), represented by its Director SRI KUNTAL KUMAR SAHA, son of Sri Ranesh Chandra Saha, PAN No. ALPPS7150R, by Religion -Hindu, by Occupation - Business, by Nationality - Indian, residing at Premises No.P-321, Lake Town, Block - A, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas, (2) SRI KUNTAL KUMAR SAHA, son of Sri Ranesh Chandra Saha, PAN No. ALPPS7150R, by Religion -Hindu, by Occupation - Business, by Nationality - Indian, residing at Premises No.P-321, Lake Town, Block - A, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas, (3) M/S. GOPALA INFRACON PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, as amended upto date, PAN No. AADCG0724H, having its office at 333/M/2, Jessore Road, P.O. - Lake Town, P.S. - Lake Town, Kolkata - 700089, in the District of 24-Parganas (North),

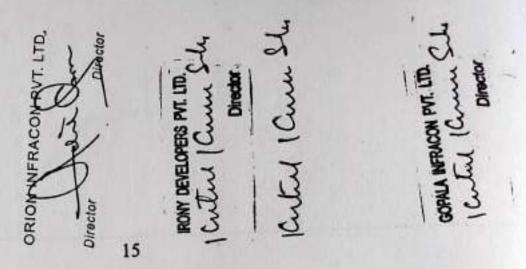


represented by its Director SRI KUNTAL KUMAR SAHA, son of Sri Ranesh Chandra Saha, PAN No. ALPPS7150R, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Premises No.P-321, Lake Town, Block - A, P.O. - Lake Town, Police Station - Lake Town, Kolkata - 700089, in the District of North-24-Parganas.

- 2. DEVELOPER shall mean <u>ORION INFRACON PVT. LTD</u>, a company incorporated under the provisions of Companies Act, 2013 (as amended upto date), PAN No. AABCO 0502B, having its registered office at 118, Elliot Road (1st Floor) P.O. & Police Station Park Street, Kolkata 700016, represented by its Director namely ADIL QAMAR, son of MD. Qamaruddin, PAN NO AABPQ1401A, by Religion Muslim, by Occupation Business, residing at 138/D Karaya Road, Police Station Beniapukur, P.O. Circus Avenue, Kolkata 700017.
- SAID LAND shall mean the said morefully and particularly described in the FIRST SCHEDULE hereunder written.
- 4. ARCHITECTS shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress whatsoever may be appointed by the developer.
- 5. BUILDING shall mean multi-storied building so to be constructed upon the said land in accordance with the building plan required to be duly sanctioned by the Kolkata Municipal Corporation (morefully and particularly described in the SECOND SCHEDULE hereunder written), which will be known and/or named as 'ORION AZMA APARTMENT'.

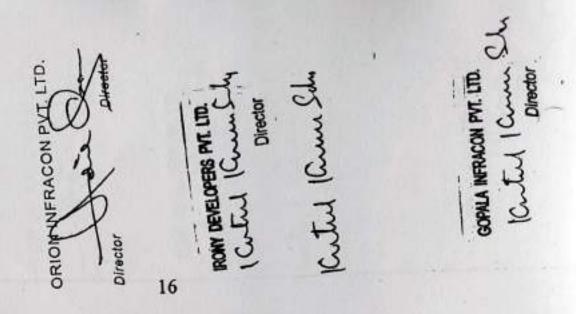


- 6. COMMON EXPENSES shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the FOURTH SCHEDULE AND EIGHTH SCHEDULE hereunder written.
- 7. UNDIVIDED SHARE shall mean that the undivided variable and impartibly proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.
- 8. PLAN shall mean the plan sanctioned by the Kolkata Municipal Corporation, and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and agreed upon by the Owners.
- 9. TRANSFER with its grammatical variations shall include a transfer by profession and by other means adopted for effecting what is understood as a transfer for flat/unit in multi-storied building to the purchaser.
- TRANSFEREES shall mean the purchaser to whom any flat, other space in the said building will be transferred.
- SPECIFICATIONS shall mean the materials and specifications mentioned in the SIXTH SCHEDULE hereunder written.
- 12. UNITS shall mean any flat, garage, and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

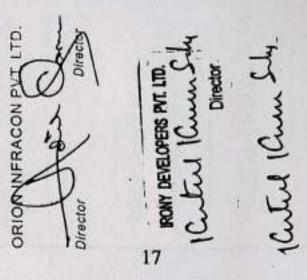


ARTICLE:II

- OWNERS' SHARE/ALLOCATION shall mean the owners will get 50% of the total constructed built-up areas as shall be contained in the building and/or buildings, lying and situated at Premises No.168A, Banku Behari Chatterjee Road also known as B.B. Chatterjee Road, Police Station - Kasba, Kolkata - 700042, in Ward No.91, within the jurisdiction of the Kolkata Municipal Corporation, Assessee No. 210910301007, District South 24 Parganas, togetherwith undivided proportionate share of land, morefully and particularly described in the First Schedule hereunder written the said 50% areas of all the flats, units, residential spaces, covered and open Car Parking areas, ultimate roof, common areas, part and portions, common amenities and facilities within the proposed Multi-storied building and/or thereof, together with common areas and facilities are as mentioned in the THIRD SCHEDULE AND SEVENTH SCHEDULE hereunder written, together with common expenses and maintenance mentioned in the FOURTH SCHEDULE AND EIGHTH SCHEDULE hereunder written, together with guidance and restriction mentioned in the FIFTH SCHEDULE hereunder written.
- DEVELOPER'S SHARE shall mean the developer will get the same balance 50% of the total constructed built-up areas out of the total constructed built up area as shall be contained in the building and/or buildings, lying and situated at Premises No.168A, Banku Behari Chatterjee Road also known as B.B. Chatterjee Road, Police Station Kasba, Kolkata 700042, in Ward No.91, within the jurisdiction of the Kolkata Municipal Corporation, Assessee No. 210910301007, District South 24-Parganas, Togetherwith undivided proportionate share of land,



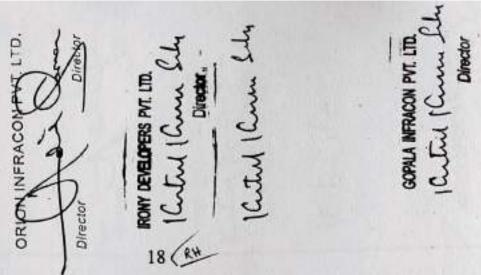
morefully and particularly described in the First Schedule hereunder written, the said areas thereof (50%) all the flats, units, residential spaces, car parking area, open or covered area, roof, common parts, portions, area, amenities, facilities within the proposed Multi-storied building and/or buildings as agreed to be constructed upon due sanction thereof, together with common areas and facilities mentioned in the THIRD SCHEDULE AND SEVENTH SCHEDULE hereunder written, together with common expenses and maintenance mentioned in the FOURTH SCHEDULE AND EIGHTH SCHEDULE hereunder written, together with guidance and restriction mentioned in the FIFTH SCHEDULE hereunder written, excluding the Owners share and allocation therein as mentioned above, hereinafter referred to as the Developer's Allocation. Subject to Owners having their allocation or share within the building together with their proportionate share respecting the same the Owners do hereby grant exclusive right to the developer to construct at its own (DEVELOPER's) cost in all respect as agreed a Multi-storied building on the said plot of lands, morefully and particularly described in the FIRST SCHEDULE hereunder written, and also authorize the developer herein to sell their portion within its allocation to the intending purchaser or purchasers to be selected by the Developer herein.



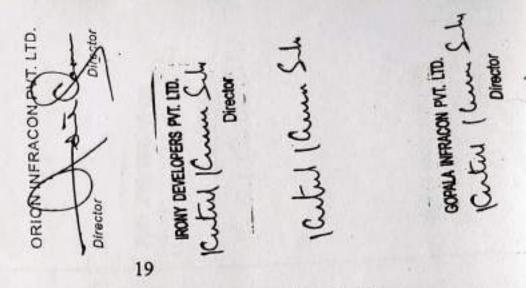
GOPALA INFRACON PVT. LTD. SCHLLLY 1 CLULLY SCHL Director

ARTICLE - III BUILDING

- 1. The Developer shall at its own cost and expenses shall at the said premises construct, the said building according to the specification mention in the SIXTH SCHEDULE hereunder written in all respect accordance with the plan so to be sanctioned by the Kolkata Municipal Corporation, and in compliance with all Municipal Rules, Regulations and provisions. The building so to be constructed shall be of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such specifications, materials, fixtures and fittings shall be approved of and/or certified by qualified Architect. The developer shall be solely responsible for all cost, damages, fines, and compensations etc. for noncompliance of statutory rules, if any.
- 2. Due approval of quality of the building materials to be applied for construction purpose by qualified Architect as shall be engaged by the developer shall be final and binding between the parties hereto, the materials in no case being of inferior/low quality, so that the proposed building not suffers from any damage. In case of any damage(s) is/are claimed by any person including government authority the developer shall be responsible and shall take immediate necessary steps in connection with such claims and/or for rectifying and/or to resolving such damages, by his own manpower and at his cost.

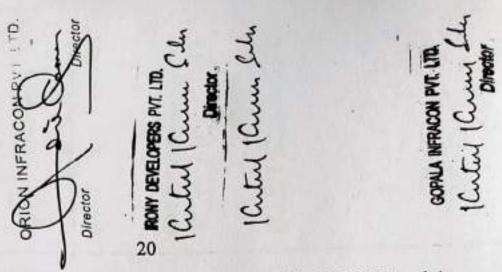


- 3. The Developer shall install and erect in the said Multi-storied building at his own cost and expenses shall be such as for soiltest, pumps for proper function and/or working of water storage tank, overhead reservoirs and until the permanent electric connection is obtained from the CESC therein temporary electric connection at his (Developer's) cost which shall be provided togetherwith other facilities as are required to be provided in the building having self contained flat and constructed for sale of flats so permitted by Municipality.
- 4. The Developers hereby declare that the proposed building shall be completed, within a maximum of 42 (Forty-two) months, (means includes the grace period hereof 6 months) being from the date of getting sanction of the building plan.
- ALL costs, charges and expenses for construction or all cost 5. thereof including Municipal Fees, taxes and/or any type of continental expenses at work site, if arises by any unforeseen reason(s) from the date of this agreement to the period of delivery of flats to the Owners and purchasers, Advocate fees, the ULC matter, court expenses for any suit except any Govt. duty imposed if any connection with the said building or rules of the Government, cost of building plan sanction fees includes the fees to go for revision of sanctioned plan, Architects' fees etc. during the period of construction and relating to and/or concerning construction of the building and/or whatsoever, shall be borne and paid by the Developer for said time being till the date of obtaining the FINAL/PERMANENT COMPLETION CERTIFICATE and the Owners' shall not be having any responsibilities or any liabilities in this respect.



ARTICLE IV DEVELOPER'S DUTIES AND OBLIGATION

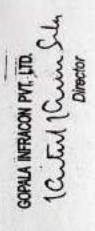
- 1. The Developers hereby agree and covenant with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall be required from the Owners on the part of the Developer to sign and execute any Agreement for Sale within the Developer's allocation to the intending purchaser or purchasers. That after handing over peaceful possession of the Owners' allocation as aforesaid as agreed, to the Owners, the developer shall be entitled to sign, execute and register the Deed of Conveyance(s) any of the portions within Developers' allocation to intending purchasers thereof and the Developer herein undertake to the Owners herein that the Developer herein obtain the permanent/final Completion Certificate from the appropriate authority respecting the building.
- 2. The Developers' hereby agree and covenant with the Owners not to do any act, deed, or thing whereby the Owners may be prevented from enjoying, selling, assigning and/or disposing of any of the portions within the Owners' allocation in the building.
- 3. The Developers hereby undertake to obtain sanction of the building plan after obtaining the NOC of ULC and having mutated the owners name in the KMC record (Mutation cost born by the owner's) and further declare that construction of the proposed building shall be positively completed to handing over the owners allocation therein is as agreed that thereof the physical possession shall be handed over, with keys of all the stakes of owners and the letter of handing



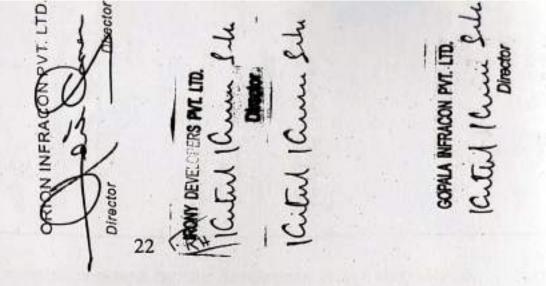
months from the date of sanction of the building plan, subject to be if, in delayed that may extend further for a maximum period of **06** (six) months by way of grace period also, even if the Developer fails to complete and/or to deliver the owners' allocation as mentioned aforesaid within total **42**(forty two) months from the date of sanction of the building plan such specified period of 42(forty two) months the developer shall become in liable to pay a penalty @ Rs.1,00,000/- (Rupees one lakh) per month, wherefore the same may be extended on payment of such penalty month wise without fail.

4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or Developer, victimizing any of workmen, or any other persons whatsoever, or causing any harm to the property during the course of construction of multistoried building the Developer shall be solely liable and/or responsible therefore and shall bear all expenses resulting there from or for compensation payable therefore, keeping causing to the Owners his estate and effects safe, and harmless, and indemnify, all claims, damages, rights and/or actions as the Owners may have to in respect of such eventualities suffer in any manner whatsoever in consequence of any eventualities resulting there from.



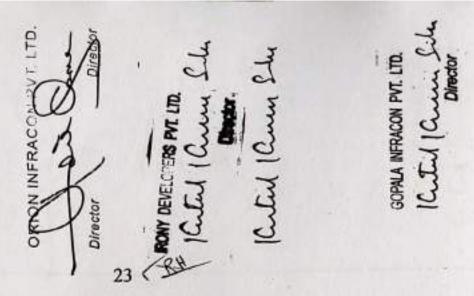


- 5. After completion of the total constructional work of the proposed Multi-storied building, the Developer shall arrange for assessment of the same by the Municipal Authority, caring as well to inform the Owners on evidence about approval of such constructions by the Municipality as also asking them in writing to take possession for delivery of their allocation in the building as per terms as stated above
- That the Owners shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.
- 7. That the Developer undertakes to obtain the permanent/final Completion Certificate on completion of construction at the said premises from the Kolkata Municipal Corporation bearing all costs and expenses therefore out of his fund. The Owners will not responsible in any manner whatsoever.
- 8. The Developer as per terms as agreed herein, to undertake to complete and/or habitable condition of the building in all respect and bear all cost and expenses for such construction of the proposed multistoried building to be constructed by the developer and the owners will not responsible to pay any amount for such construction in any manner whatsoever.
- 9. The allocation of the Owners in the building so to be constructed by the developer at its cost the Owners gets as they are the Owners of the premises containing lands where on the same is being agreed to be constructed, the allocation of the developers being granted, and/or agreed by the Owners in consideration of their constructing the building as a whole at their cost the Owners



allocation therein being the consideration for their granting developers' allocation thereon togethewith proportionate share of lands beneath the same, the said Owners' allocation being the allocation the Owners get in lieu of lands agreed to be parted with the developers togetherwith proportionate construction thereon in the shape of their allocation in the building proposed to be constructed at the cost of the developers as aforesaid.

- 10. If the construction of the building, or promotion of the premises whereon the same has been agreed to constructed, or the units therein comes under the preview of any law either state of West Bengal or Union of India to having any clearing(s) and that in such event the developer shall obtain the necessary sanction and/or permission from their appropriate authorities and if happens such any eventuality(ies), the developer agreed to do so at his cost and to keep informing and/or updating to the owners.
- 11. If any litigation result from any transaction respecting any unit and/or flat within the allocation of the developers thereby sell interalia a consideration therefore or refund thereof in such circumstance the developer shall be solely liable to the same and therefore the Owners having no liability and/or responsibility(ies) in respecting the same if happens in any manner or whatsoever.
- 12. Income, sales, Goods and Service Tax, and other Tax liabilities as may be arises out of sale of the allocation of the developer as agreed, or any portion thereof shall be borne solely by the

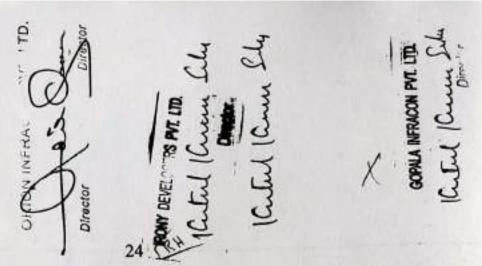


developer the monies received by the developers being considered their income in the fullest sense of the term, the Owners having nothing to do nor any interest therein nor may be related thereto or for tax liability therefore in any manner whatsoever.

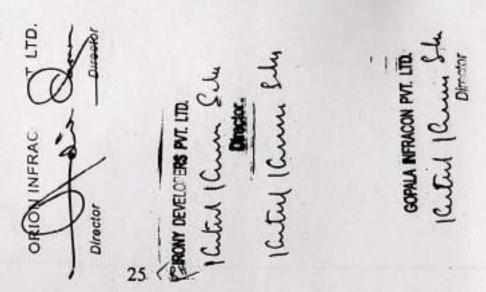
- 13. That the Developer herein has agreed to proceed for mutation shall be at owners' cost in the name of the owners herein, from the Kolkata Municipal Corporation in respect of the said premises and also has agreed to proceed to obtain urban land ceiling permission in respect of the said land/premises from the appropriate authority, shall become under his responsibility to resolve.
- Any personal liability as against the developers shall not be included in the development project agreed to be undertaking hereunder.
- That the developer will hand over the Owners allocation as per specification mentioned in the Sixth Schedule hereunder written.

ARTICLE - V OWNERS' DUTIES AND OBLIGATIONS

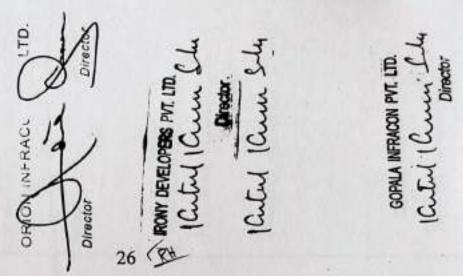
 Subject to proceeding clauses, the Owners hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed multistoried building on the said land including the Owners allocation of the said proposed building in accordance with the sanctioned building plan as per specification contained in the SIXTH SCHEDULE hereunder written.



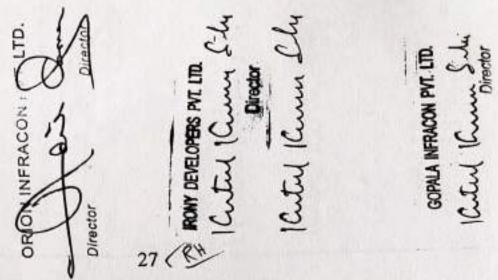
- 2. The Owners' hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules of Kolkata Municipal Corporation and use good quality building materials and in accordance with law.
- 3. The Owners hereby declare with the Developer as not to let out, grant, lease, mortgage, encumber, and/or charge(s) and/or lien the said plot of land or any portion thereof to any financial institution as per terms of this agreement.
- 4. That the Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party(ies) in respect of the said lands or any part thereof but the Owners shall have every right to enter into agreement(s) including sell agreement shall be in respect of Owners allocation(s) in part(s) and/or in full stakes are as mentioned above of the said proposed Multi-storied building that as and when the owners are, if in need to get its' en-cashed, shall be free of any obligation to the Developer to do so as independently, by any of owners hereof.
- 5. It is agreed that upon completion of the proposed Multi-storied building and upon delivery of the possession of the Owners' allocated portion by the developer, all proportionate levies and taxes which will be finally assessed by the Municipality, in respect of the Owners allocated portion in the proposed multistoried building shall be paid by the land Owners from the date of taking over the possession of their entire allocated portion along with the permanent and/or the final Completion Certificate of The KMC.



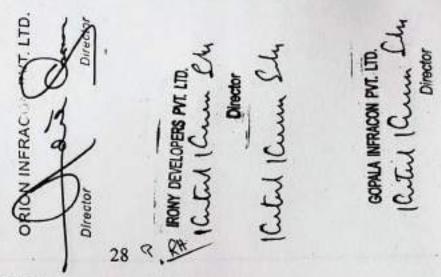
- 6. The developer shall be entitled to fix sign board on the said property for advertisement, and to give insertions in news papers and other advertising media for promotion of sales. Owners hereon has agreed to bear a part of cost to the same for a fixed amount of Rs.2 lakhs approx 50% in total, herein pursuance of the developer. Hereon, an understanding is made by and between the two parties here of that to arrange to sale of the owners' stakes that the owners may depute their own 'sales-representative' to look after the same, as and when according to themselves, shall be independently AND no any other person(s) than the recommended representative(s) of owners shall not be entitled and/or be permitted to get process of sale of any part of stakes of owners, by any manner and the developers is agreed to the same as the owners may arrange to sale out of their part as independently.
- 7. The Owners are herein, authorized to the developer herein to appoint Architect, Labour-Contractor, Labour, to depute security personnel(s) and to obtain the connection of electricity, Water, Sewerage, Drain from the Kolkata Municipal Corporation and C.E.S.C. and right to construct building upon the said land.
- Herein, Owners are agreed to Co-operate with the Developers in the manner of development of the said premises.
- 9. To put signature on the necessary application to the concerned authorities in the matter of obtaining necessary clearances, permissions, sanction and to obtaining the plan for construction and/or any modifications and/or alterations and/or regularization in respect of the sanction plan.



- 10. Simultaneously, on the day of execution hereof, the owners herein being handed over the entire physical vacant possession of land with structure without any occupant(s) of the said premises to the Developer. AND the developer agreed to take over the said 14 cottahs of land, at their/his/its own responsibilities, includes any cost to maintain the work site in peaceful manner with necessary security posting to prevent any kind of unlawful activities within the said premises. In case of happens and/or arises such any unwanted situation therein the Developer shall become liable to the same to resolve and the Owners shall not become liable there on, by any way being subject to be from the date of execution and till the date of obtaining the permanent completion certificate from The KMC and/or the same till the date of handing over to the personnel of Maintenance Association, shall ever which one be at later, hereon.
- 11. To execute and deliver registered Power of Attorneys to authorized and empower the Developers or its nominee as may be required by the Developers for carrying out the acts, deeds and things in respect of the development of the said premises and for execution and registration of the Deed of Conveyance in respect of sale and transfer of the Developers' Allocation only and/ or any other relevant matters for the developments works only.
- To make out marketable title and to authorize the Developers to remove any defect or embargo.



- 13. To pay and clear municipal tax upto the date of execution of this agreement and to carry out correction in the mutation records of Kolkata Municipal Corporation, includes to obtain the ULC and in regard to the same shall be initiated by the developer, as agreed. The expenses be incurred to the apportionment and to get muted in the record of KMC shall be borne by the owners AND whatsoever the expenses be incurred to obtain the ULC shall be borne by the Developer and the same is mutually agreed and accepted, by and between the two parties hereof, and the incurred amount to apportionment only, shall become as reimbursable by the developer and he will produce the original documents on then, to owners.
- 14. To execute and register the Deeds of Conveyance in respect of the flats, units apartments spaces etc or any part thereof in favour of the intended transferees as and when called upon to do in spite of executing power of attorney for the said purpose given to the Developers.
- 15. To sign and execute any paper or agreement if required to assist to avail of home loans in favour of any prospective or intending purchasers by any Banks and/or by any NBFC hereon, the owners are agreed to do so shall subject to be, if no liabilities thereby are either borne by or attracts to, any owners hereof shallbe by any means, hereon.
- 16. The Owners herein solely responsible for reinstate the existing tenants and the earlier occupiers within the said premises.



ARTICLE VI CONSIDERATION

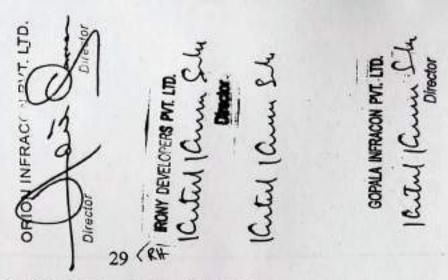
(IN FORM OF A SECURITY DEPOSIT, AS REFUNDABLE)

That save and except the Owners allocation in the proposed building as mentioned above the developer shall pay a sum of Rs.1,00,00,000/(Rupees one crore) only as interest free security deposit to the Owners herein as be refundable to the Developer at a time the entire amount on or before 21 no. of working days, shall be on the same day of delivering and/or handing over all the stakes of owners togetherwith a copy of having applied for the Completion certificate simultaneously, shall subject to be on serving a notice to the owners in advance of 21. No of working days this context, as stated herein above AND the details of said disbursement in favour of owners hereof, shall be as per the mode and manner, as hereunder written:-

- a. Simultaneously with the execution hereof developer has paid a sum of Rs.75, 00,000/- (Rupees seventy five lakh) only and the Owners herein received and acknowledge as per memo hereunder written.
- b. Rs.25, 00,000/- (Rupees twenty five lakh) only will be paid within 15(fifteen) days from the date of sanction of the building plan.

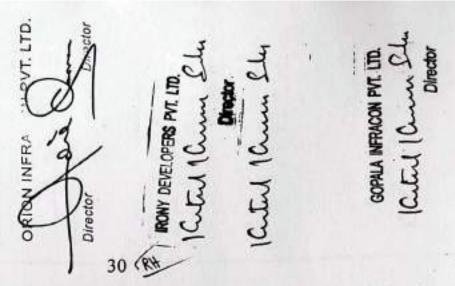
ARTICLE VII OWNERS RIGHT

That Owners shall be entitled to transfer and otherwise deal with the Owners' allocation of the building to any intending purchaser or purchasers in any manner whatsoever.



ARTICLE VIII DEVELOPER'S RIGHT

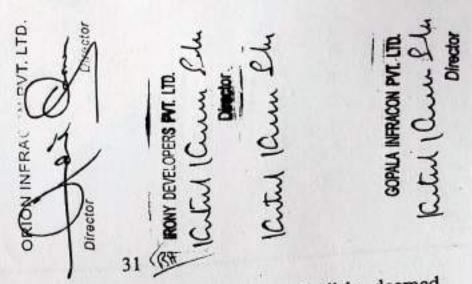
- The Developer will hold and/or possess the said plot of land from today being the date of getting in assignment and or the same date of execution as exclusive lawful attorney and/or agent of the Owners and shall have authority to construct the building on the said plot of land as per sanctioned of the building plan by the Kolkata Municipal Corporation.
- 2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at its own cost and expenses and the Developer will pay and bear all fees including Architect's fees and Municipal charges and expenses required to the same to be paid or deposited, for such amendment and/or modification of the building plan but the Owners or their allocation will not be prejudiced for the same of the said amendment or modification AND the subsequent benefit comes out of then modification, if any shall be distributed in proportionately, is as accepted herein, by and between the two parties, hereof.
- 3. The Developer shall be entitled to enter into Agreement for Sale(s) and Deed of Conveyance(s) with the intending purchaser or purchasers for selling its allotted portion mentioned above excluding the Owners share and shall settle terms with the prospective buyers of the flats/units etc., and the Owners will not be responsible for the same.



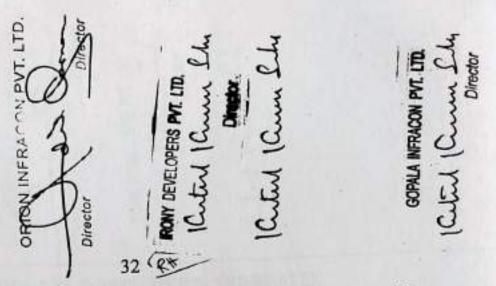
- 4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, from the prospective buyers in respect of Developer's allocated portion to be due in its share in the said proposed building Flat as referred to as saleable area and can issue receipt in its name and acknowledging such receipts in terms of this agreement without making liable or accountable the Owners for the same at any point of time.
- The Developer herein satisfied regarding the title of the owners of the property.

ARTICLE IX MISCELLANEOUS

It is understood that from time to time to facilitate the construction 1. of the building by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other document may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners', if necessary shall execute necessary papers as may be required by the Developer for the purpose and the Owners' also undertake to sign and execute all such acts, deeds, matters, and things, if the same do not in any way infringes and/or affect the rights and interest of the Owners in respect of the said plot and/or the Owners allocation and/or go against the spirit of this Agreement.



- 2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due to the Developer.
 - 3. The Developers will be entitled to collect extra amounts as an ADDITIONAL OUTGOINGS FUND shall be in term of providing to extra facilitation and deposits in respect of sale, delivery and/or transfer of units / saleable areas towards Transformer, D.G. set, and additional amenity /floor escalation charges and to manage the Housing Complex till an Association of the Unit Holders is validly formed. Such collection by the Developers of extra amounts as aforesaid shall also be realized from the rehabilitated tenants/occupants if any unit allotted to them.
 - 4. The Developer and the Owners shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon.
 - The Owners and the Developer hereby agree to abide by all the rules and regulation of such Management/Society/Association and hereby give his consent to abide by the same.
 - 6. After sanction of the building plan from the Kolkata Municipal Corporation the Owners and the Developer herein, shall registered and/or sign and execute for supplement agreement in continuation of this Development Agreement for the purpose of fixation

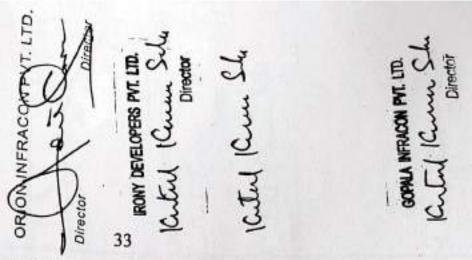


and/or determination of allotments in respect of flats, car parking spaces or any other spaces to the owners and the developer herein, before any agreement for sale with the intending purchasers either by the owners or by the developer.

- 7. In case of unsold areas remaining after completion certificate and divided between the owners and the developer the proportionate Municipal Taxes in respect thereof shall be borne by the owners and the developer and/or their respective nominees in the proportionate of their such holding revenue.
- 8. Any dispute or difference which may arise between the parties with regard to the construction, meaning, purport, terms and conditions and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to the Court of Law for appointment of an arbitrator as per Arbitration and Conciliation Act, 1996, as amended upto date.

ARTICLE X OWNERS' INDEMNITY

The Owners hereby undertake that the Developer shall be entitled
to the said constructions and shall enjoy their allocation without
any interference or disturbance provided the Developer perform
observe and fulfill all the terms and conditions herein contained
and/or on their part to be observed performed and/or fulfilled.



ARTICLE XI DEVELOPER'S INDEMNITY

- The Developer hereby undertake to keep the Owners' indemnified from against all third party's claim and actions arising out of any part of the act or commission or omission of the Developer in or relating to the construction of the said building.
- 2. The Developer hereby undertake to indemnify and keep the Owners indemnified form and against all actions suits costs proceeding and claims and demands that may arise out of the Owners' and/or Developer allocation with regard to the Development of the building and/or in the matter or construction of the building and/or for any defect therein.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of bastu land, measuring an area 14 (fourteen) Cotthas more or less, togetherwith tin shed structure standing thereon measuring an area 3200 (three thousand two hundred) Square feet cement flooring more or less lying and situate within the said Southern portion of Premises No. 168A, Banku Behari Chatterjee Road also known as B.B. Chatterjee Road, Police Station – Kasba, Kolkata – 700042, in Ward No.91, within the jurisdiction of the Kolkata Municipal Corporation, Assessee No. 210910301007, District South - 24-Parganas, butted and bounded as follows:—

ON THE NORTH : By the divided demarcated Northern Portion of

Premises No. 168A, B. B. Chatterjee Road,

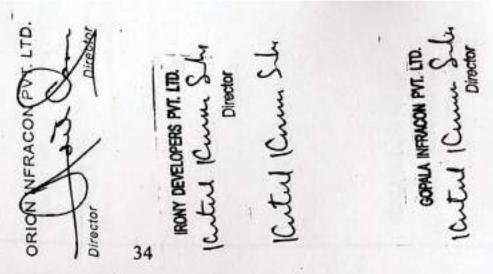
Kolkata - 700042.

ON THE EAST : By One Metal Road and thereafter the land

belonging to Bipin Behari Mondal;

ON THE SOUTH : By Premises No. 168B, B. B. Chatterjee Road;

ON THE WEST : By 30' feet wide K.M.C. Road.



SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT proposed Multi-storied brick-built, messuage tenement, hereditament and premises and/or building known as "ORION AZMA APARTMENT", TOGETHER WITH the piece or parcel of land there unto belonging whereon or on part whereof the same is proposed for erected and built containing an area of land is 14 (fourteen) Cotthas more or less, lying and situate at Premises No. 168A, Banku Behari Chatterjee Road also known as B. B. Chatterjee Road, Police Station – Kasba, Kolkata – 700042, in Ward No.91, (Borough-X) within the jurisdiction of the Kolkata Municipal Corporation, Assessee No. 210910301007, District South - 24-Parganas, butted and bounded as follows:

ON THE NORTH : : By the divided demarcated Northern Portion of

Premises No. 168A, B. B. Chatterjee Road,

Kolkata - 700042.

ON THE EAST : By One Metal Road and thereafter the land

belonging to Bipin Behari Mondal;

ON THE SOUTH : By Premises No. 168B, B. B. Chatterjee Road;

ON THE WEST : By 30' feet wide K.M.C. Road.

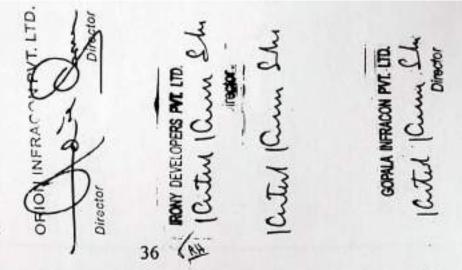
THIRD SCHEDULE ABOVE REFERRED TO:

THE OWNERS AND THE PURCHASER OR PURCHASERS ARE
ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE
COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE: -

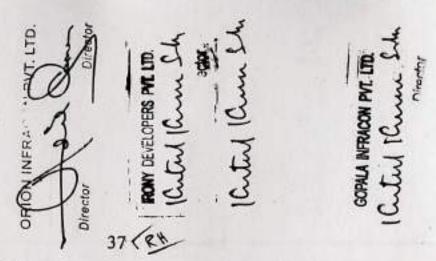
- 1. Stair case on all the floors and lift facilities.
- 2. Stair case landing on all floors and lift facilities.



- Main gate of the said premises and common passage and lobby on the Ground Floor to Top floor excepting the other garage spaces on the Ground floor.
- Water pump, Pump room, on the ground floor, Water Tank, Water pipes, overhead tank on the roof, and other common plumbing installations.
- Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- Lighting in the common space, passage, staircase, including electric meter fittings.
- 7. Common Electric meter and box.
- Electric wiring meter for lighting in stair case, car parking spaces, and lobbies and in other common areas (excluding those as are installed for any particular floor) and space required thereto.
- Window, Doors, Grills and other fittings of the common area of the premises.
- 10. Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of any unit(s).
- Electrical Wiring, meters (excluding those are installed for any particular UNIT).
- 12. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'UNIT'.
 - a) All land and premises described in the SECOND SCHEDULE hereinabove written.
 - b) All private ways, curves, side-walls areas of the said premises excepting the other Garage spaces on the Ground floor.
 - c) Exterior conduits, utility lines.

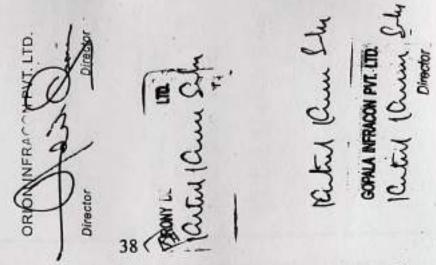


- d) Public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- f) All elevations including shafts, shaft walls, machine rooms and apartments, facilities.
- g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- h) The foundation, Corridor, Lobbies, Stairways Entrance and exists path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls of the compel beyond the said 'UNIT' side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
- i) Conduits, utility lines, telephone and electrical systems contained within the said building.
- j) The ultimate roof and/or common terrace including structure in the said building will jointly be undivided property among the Owners and the other Owners—the purchaser herein, or other purchasers of different units, subject to limitation, if any, to her/his such rights of the said building, the purchaser or purchasers being entitled to use and enjoy the said roof and/or terrace with the Vendor, others purchaser, or purchasers without causing inconvenience to one another.



FOURTH SCHEDULE ABOVE REFERRED TO THE OWNERS, PURCHASER OR PURCHASERS SHALL HAVE TO BEAR:-

- 1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, ultimate roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser or other occupiers of the building.
- The costs of cleaning, maintaining and lighting the main entrances, passages, landing, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
- The cost of decorating the exterior of the building.
- The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
- Municipal taxes, High-rise building tax, if any, and other similar taxes save those separately assessed on the respective flat.

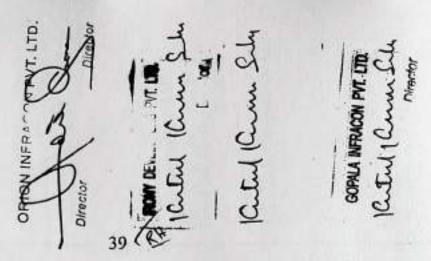


 Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up-keepment of the building as may be determined by the flat and/or Unit Owners Association.

FIFTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT HEREUNDER AGREED TO BE SOLD IS SUBJECT TO RESTRICTION AND OBLIGATION TO BE OBSERVED AS UNDER: -

- The Purchaser shall not use the said 'UNIT', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
- 2. The Purchaser will not carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.
- The Purchaser will not demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
- The Purchaser will not claim division or partition of the said land and/or the building thereon, and common areas within the same.
- 5. The Purchaser will not throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the 'UNIT', or any portion of the building housing the same.



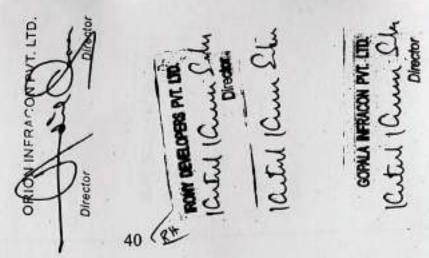
- 6. The Purchaser will not avoid the liability or responsibility payment of maintenance charge, repairing any portion, or any component part of the unit hereunder sold and transferred, or fittings and fixtures of the common area and also avoid obligation for giving free access to the unit or portion thereof to men, agents, masons, as may be required by the unit Owners' Association from time to time on request therefore by such Association.
- 7. The Purchaser will not paint outer walls or portion of his unit, common walls or portions of the building, exclusive of the getup thereof, without constructing other Co-Owners of other unit but they being entitled to paint inside the walls and portions of his UNIT only in any colour of his choice.
- To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.

SIXTH SCHEDULE ABOVE REFERRED TO:

ANNEXURE

WORK SCHEDULE: All materials or fixtures should be ISI mark and construction should be as per national building Code.

- Foundation: R.C. Raft with columns.
- 2. Structure: R.C. Columns beams and R.C. Slabs.
- Walls & Ceiling: 200mm thick external brick walls and 125/75 mm
 thick internal walls with cement and mixtures, inside walls,
 staircase will be plaster of paris finished. Exterior wall will have a
 damp-proof treatment along with 'ASIAN PAINTS' ULTIMA finish.

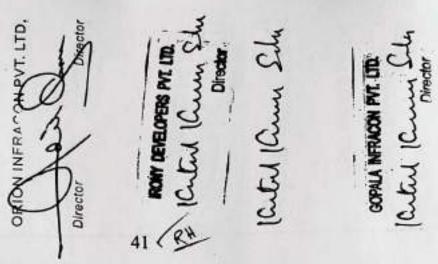


- Flooring: Vitrified tiles flooring in bedrooms, living/dining hall, kitchen, toilets, verandah and marble flooring in staircase.
- Doors: Internal flush doors with fittings. Main door 34 mm thick with one side teak finish with night latch/godrej lock. Door frames will be of Sal-wood.
- Windows: Aluminum sliding windows with grills and 4 mm glass glazing.
- Toilet: (Fittings) European commode, cistern and washbasin. Hot
 and cold concealed any branded water lines, bib cocks etc. jaguar or
 equivalent fittings and fixtures (ISI Quality. Wall will be glazed/
 marble tiled finished upto door height).
- Kitchen: Granite slab on cooking platform along with stainless steel sink, Glazed tiles will be fixed up to suitable height.
- Electrical: Concealed conduit piping with copper wiring. All electrical items including wires will be of Havell or equivalent make and Modular switches of Crabtree make or equivalent.
- Lift: As per plan, 5 or 8 Passenger's elevator of reputed make.
- Water Supply: 24 hrs. Water supply with pump set and corporation supply.

12. Extra:

- a) Ground floor will be fixed with suitable tiles,
- b) Suitable main gate with adequate lighting,
- c) Aesthetic elevation treatment on building.

13. Power backup



THE SEVENTH SCHEDULE ABOVE REFERRED TO:

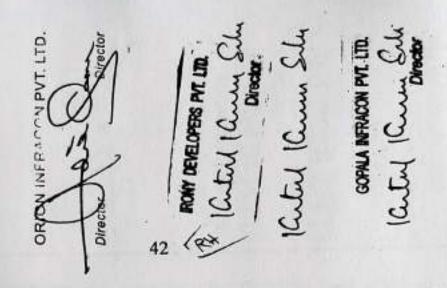
(Common Parts and Amenities)

I. COMMON PARTS:

- A. RCC Foundation with R.C.C. framed structure, column, beams, supports, corridors, lobbies, stairs, stairways, landings, entrance, exists.
- B. Boundary walls and drive way.
- C. Drains and sewers from premises to Municipal Duct/ open drain.
- D. Water sewerage and drainage, evacuation pipes from the toilets to drains and sewers common to the premises.
- E. The space for electrical wiring, switches and points, fittings and fixtures,
- F. Outer walls of the buildings and main gate of the premises,
- G. Spaces required for water pump and motor and septic tank other common utilities,
- H. Lift well and space(s) required thereto,
- The ultimate roof also comprising of area of lift well, lift machine, staircase, and O.H. water reservoir etc.

II. COMMON AMENITIES:

- A. Water pump and motor,
- B. Overhead water tank, water pipes and other common plumbing, installation and space required thereto,

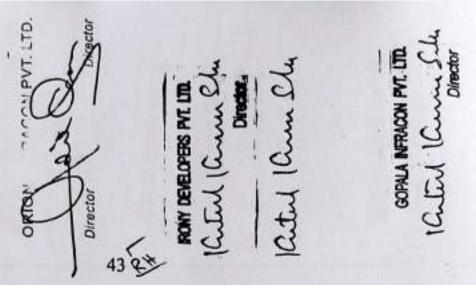


- C. Electrical wiring, meters, and fittings and fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular unit) and spaces required thereto,
- D. Aluminum / Windows / Doors and other fittings of the common area of the Premises.
- E. Lift equipments and machinery.

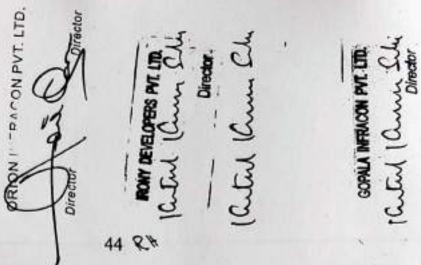
THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- All costs of maintenance, operations, repairs, replacements, services and the whitewashing, painting building reconstruction decoration, redecorating of all the common Area/Parts, its fixture fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building more particularly described in the SEVENTH SCHEDULE.
- The salaries and other expenses incurred for and payable to any persons, if employed for common purpose including security, electrician, maintenance, plumbing, administration of the Building, accountant, clerks, sweepers etc.



- Insurance premium for insuring the Building and every part thereof against earthquake, damages, fire, mob, violence, civil, commotion etc. if insured.
- 4. Expenses for supplies of common utilities, including electricity water charges etc. payable to any concerned authorities and/or organization and/or person concerned and payments of all charges incidental thereto.
- 5. Sinking fund and other contribution.
- 6. Municipal and all other rates and taxes and levies government revenue and all other outgoings expenses which may be incurred in respect of the premises in question.
- Costs of establishment and for operational activities of the vendors
 or the association relating to common purposes.
- 8. All such other expenses and out goings as are deemed by the vendors and / or to Association to be necessary for or incidental to or replacement, renovation, painting and/or repainting of the common parts/ area outer walls of the Building.
- Electricity Expenses for lighting of the common Areas, outer walls
 of the Building and for operation of the entire common parts.
- Expenses for additional facilities, if any.
- Cost for maintenance upkeep including consumables for DG Set, lifts, water lifting and distribution system, drainage system, common electricity, sanitation and security etc.



IN WITNESS WHEREOF both the parties hereto have executed this agreement for of the aforesaid plot of land under their respective signatures in day, month and year first above written.

SIGNED, SEALED & DELIVERED BY THE OWNERS AT KOLKATA IN THE PRESENCE OF: 1. Faroz Ali Mayla Maliktur.

SIGNED, SEALED & DELIVERED BY THE DEVELOPER AT KOLKATA IN THE PRESENCE OF:

1. Faroz Ali Mala.

Drafted by:

Rejaw Hoque Mondal.

Advocate

Barreiper Court

F- 550/584/2007

Typed by:

Kabirul Anam, Baruipur.

IRONY DEVELOPERS PVT. LTD. 1.

Signature of the OWNERS

OR ON NFRACON PA

Director

Signature of the DEVELOPER

MEMO OF CONSIDERATION

RECEIVED from the developer herein a sum of Rs. 75,00,000/- (Rupees seventy five lakh) only, in the following manner as stated herein below:

Cheque & Draft No.	Date	Drawn on	In favour of	Amount
(1) Draft no 501738	30.07.2020	ICICI Bank Limited, Park circus branch	KUNTAL KUMAR SAHA	25,00000/-
(2) Draft no 501765	14.08.2020	ICICI Bank Limited, Park circus branch	IRONY DEVELOPERS PRIVATE LIMITED	25,00000/-
(3) Cheque no 000553	14.09.2020	ICICI Bank Limited, Topsia branch	GOPALA INFRACON PRIVATE LIMITED	25,00000/-
			Total Rs.	75,00,000.00

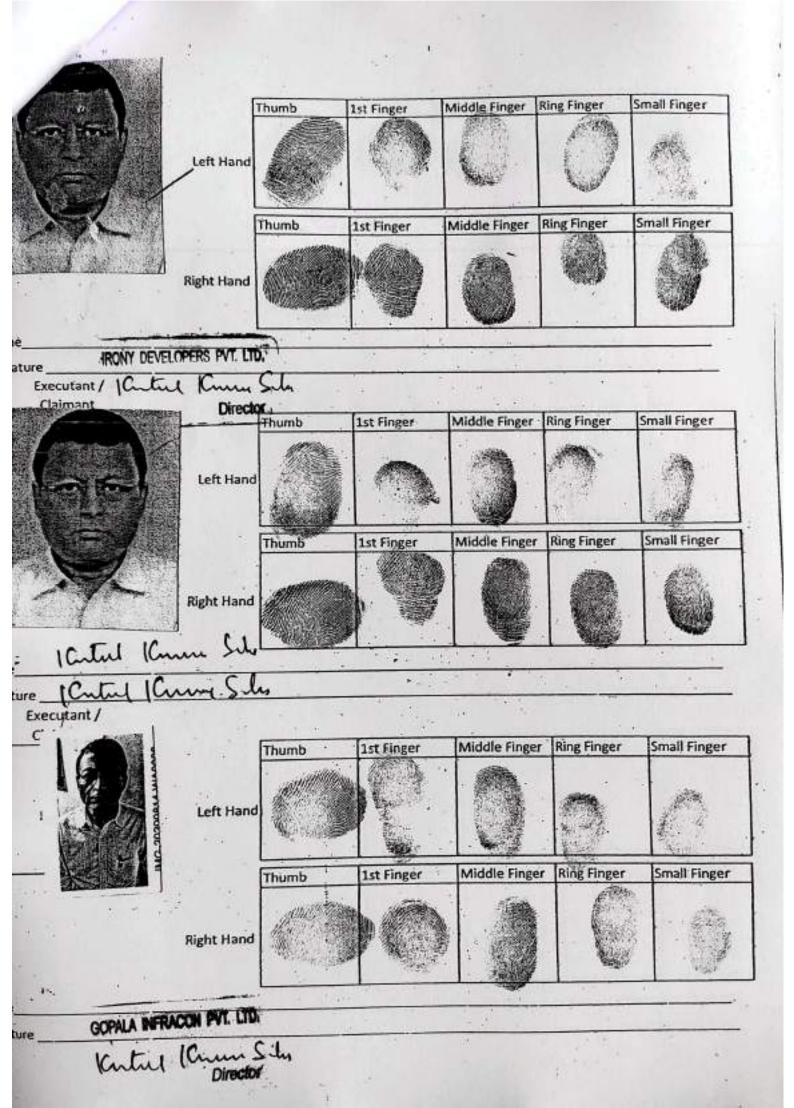
WITNESSES:

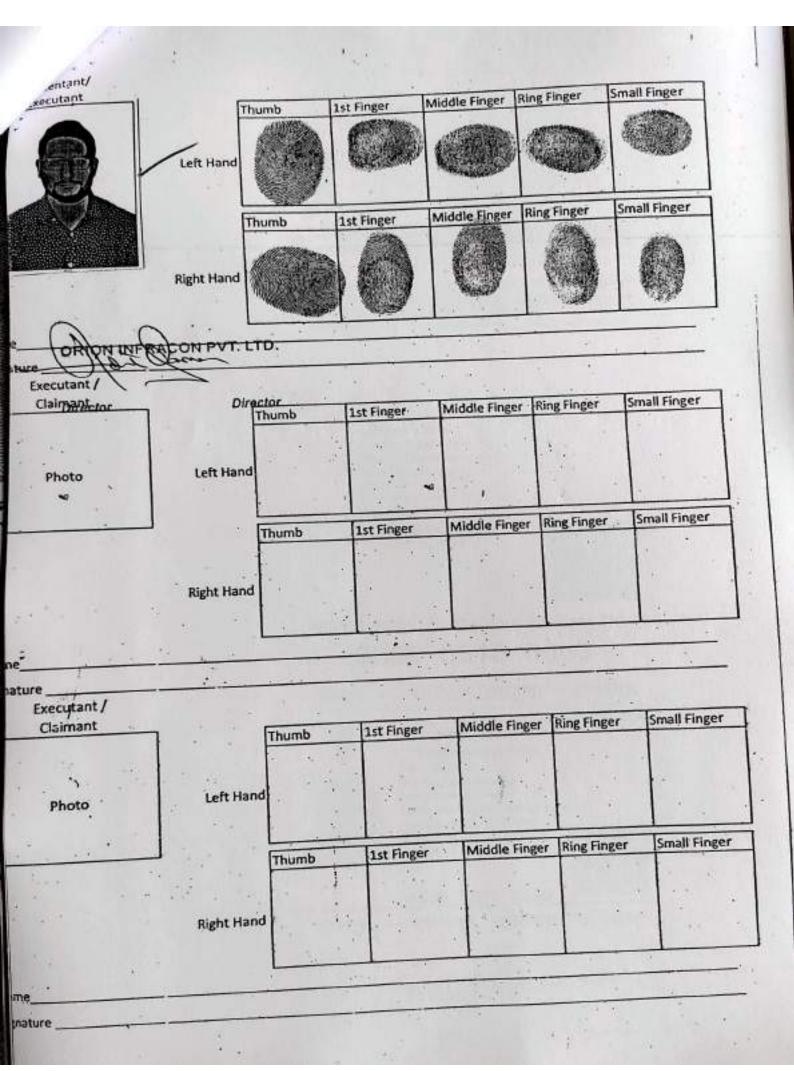
- 1. Forot Ali Maua, Maliktur
- 2. Refor Hore 9/3, Rawhvishna Lane Kolkarler 7000B)
- PONY DEVELOPERS PVT. LTD.

1 Cutal Cum Sh 2,

GOPALA INFRACON PVT. LTD. 3. 1 Cutil 1 Cum Sal

Signature of the OWNERS









ভারত সরকার Inique Identification Authority of India Government of

ভালিকাভুক্তির আই ডি / Enrollment No.: 1111/21453/05028

कूळन कुमाल गाउ। KUNTAL KUMAR SAHA 321 LAKE TOWN BLOCK A South Dum Dum (M) Lake Town North 24 Parganas West Bengal 700089 ML661108307FT



আশ্ৰার আধার সংখ্যা / Your Aadhaar No. :

3659 5515 0663

আধার – সাধারণ মানুষের অধিকার



ভারত সরকার Government of India

কুমুল কুমায় দায়া KUNTAL KUMAR SAHA পিতা: র্লেশ চক্র সাহা

Father: RANESH CHANDRA SAHA

अध्यक्षिप / DOB . 13/03/1964 .

STA - Male



3659 5515 0663

আধার – সাধারণ মানুষের অধিকার

1 cutul 1 cum Sh

PERMANENT ACCOUNT NUMBER ALPPS7150R



KUNTAL KUMAR SAHA

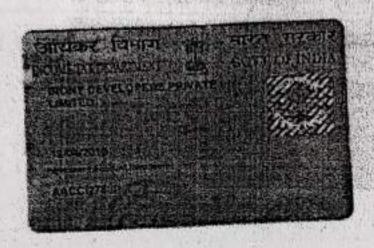
RIM HI HIM FATHER'S NAME RANESH CHANDRA SAHA

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ROW DEFEIORERS PH. LTD. C. J.

STEACH TATOLINATION PRIVATE LIMITED

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GOPNLA INFRACON PUT. LTD.

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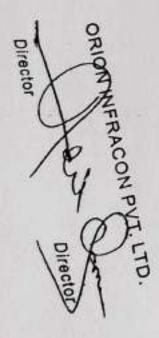
Director

FOR GOPALA INFRACON PUT LTD.

1 Cutul 1 Cum Sh

DIRECTOR





Service Collections with the service of the service

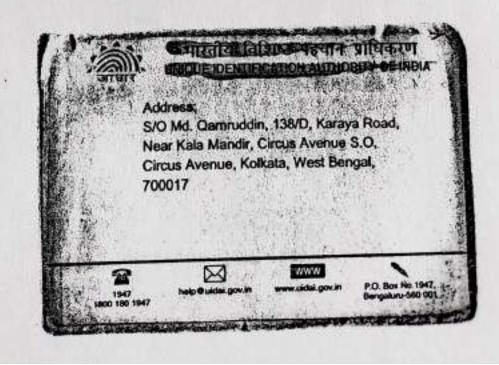


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Done



ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন JJM2504074

DENTITY CARD পরিচয় পত্র





Elector's Name **Adil Gamar**

निर्वाहरकत नाम আদিল ক্ষর Father's Name Md. Qamaruddin

শিতার নাম वष्, क्यक्रमीन

Sex লিক K Age as on 1.1.2005

১১২০০৫-এ বয়স

1380 USTAJ ENAYAT KHAN AVENUE(KARAYA ROAD) BENIAPUKUP Kolkata 700017

Sat ही कहार कारक का फारामा (महाब (बाक्) (फीस-पूर्व क्नाकार T 400034

Facsimile Signature Electoral Registration Officer विरोध निरम्भ वारिकाल

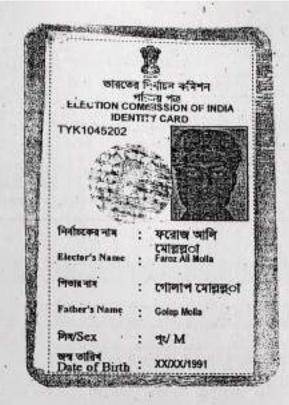
Assembly Constituency: 153-Entally

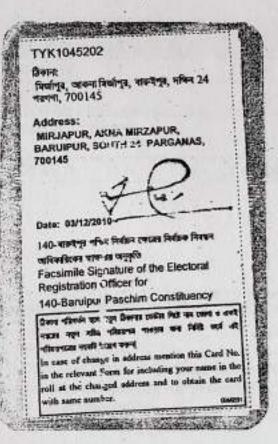
ু বিধানসভা নিৰ্বাচন ক্ষেত্ৰ : ১৫৩-এণ্টালি

District:Kokuta

(कर्माः क्लकास

Date: 18.03.2005 Wife: 37.00.4004





Major Information of the Deed

Deed No:	I-1606-01801/2020	Date of Registration 14/08/2020		
Query No / Year	1606-3000952640/2020	Office where deed is registered.		
Query Date	13/08/2020 4:49:39 PM	1606-3000952640/2020		
Applicant Name, Address & Other Details	Kohinoor Begum 13, G. J. Khan Road, Thana: Tilja 700039, Mobile No.: 983039869	iljala, District : South 24-Parganas, WEST BENGAL, PIN - 694, Status :Advocate		
Transaction	Marie de l'Assessant	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 75,00,000/-]		
The state of the s	Agreement or Construction			
Set Forth value	THE RESERVE OF THE PARTY OF THE	Market Value		
Rs. 2/-		Rs. 5,71,78,505/-		
Stampduty Paid(SD)	The state of the s	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))		Rs. 75,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: B. B. Chatterjee Road, Road Zone: ((Ward-91) – (Ward-91)), Premises No: 168A, Ward No: 091 Pin Code: 700042

Sch	A CLASSIC CONTRACTOR OF THE PARTY OF THE PAR	Khatian		IT TO THE PROPERTY AND ADDRESS.	Area of Land	Value (In Rs.)	Value ((In Rs.)	Other Details
CONTRACTOR OF THE PERSON NAMED IN	(RS:-)		Bastu		14 Katha	2000	5,62,90,505/-	Width of Approach Road: 30 Ft.,
	Grand	Total :			23.1Dec	1/-	562,90,505 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	A STANDARD AND STANDARD
S1	On Land L1	3200 Sq Ft.	1/-	8,88,000/-	Structure Type: Structure
	Tin Shed, Extent o	f Completion: Con	nplete	8,88,000 /-	Age of Structure: 20 Years, Roof Typ

Land Lord Details:

Land	d Lord Details:
No	Name, Address, Photo, Finger print and Signature
1	IRONY DEVELOPERS PRIVATE LIMITED 333/M/2, Jessore Road, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089, PAN No.:: AAxxxxxx9P, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

Directorate of Registration & Stamp Revenue
e-Challan

N: , 19-202021-005978219-1

RN Date: 13/08/2020 17:54:41

ERN: IKOAQLVCP6

Payment Mode

Online Payment

Bank :

State Bank of India

BRN Date: 13/08/2020 17:56:02

POSITION STREET ALS

Id No.:

3000952640/3/2020

Query No JOuery Year]

Name :

ADIL QAMAR

Mobile No.:

No.: +91 9830398694

(Hemal)

Address:

Contact No. :

138D Karaya Road Kolkata700017

uplicant Name:

Mrs Kohinoor Begum

Mice Name :

Mice Address :

tall of Depositor:

Others

Sale, Development Agreement or Construction agreement

Larges of payment / Remarks :

Payment No 3

MINEDERALS

(Gemilioslio IVI	n Keso of AVC Description	Head of AVC	Amount 🕄 💮
	Property Registration-Stamp duty	0030-02-103-003-02	74021
3000952640/3/2020	Property Registration Registration	0030-03-104-001-16	75021

Total

149042

Words:

Rupees, One Lakh Forty Nine Thousand Forty Two only



GOPALA INFRACON PRIVATE LIMITED 333/M/2, Jessore Road, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN 700089 PAN No.:: AAxxxxxx4H, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative Shri Kuntal Kumar Saha Son of Shri Ranesh . Chandra Saha . Entry Kum Sh Executed by: Self, Date of Execution: 11/08/2020 Admitted by: Self, Date of Admission: 14/08/2020 ,Place

P-321, Lake Town, Block-A, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No .:: ALxxxxxx0R, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self,

, Admitted by: Self, Date of Admission: 14/08/2020 ,Place: Office

Developer Details :

Date of Execution: 11/08/2020

: Office

3

SI Name, Address, Photo, Finger print and Signature No ORION INFRACON PRIVATE LIMITED 1 118, Elliot Road, 1st Floor, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN -700016, PAN No.:: AAxxxxxx2B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

SI.	Name, Address, Photo, Finger print and Signature						
1	Name -	Photo :	Finger Print	Signature 400 2 200			
	Shri Kuntal Kumar Saha Son of Shri Ranesh Chandra Saha Date of Execution - 11/08/2020, , Admitted by: Self, Date of Admission: 14/08/2020, Place of Admission of Execution: Office			Kutul Kum Sahe			
		Aug 14 2020 3:34PM	LTI 14/08/2020	District:-North 24-Parganas, West			

No.:: ALxxxxxx0R, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : IRONY DEVELOPERS PRIVATE LIMITED (as Director), GOPALA INFRACON PRIVATE LIMITED (as

Photo Finger Print Adil Qamar (Presentant) Son of Md Qamruddin Date of Execution -11/08/2020, , Admitted by: Self, Date of Admission: 14/08/2020, Place of Admission of Execution: Office LTI 14/08/2029

138/D Karaya Road, P.O:- Circus Avenue, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx1A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ORION INFRACON PRIVATE LIMITED (as Director)

Identifier Details:

Name	Photo	Finger Print	Signature
Faroz Ali Molla Son of Late Golap Molla Village- Mirjapur, P.O:- Mallikpur, P.S:- Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 700147			Foroz Ali Mana
	14/08/2020	14/08/2020	14/08/2020

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	IRONY DEVELOPERS PRIVATE LIMITED	ORION INFRACON PRIVATE LIMITED-7.7 Dec
2	GOPALA INFRACON PRIVATE LIMITED	ORION INFRACON PRIVATE LIMITED-7.7 Dec
3	Shri Kuntal Kumar Saha	ORION INFRACON PRIVATE LIMITED-7.7 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	IRONY DEVELOPERS PRIVATE LIMITED	ORION INFRACON PRIVATE LIMITED-1066.66666667 Sq Ft
2	GOPALA INFRACON PRIVATE LIMITED	ORION INFRACON PRIVATE LIMITED-1066.66666667 Sq Ft
3	Shri Kuntal Kumar Saha	ORION INFRACON PRIVATE LIMITED-1066.66666667 Sq. Ft

On 14-08-2020

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 15:25 hrs on 14-08-2020, at the Office of the A.D.S.R. SEALDAH by Adil Qamar ,.. 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 5,71,78,505/-

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

Execution is admitted on 14/08/2020 by Shri Kuntal Kumar Saha, Son of Shri Ranesh Chandra Saha, P-321, Lake Town, Block-A, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by Profession Business

Indetified by Faroz Ali Molla, , , Son of Late Golap Molla, Village- Mirjapur, P.O: Mallikpur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Muslim, by profession Law Clerk

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

Execution is admitted on 14-08-2020 by Shri Kuntal Kumar Saha, Director, IRONY DEVELOPERS PRIVATE LIMITED (Others), 333/M/2, Jessore Road, P.O.- Lake Town, P.S.- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089; Director, GOPALA INFRAÇON PRIVATE LIMITED (Others), 333/M/2, Jessore Road, P.O.- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089

Indetified by Faroz Ali Molla, , , Son of Late Golap Molla, Village- Mirjapur, P.O: Mallikpur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Muslim, by profession Law Clerk

Execution is admitted on 14-08-2020 by Adil Qamar, Director, ORION INFRACON PRIVATE LIMITED (Others), 118, Elliot Road, 1st Floor, P.O.- Park Street, P.S.- Park Street, District: Kolkata, West Bengal, India, PIN - 700016

Indetified by Faroz Ali Molla, , , Son of Late Golap Molla, Village- Mirjapur, P.O: Mallikpur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Muslim, by profession Law Clerk

Certified that required Registration Fees payable for this document is Rs 75,021/- (B = Rs 75,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/08/2020 5:56PM with Govt. Ref. No: 192020210059782191 on 13-08-2020, Amount Rs: 75,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQLVCP6 on 13-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 74.021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2586, Amount: Rs.1,000/-, Date of Purchase: 10/08/2020, Vendor name: S H

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/08/2020 5:56PM with Govt. Ref. No: 192020210059782191 on 13-08-2020, Amount Rs: 74,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQLVCP6 on 13-08-2020, Head of Account 0030-02-103-003-02

Kaushik Ray ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2020, Page from 82752 to 82814 being No 160601801 for the year 2020.



Digitally signed by KAUSHIK ROY Date: 2020.08.18 14:30:14 +05:30 Reason: Digital Signing of Deed.

12 aug

(Kaushik Ray) 2020/08/18 02:30:14 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.