

05082/14

5

I-05375/14

13/4



7. cool

13/6/14

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V.C. - 1448/14

P 431604

9 - 12448/14
MAY 17, 19, 197, 893/2

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

Additional Registrar of Assurances - Kolkata.

17.6.14

THIS AGREEMENT FOR DEVELOPMENT made this 13th day of June, Two Thousand and Fourteen **BETWEEN SRI PREMANANDA RAICHOUDHURI, SRI SUNANDA RAICHOWDHURY**, both sons of Late Sachi Bilash Raichoudhuri, both residing at 27, Bonamali Naskar Road, P.S. - Parnasree, Kolkata - 700 060 and **ASSOCIATED ENGINEERING PRODUCTS**, a Partnership Firm represented by its Partners Sri Premananda Raichoudhuri and Sri Pradipta Raichoudhuri, having its office at 26, Bonamali Naskar Road P.S. - Parnasree, Kolkata - 700 060 hereinafter collectively called "**OWNER**" (which expression shall unless excluded by or

Jr. 250
Jr. 600

850

Prin 7

14440



32

Date: M/S. Martin Burn construction
 14/5/14
 - 5 MAY 2014
 L.S.V. High Court
 SULTANPUR
 HIGH COURT, A.S.

M/S. Martin Burn construction
 I.R.N. Mukherjee
 Secy.

For MARTIN BURN CONSTRUCTIONS LTD.

Prin 7

VISAY KUMAR
PATEHPURIA



32

Purnima Reichanther
Purnima Reichanther

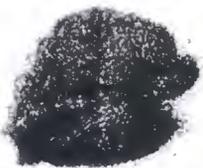
[Partners Associated
Engineering Products]



34

Pradip Raichandhuri

[Partners of Associated Engineering
Products & Confirming Party]



35

Suman Raichandhuri

ADDITIONAL REGISTRAR
 OF ... KOLKATA
 13 JUN 2014

Krishna Gupte

repugnant to the context be deemed to mean and include their respective heirs, executors, successors, representatives, administrators, legal administrators and assigns) of the **FIRST PART**;

AND

M/S. MARTIN BURN CONSTRUCTIONS LIMITED (PAN - AABCH2152C), a Company within the meaning of Companies Act, 1956 having its registered office at "Martin Burn House", 1, R.N. Mukherjee Road, P.S. - Hare Street, Kolkata - 700 001, represented by its CMD, Sri Vijay Kumar Fatehpuria, son of late Shyam Sundar Fatehpuria, residing at 62/17, Ballygunje Circular Road Kolkata - 700019, hereinafter called as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns) of the **SECOND PART**.

AND

SRI PRADIPTA RAICHOUDHURI, son of Sri Premananda Raichoudhuri and **SRI SOMJIT RAICHOWDHURY**, son of Sri Sunanda Raichowdhury, both residing at 27, Bonamali Naskar Road, P.S. - Parnasree, Kolkata - 700 060, hereinafter collectively called **"CONFIRMING PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, representatives, administrators, legal administrators and assigns) of the **THIRD PART**

HISTORY OF TITLE:

- A. That one Sailo Bala Raichowdhuri (since deceased), wife of Ranjan Bilash Raichowdhuri (since deceased) by virtue of a registered Deed of Sale dated 14th November, 1916 (in Bengali Vernacular) purchased **ALL THAT** land measuring 3 (three) bighas more or less within Mouza - Naskarpur, Pargana - Balia, Village & P.S. - Behala, Sub Registry Alipore, District - 24 Parganas together with one storied building standing thereon from one Beharilal Majumdar (since deceased) at a consideration mentioned therein and duly recorded in the office of the Sub-Registrar, Alipore in Book No. I, Volume No. 39, Pages 203 to 207, Deed No. 3830, for the year 1916, more fully described in the **Schedule** thereunder written hereinafter referred to as the **"said First Plot of Land"**.
- B. The said Sailo Bala Raichowdhuri died in the year 1918 and after her death the said First Plot of Land was inherited by her husband Ranjan Bilash Raichowdhuri (since deceased).
- C. By a Deed of Gift dated 19th July 1920 duly recorded in the office of the Sub-Registrar Behala, the said Ranjan Bilash Raichowdhuri (since deceased) herein therein referred to as the Donor, out of the above said



3436

Sanjit Rajendrasingh

Krishna Goenka
8/0 Ranjivdas Goenka
1, R.N. Mukherjee Road
Kul-1. (Service)



First Plot of Land gifted ALL THAT land measuring 5 Cottah 10 Chittacks more or less in favor of her daughter Indumala Bose (since deceased) wife of Narendra Chandra Bose (since deceased) therein referred to as Donee.

- D. That in or about 1938 the said Ranjan Bilash Raichowdhuri died intestate leaving surviving his two sons namely Sachi Bilash Raichowdhury and Murari Bilash Raichowdhury both since deceased who had inherited the said First Plot of Land in equal share and mutated the said property in their name in the B.L.L.R.O office vide R.S. Khatian No. 5573, 5574, 5575 & 5576.
- E. By a registered Deed of Gift dated 15th November 1962 duly recorded in the office of the Joint Sub-Registrar of Alipore, Behala in Book No. I, Volume No. 74, Pages 93 to 96, Deed No. 4561 for the year 1962, the said Sachi Bilash Raichowdhury (since deceased) and Murari Bilash Raichowdhury (since deceased) herein therein referred to as the "Donors" gifted in favor of the said M/s Associated Engineering Products herein therein referred to as the "Donee" ALL THAT land measuring 1 Cottah 8 Chittacks 20 Sq. Ft. more or less out of the said First Plot of Land and morefully described in Schedule thereunder written.
- F. That the said **M/s Associated Engineering Products**, one of the Party of the **First Part** became the absolute owner of ALL THAT the land measuring 1 Cottah 8 Chittacks and 20 Sq. Ft. more or less with R.T. Shed standing thereon comprised in R.S. Dag no. 11441, J.L. No. 2, R.S. No. 83, Touzi No. 346, Mouza - Behala being numbered as premises No. 26, Bonamali Naskar Road (correspondence address being 75/1, Bonamali Naskar Road Kolkata - 60), within Ward No. 131 of Kolkata Municipal Corporation, P.S. - Parnasree (formerly Behala), Kolkata - 700 060, hereinafter referred to as "**the said Second Plot of Land**" morefully and particularly described in the **Part - II of First Schedule** hereunder written.
- G. That the said Murari Bilash Raichowdhury, a bachelor died on or about 16th January , 1972 leaving surviving Sachi Bilas Raichowdhury (since deceased), his elder brother who inherited his undivided $\frac{1}{2}$ share in the said First Plot of Land.
- H. Thus, the said Sachi Bilas Raichowdhury (since deceased) became the absolute owner of the said First Plot of Land and mutated his name in the record of the Kolkata Municipal Corporation (earlier South Suburban Municipality).
- I. That the said Sachi Bilas Raichowdhury died intestate on or about 9th July, 1992 leaving surviving his wife Bejoli Prova Raichowdhuri (since deceased) and three sons namely Chittananda Raichowdhuri (since deceased), Sri Premananda Raichoudhuri and Sri Sunanda

Raichowdhury and two daughters Sewli Mitra (since deceased); wife of late Sudhir Kumar Mitra (since deceased) residing at 396/8, Becharam Chatterjee Road Kolkata - 700061 and Rekha Basu (since deceased) wife of Ashit Ranjan Basu (since deceased) residing at 396/10, Becharam Chatterjee Road Kolkata - 700061.

- J.** After the death of said Sachi Bilas Raichowdhury, his said legal heirs namely Bejoli Prova Raichowdhuri and Sri Chittananda Raichowdhuri (both since deceased), Sri Premananda Raichowdhuri and Sunanda Raichowdhury inherited the said First Plot of Land and property absolutely and forever whereas the two daughters the said Sewli Mitra and Rekha Basu (both since deceased) expressed their unwillingness and disclaimed their right or title or interest of their share in the said First Plot of Land and property or portion thereof absolutely and forever.
- K.** In the meantime, in or about 2002 the said Chittananda Raichowdhuri and Bijoli Prova Raichowdhuri, son and wife of late Sachi Bilas Raichowdhury died on 24th September and 27th September 2002 respectively.
- L.** That the said Chittananda Raichowdhuri left surviving his daughter Smt. Rupa Raichowdhuri (since deceased) as his only legal heir, since wife Menati Raichowdhuri pre-deceased on the 5th June 1968, long before her husband's death.
- M.** Thus Sri Premananda Raichowdhuri, Sri Sunanda Raichowdhuri and Rupa Raichowdhuri (since deceased), jointly inherited the **said First Plot of Land**.
- N.** That the said Rupa Raichowdhuri (Spinster) died on 8th July, 2012 intestate leaving surviving the said Sri Premananda Raichowdhuri and Sri Sunanda Raichowdhuri, as her heir and legal representative.
- O.** Thus, the said Sri Premananda Raichowdhuri and Sri Sunanda Raichowdhuri became the absolute owner of the said First Plot of Land having undivided equal shares of one-half (1/2) each.
- P.** Thus the said Sri Premananda Raichowdhuri and Sri Sunanda Raichowdhuri, two of the Party of the **First Part** became and are the absolute owners of the **said First Plot of Land** and presently are seized and possessed as per Kolkata Municipal Corporation records **ALL THAT** land measuring **38 Kottahs 7 Chittacks 32 Sq. Ft.** being numbered as premises no. 27, Bonamali Naskar Road Kolkata - 700060 (correspondence address being 75/1, Bonamali Naskar Road Kolkata - 60) more or less more fully and particularly in the **Part - I of First Schedule** hereunder written.
- Q.** That the said Chittananda Raichowdhuri (since deceased) by virtue of a registered Deed of Sale dated 17th May, 1974 was also the owner of

ALL THAT the land measuring more or less 1 Cottah 12 Chittacks 11 Sq. Ft. more or less within in Dag no - 11401, R.S. Khatian No. - 6066, Mouza & P.S. - Behala, being purchased by him from one Pannalal Mukhopadya (since deceased) at the consideration mentioned therein and duly recorded in the office of the Joint Sub-Registrar Alipore at Behala in Book No. I, Volume No. 37, , Deed No. 2188 for the year 1974, morefully described in the Schedule thereunder written, (hereinafter referred to as the "**said Third Plot of Land**").

- R. That the said Rupa Raichowdhuri (since deceased) , upon the death of her father late Chittananda Raichowdhuri, inherited the above said **Third Plot of Land** presently being numbered as premises No. 81, Dwijen Mukherjee Road, within Ward No. 131 of Kolkata Municipal Corporation, P.S. - Parnasree (formerly Behala), Kolkata - 700 060, morefully and particularly described in the Part - III of First Schedule hereunder written.
- S. That upon the death of the said Rupa Raichowdhuri, as recited herein above, the said **Third Plot of Land** was also inherited by Sri Premananda Raichoudhuri and Sri Sunanda Raichowdhury as her legal heirs as mentioned hereinbefore.
- T. Thus the said Sri Premananda Raichoudhuri and Sri Sunanda Raichowdhury **Two of the Party of the First Part** became and are the absolute owners of the said Third Plot of Land, morefully and particularly described in the Part - III of First Schedule hereunder written.
- U. By virtue of Deed of Exchange dated 30th April 2012 duly registered at the office of Additional Registrar of Assurances - I, Kolkata and recorded in Book No. 1, C.D. Volume No. 10, Pages 1486 to 1500, Being No. 04289 for the year 2012 between 1) **Sri Premananda Raichoudhuri, Sri Sunanda Raichowdhury and Rupa Raichowdhuri** (since deceased), as the absolute owners of the **said First Plot of Land** being premises No. 27, Bonamali Naskar Road, P.S. - Parnasree, Kolakta - 700 060, morefully and particularly described in the Part - I of the First Schedule hereunder written, 2) **M/s. Associated Engineering Product** as the absolute owner of the **said Second Plot of Land** being premises No 26, Bonamali Naskar Road, P.S. - Parnasree, Kolkata - 700 060, morefully and particularly described in the Part - II of the First Schedule hereunder written and 3) **Rupa Raichowdhuri**, since deceased as the absolute owner of the said **Third Plot of Land** being premises No. 81, Dwijen Mukherjee Road, Kolkata - 700 060, morefully and particularly described in the Part - III of the First Schedule duly exchanged a portion of their said respective lands between themselves more fully written thereunder .
- V. Subsequently, by virtue of aforesaid registered instruments ALL THAT the properties, morefully mentioned in the Part-I, Part-II and Part-III

of the First Schedule hereunder written, the **OWNER** herein have duly mutated their names and have applied for amalgamation of the three premises into a single premises in the records of Kolkata Municipal Corporation as 27, Bonamali Naskar Road, Kolkata - 700 060 under Assessee No. 411310200807.

- W.** Thus the devolution of title by way of inheritance and also by way of amalgamation in the manners stated herein above the **OWNER** are presently and absolutely seized and possessed of ALL THAT land properties hereditaments and premises containing a total area about **41 (Forty One) Cottahs 12 (Twelve) Chittacks and 18 (Eighteen) Sq. Ft.** more or less comprised in R.S. Dag No. 11428, 11429, 11430, 11432, 11441 & 11401, lying and situated at Mouza - Behala, R.S. Khatian Nos. 5573, 5574, 5575, 5576 & 6066 under J.L. No. 2, R.S. No. 83, Touzi No. 346, Ward No. 131 under Kolkata Municipal Corporation (KMC), Police Station - Parnasree (earlier Behala) within A.D.S.R.O., Alipore, in the District of 24 Parganas (South), morefully and particularly described in the Second Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red (hereinafter for the sake of brevity referred to as the "**said Total Land / Demised Land/Amalgamated Land**") free from all encumbrances whatsoever.
- X.** The **OWNER** herein are desirous of development of the said demised land but due to paucity of fund and lack of experience, is in seek of a reputed **DEVELOPER** who may undertake the work of development and construction of series of new residential and commercial building's consisting of flats/apartments and commercial and semi commercial spaces, car parkings etc capable of being occupied independently (hereinafter collectively referred to as the said **Housing Complex** on the **OWNER's** said demised land and had approached the **DEVELOPER** to develop the said demised land by way of erection and construction of the said Housing Complex as may be commercially viable on their said total land under the Second Schedule at the sole costs, expenses and at the sole responsibility of the **DEVELOPER**.
- Y.** On hearing such intention of the **OWNER** and also relying on the representations made by the **OWNER** hereto to be true the **DEVELOPER** hereto have agreed to undertake the work of development of a Real Estate Project and construction of Housing Complex on the **OWNER's** said demised land.
- Z.** The Confirming Party herein confirms the aforesaid arrangement by these presents and agrees to abide by all the terms and conditions as mentioned in the agreement in future also as the Legal Heirs of Two of the Party of the First Part i.e. Sri Pradipta Raichoudhuri, son and legal heir of Sri Premananda Raichoudhuri & Sri Somjit Raichowdhury, son and legal heir of Sri Sunanda Raichowdhury.

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and conditions herein below:-

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

ARTICLE - I - DEFINITION

In this Development Agreement unless it is contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 **OWNER:** shall mean **SRI PREMANANDA RAICHOUDHURI, SRI SUNANDA RAICHOWDHURY,** both sons of late Sachi Bilash Raichowdhuri and **M/s ASSOCIATED ENGINEERING PRODUCTS,** represented by its Partners, Sri Premananda Raichoudhuri and Sri Pradipta Raichoudhuri, all residing at 27 Bonamali Naskar Road , P.S. - Parnasree, Kolkata - 700 060 and collectively referred to as the **First Party** herein.
- 1.2 **DEVELOPER:** shall mean **M/S. MARTIN BURN CONSTRUCTIONS LTD,** a Company within the meaning of Companies Act, 1956 having its registered office at "Martin Burn House", 1, R.N. Mukherjee Road, P.S. - Hare Street, Kolkata - 700 001 dealing with business of real estate and development and construction of building or buildings and selling of flats/units/commercial spaces to the public and referred to as the **Second Party** herein and have been appointed by the First Party herein as their exclusive Authorized Agent for the purpose of development work on and upon the said Demised Land of the First Party described in the Second Schedule hereunder.
- 1.3 **CONFIRMING PARY:** shall mean **SRI PRADIPTA RAICHOUDHURI,** son of Sri Premananda Raichoudhuri and **SRI SOMJIT RAICHOWDHURY,** son of Sri Sunanda Raichowdhury, both residing at 27, Bonamali Naskar Road, P.S. - Parnasree, Kolkata - 700 060 and collectively referred to as the **Third Party** herein.
- 1.4 **DEMISED LAND:** shall mean that **ALL THAT** land properties hereditaments and premises containing a total area about 41 (Forty One) Cottahs 12 (Twelve) Chittacks and 18 (Eighteen) Sq. Ft. more or less comprised in R.S. Dag No. 11428, 11429, 11430, 11432, 11441 & 11401, lying and situated at Mouza - Behala, R.S. Khatian Nos. 5573, 5574, 5575, 5576 & 6066 under J.L. No. 2, R.S. No. 83, Touzi No. 346, Ward No. 131 under Kolkata Municipal Corporation (KMC), Police Station - Parnasree (Earlier Behala) within A.D.S.R.O., Alipore, in the

District of 24 Parganas (South), morefully and particularly described in the **Second Schedule** hereunder written and which is absolutely seized and possessed by the **First Party** herein as the exclusive Owner thereof.

- 1.5 **AMALGAMATED LAND/AMALGAMATED PROPERTY**: shall mean the said Demised Land hereunder mentioned in the **Second Schedule**.
- 1.6 **BUILDING/BUILDINGS**: shall mean multi-storied building or buildings as shall be constructed in finished and habitable condition by the DEVELOPER in conformity to the sanctioned plan or revise plans and to be prepared, submitted only by the DEVELOPER and sanctioned by the KMC or other the competent authority on the said Demised Land described in the **Second Schedule** hereunder only and/or on the said Amalgamated Land as stated hereinabove.
- 1.7 **PREMISES**: shall mean the official identity of the said Demised Land with said building's collectively.
- 1.8 **AMALGAMATED PREMISES**: shall mean the official identity of the collective from the said Amalgamated Land with one or more building collectively.
- 1.9 **HOUSING COMPLEX**: shall mean an Complex consisting of single or several multi-storied building comprised of residential self-contained flats, commercial spaces, garages, shops etc. in siggle or several blocks with internal roads or passages with car-ways and other common facilities described in the **Third Schedule** mentioned herein and to be constructed and erected on the said demised land of OWNER hereunder described in the **Second Schedule** hereunder written and/or amalgamated landed property as defined hereinabove.
- 1.10 **SANCTION PLAN**: shall meaning Building Plan or Plans for a multistoried building on the said Demised Land or a composite Plans showing several multistoried buildings on the said Amalgamated Land and/or Amalgamated Property to be prepared and submitted by the DEVELOPER at its sole discretions and own costs and be sanctioned by KMC and/or other the competent authority and shall also mean any revise plan subsequently prepared by the DEVELOPER at its sole discretion and to be sanctioned by the KMC and/or any other competent authority.
- 1.11 **SUPER BUILT UP AREA**: shall according to its context mean the plinth area of the unit and all the units of the residential area and constructions thereat, and which area shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in

each such unit. The proportionate common areas, portions and installations of the building such as service area, lobbies, staircases, stair cover, lift space, lift well, lift machine room, generator room, transformer room, meter room, pump room, duct covers security/maintenance room, overhead water tank, underground water tanks, underground septic tanks, and other service areas etc as shall be determined by the Architects in its absolute discretion and whose decision shall be final and binding.

1.12 OWNER'S ALLOCATION shall mean as follows:-

The OWNER shall be entitled to receive on ownership basis, free of charges, from the DEVELOPER:

- a) Sri Premananda Raichoudhuri shall be entitled to receive on ownership basis within the housing complex to be constructed, a Residential Flat measuring super built up area of 2500 Sq. Ft. more or less with fittings and fixtures to be provided therein by the DEVELOPER as per the specification mentioned in the **FOURTH SCHEDULE** and 2 nos. (two) covered car parking space, together with proportionate undivided share in the common areas and facilities as also in the land comprised in the said premises attributable to the said Flat within the housing complex .
- b) Sri Sunanda Raichowdhury shall be entitled to receive on ownership basis within the housing complex to be constructed, a Residential Flat measuring super built up area of 1850 Sq. Ft. more or less with fittings and fixtures to be provided therein by the DEVELOPER as per the specifications mentioned in the **FOURTH SCHEDULE** and 2 nos. of car parking space (one covered and one open), together with proportionate undivided share in the common areas and facilities as also in the land comprised in the said premises attributable to the said Flat within the housing complex.

The above allocation/s (hereinafter referred to as the "**OWNER'S Allocation**") are fixed, deemed final and free of cost. No further claim, whatsoever in nature, will be entertained in the future in the Housing Complex under the clause OWNER'S Allocation.

It is further agreed that the OWNER shall have the option either to go for the higher or lower super built up area of flat under OWNER'S allocation. Upon receipt of the sanction plan from the concerned authority and finalization of the super built up area of flats, the floor plan, super built up area and location of flat would be furnished to the OWNER by the DEVELOPER officially. The OWNER would take maximum 7 (seven) days to finalize with the DEVELOPER about their choice of flat in writing. The option thus exercised is final and can in no case be altered subsequently.

The difference in super built up area of flats if any, shall be adjusted in the following manner:-

- a) In case the super built up area of the flat increases by what is mentioned herein above, in such case the OWNER shall be liable to pay to the DEVELOPER for the difference in area @ Rs 2600/- per sq.ft.
- b) And if the super built up area of the flat reduces by what is mentioned herein above, in such case the DEVELOPER shall be liable to pay to the OWNER for the difference in area @ Rs 4000/- per sq.ft.

The monetary transaction between the OWNER and the DEVELOPER shall take place before handing over of the possession of the flats.

On completion of the said Housing Complex, the DEVELOPER shall hand over the OWNER's Allocation to the OWNER together with the rights in common, the common facilities and amenities in the building along with proportionate, impartible right in the said demised land.

1.13 OWNER'S CONSIDERATION: shall mean that the respective owner shall receive in lieu of or exchange of all their respective right, title and interest in the demised land a cash consideration of an aggregate sum of **Rs. 3,99,95,000/- (Rupees Three Crore Ninety Nine Lacs Ninety Five Thousand Only)** to be paid by the DEVELOPER in the manner as follows:-

- i) **Sri Premananda Raichoudhuri - Rs. 90,95,000/- (Rupees Ninety Lacs Ninety Five Thousand Only)**
- ii) **Sri Sunanda Raichowdhury - Rs. 1,07,75,000/- (Rupees One Crore Seven Lacs Seventy Five Thousand Only)**
- iii) **Sri Premananda Raichoudhuri & Sri Pradipta Raichoudhuri (Partners of Associated Engineering Products, on behalf of M/s Associated Engineering Products to be paid in their Joint Bank A/c) - Rs. 22,50,000/- (Rupees Twenty Two Lacs Fifty Thousand Only)**
- iv) **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri (to be paid in their Joint Bank A/c) - Rs 1,78,75,000/- (Rupees One Crore Seventy Eight Lacs Seventy Five Thousand Only)**

The said OWNER'S consideration shall be paid by the DEVELOPER to the OWNER in the manner as follows:-

- a) At or before execution of this Development Agreement (the receipt whereof the OWNER doth hereby as also by the receipt hereunder written admit and acknowledge).

- i) **Sri Premananda Raichoudhuri - Rs 2,50,000/-** (Rupees Two Lacs Fifty Thousand Only)
- ii) **Sri Sunanda Raichowdhury - Rs 14,50,000/-** (Rupees Fourteen Lacs Fifty Thousand Only)
- iii) **Sri Premananda Raichoudhuri & Sri Pradipta Raichoudhuri** (Partners of Associated Engineering Products, paid on behalf of M/s Associated Engineering Products) - **Rs. 25,000/-** (Rupees Twenty Five Thousand Only)
- v) **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri** (paid to late Rupa Raichowdhuri) - **Rs 3,00,000/-** (Rupees Three Lacs Only)
- b) Balance Considerations within 7 to 14 days from date of obtaining Sanction Plan for the Housing Complex from the concerned authority.
- i) **Sri Premananda Raichoudhuri - Rs 88,45,000/-** (Rupees Eighty Eight Lacs Forty Five Thousand Only)
- ii) **Sri Sunanda Raichowdhury - Rs 93,25,000/-** (Rupees Ninety Three Lacs Twenty Five Thousand Only)
- iii) **Sri Premananda Raichoudhuri & Sri Pradipta Raichoudhuri** (Partners of Associated Engineering Products) - **Rs. 22,50,000/-** (Rupees Twenty Two Lacs Fifty Thousand Only)
- vi) **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri** (to be paid in their Joint Bank A/c) - **Rs 65,75,000/-** (Rupees Sixty Five Lacs Seventy Five Thousand Only)
- c) The balance consideration of **Rs 1,10,00,000/-** (Rupees One Crore Ten Lacs Only) to be paid to **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri** in their Joint Bank A/c, as requested by **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri** shall be retained by the DEVELOPER. The DEVELOPER shall be entitled to retain the said balance consideration till such time, the same is not being asked by the **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri** for payment to them. However, the DEVELOPER shall make the payment of the said balance consideration retained by him within 14 days when asked upon by **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri** to pay the same in full or part. The DEVELOPER shall be liable to pay Interest @ 15% p.a. from time to time on the said retained balance consideration amount from the date of receipt of the Sanction Plan of the Housing Complex till the time the said retained balance consideration is paid in full to **Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhuri**. However the DEVELOPER shall repay the entire balance consideration payable at

that time along with interest as mentioned above to the OWNER at the time of handing over the possession of the flats under the OWNER's allocation,

1.14 DEVELOPER'S ALLOCATION: shall mean and include whatsoever Floor Area Ratio (FAR) be sanctioned by the Kolkata Municipal Corporation is deemed as DEVELOPER's Allocation save and except the flats and car parking spaces allocable to the owner as mentioned in Article 1.12 so to be constructed on and upon the OWNER's Demised Land hereunder written in the Second Schedule along with undivided and proportionate share in the land appertaining thereto, along with proportionate share in common areas and facilities to be provided for the building complex as specified by the DEVELOPER morefully described in the Third Schedule hereunder written shall absolutely belongs to the DEVELOPER and/or its nominee/s or assignees under the terms and conditions of this Development Agreement. None of the OWNER shall have any right or claim over any part of the area under the DEVELOPER's Allocation including those reserved by the DEVELOPER for their own use for any purpose along with the roof area/s of all the building(s) under the Housing Complex. In case during the course of construction and/or after the completion of the site/complex, further construction on any portion of vacant land or building or roof/s becomes possible as per law of the land, the DEVELOPER shall have the exclusive right to take up or complete such further construction and those meant or earmarked or intended to be reserved for exclusive space to be used by the Developer.

All sale proceeds of the DEVELOPER's Allocation whether earnest money or total consideration money shall absolutely belong to the DEVELOPER and the OWNER or OWNERS shall not have any claim or right in respect of the same.

1.15 FORCE MAJURE: shall mean any natural calamities such as floods, earth quake and other acts of God or the Acts of the Government / Statuary Body, riots, severe labour disputes, no availability of building materials equipments , changes in laws for the time being in force resulting in stoppage of construction at the said premises and restraintion by the order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the DEVELOPER.

1.16 TAX LIABILITIES: From the date of execution of this presents and Upon sanction of the Building Plan by the KMC till the Possession of the Flats being handed over to the OWNER, all the statutory fees and taxes on the said Demised Land to be paid to different Government departments shall be borne by the Developer.

However the OWNER shall be liable to the KMC and other statutory tax liability of payment of apportioned shares of tax in respect of their allocable portions upon delivery of the possession thereof from the DEVELOPER.

1.17 Words imposing singular shall include plural and vice-versa.

1.18 Words imposing masculine gender shall include feminine and neuter gender and vice-versa.

ARTICLE - II
COMMENCEMENT

2.1 THIS DEVELOPMENT AGREEMENT shall be deemed to have been commenced on and with effect from the date of signing and registration of this Development Agreement. However, this agreement shall not mean and or create any partnership in between the Owner and the DEVELOPER and shall mean a contract by and between them.

2.2 Once the sanction of the building plan is obtained from the concerned authority, the DEVELOPER shall start construction activity immediately and the OWNER will not raise any objection thereto as the time is the essence of the project.

2.3 Once the Building Plan for the Housing Complex is sanctioned by the concerned authority, no question of withdrawal of Agreements or revocation of Power of Attorneys shall arise from either side of OWNER or the DEVELOPER and all conditions of this Agreement shall prevail.

ARTICLE - III
OWNER'S REPRESENTATION

3.1 The OWNER is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entirety of the said premises morefully and particularly described in the SECOND SCHEDULE hereunder written as the absolute owner thereof.

3.2 Except the OWNER and their legal heir no other person or persons have any claim or interest and/or demand over and in respect of the said OWNER's flat and/or consideration amount and/or any portion thereof.

3.3 The OWNER is solely and legally competent to enter into this Development Agreement.

- 3.4 The said premises is free from all encumbrances, mortgage, lease charges, liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 A part of the said premises is encroached by a trespasser.
- 3.6 There is no Temple, Mosque, debottor or burial ground on the said premises.
- 3.7 There is no excess vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent amendment thereto.
- 3.8 The said land hereunder mentioned in the Second Schedule and or any portion thereof is not effected by any Development Scheme and is free from all acquisitions or requisitions whatsoever and the OWNER has never dealt with the said property by way of any such manner so that the OWNER's right, title and interest is or may be effected viz. the said property is free from any claim, demand, mortgage, attachment under any court order or under SARFAESI or with any Certificate Office, liens, lispendences, suits, injunctions, etc. and also free any other encumbrances of whatsoever nature.

ARTICLE - IV
DEVELOPER'S RIGHT

- 4.1. The OWNER hereby grant subjects to what have been herein provided an exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises by construction of series of proposed new buildings on the said premises hereunder written in the Second Schedule in accordance with the building plan or plans sanctioned by KMC/ and or other authorities in the name of the OWNER after demolishing the existing structures standing thereon and also hereby give their consents to the DEVELOPER for extension of the periphery of the proposed Building Complex by amalgamation of the OWNER's demised land with other landed properties already acquired or so may be acquired by the DEVELOPER surrounding and adjacent to the subject demised land hereunder the Second Schedule.
- 4.2. All lawful applications, building plans (revised plan if so require) and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary sanction from the appropriate authorities and all which shall be prepared by the DEVELOPER and shall be signed by the OWNER and submitted by the DEVELOPER on behalf of the OWNER at the DEVELOPER's own costs and expenses for sanction of such plan or plans. All costs and expenses for required to be paid or deposited for submission of such plan or plans to KMC and other authorities shall be borne and met by the DEVELOPER PROVIDED HOWEVER that the DEVELOPER shall be exclusively

entitled to all refunds if so available from the KMC and/or other authorities concern out of any or all payments and/or deposit made by the DEVELOPER in connection therewith.

ARTICLE - V
TITLE DEEDS

- 5.1 Prior to execution of these presents for the purpose of investigation of the title relating to the demised land under the Second Schedule the OWNER has delivered the photocopies of the original Deeds of Title and Tax Receipts as also Rent or Khazna Receipt along with photocopy of original KMC & BLLRO Mutation & Conversion Certificate to the DEVELOPER. The OWNER at any point of time during the subsistence of this agreement shall cause to produce the original copies of all such Deed of Titles and other relevant documents before the appropriate authority's and when required by the DEVELOPER and/or its nominee or nominees for obtaining sanctioning of any revise plan or plans from the KMC and /or other authorities.
- 5.2 However upon submission of Building Plans to the concerned authority for sanction by the DEVELOPER, the OWNER shall immediately hand over all the Original copies of the title and other relevant documents/papers to the DEVELOPERS subject to fulfillment of DEVELOPERS obligation towards the OWNER till that time.

ARTICLE - VI
CONSIDERATION

- 6.1 In consideration of the OWNER allowing the DEVELOPER to commercial exploit the said premises, the DEVELOPER shall allocate the OWNER the flats as morefully mentioned in Clause 1.12 hereof at their choice in any of the building/s so to be constructed by the DEVELOPER on the OWNER's said Demised Land under the Second Schedule together with the proportionate and undivided common shares in all common areas, common amenities and common facilities in a complete finished and a habitable conditions together with proportionate and undivided impartable right, title and interest as co-owner on the said demised land morefully described in the **Second Schedule** hereunder written in lieu of and as a part of the consideration for the residue undivided proportionate share of the said Demised Landed properties under the **Second Schedule** together with all the residue constructed area (other than the common portions) in all the new, buildings as per Sanction Plan all which shall be exclusively allotted to the DEVELOPER and hereinabove and hereinafter referred to as the DEVELOPER's Allocation as aforesaid.

ARTICLE - VII
PROCEDURE (OWNER'S PART)

- 7.1 The OWNER shall grant, execute and register irrevocable Power of Attorneys to secure plans, licenses and other permissions along with the power to mortgage & deposit the title of the Said Land for the purpose of implementation of this Agreement and execution of the entire proposed work of development of multi-storied building and also for selling of the DEVELOPER's Allocation in favour of nominated persons of the DEVELOPER and all the costs and expenses on account of such registration of such Power of Attorney shall be incurred by the DEVELOPER. Provided however, it is understood that DEVELOPER shall not part with possession of its allocation and/or any part thereof without handing over the possession of the OWNER's allocation within the stipulated time as mentioned hereunder.
- 7.2 For the purpose of development work and for commencement and completion of construction of the new proposed buildings the OWNER hereto hereby simultaneously with the execution of these presents or as and when asked by the DEVELOPER within 15 days shall deliver the peaceful vacant possession of the entire said property hereunder mentioned in the Second Schedule to the DEVELOPER and such possession shall be held by the DEVELOPER as Licensee.

ARTICLE - VIII
PROCEDURE (DEVELOPER'S PART)

- 8.1 The DEVELOPER on completion of the OWNER's Allocation portions in good and habitable condition in the new buildings proposed to be constructed together with essential service such as uninterrupted supply of water and electricity power therein shall put the OWNER in undisputed possession thereof together with all rights in the common portions and common amenities and facilities along with all easement and quasi-easements rights within **18 months** immediate after the sanction of the necessary Building Plan. In case of any delay in giving the possession of OWNER allocations beyond the prescribed time subject to force majeure a further grace period of 6 months may be allowed within which time the DEVELOPER shall complete the balance works in the new buildings in good and well habitable conditions and deliver the possession of the OWNER allocation. If the DEVELOPER is restrained and/or interrupted to continue with the work of development and construction due to any defect in title on the part of the OWNER and or by any Court's Order arising out of any claim, demand, suits whatsoever by any co-OWNERS and/or any other person or persons claiming right, title and interest through them in such event the OWNER shall cause to expenses and also shall be liable to compensate the DEVELOPER for the whole period of such delay

for any losses suffered by the DEVELOPER. Any written communication made through registered with A/D shall be treated as the sufficient evidence of service of notice in this regard.

- 8.2** The OWNER after taking possession of the OWNER'S Allocation shall be entitled to an exclusive right to transfer/sale or part sale or rent-out or part rent-out or otherwise deal with their allocations in the new building or buildings at their own choice without encumbering the Developer in any manner whatsoever and without any interference from or by the DEVELOPER.
- 8.3** The DEVELOPER shall subject to the provision herein contained by exclusively entitled to the DEVELOPER's Allocation in the new building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the OWNER and the OWNER shall not in any way interference with or disturb the quiet and peaceful possession of the DEVELOPER's Allocation.

ARTICLE - IX
BUILDING

- 9.1** The DEVELOPER shall at his own costs construct, erect and complete the entire building or buildings in all respect at the said premises hereunder mentioned in the Second Schedule and/or of the amalgamated premises in accordance with the said sanctioned Building Plan and/or revised Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the DEVELOPER shall be obliged at its own costs to construct, erect and complete the portion of the OWNER's Allocation in the new building or buildings at the said premises with good and standard materials as specified in the **Fourth Schedule** hereunder written.
- 9.2** The DEVELOPER shall give the proceeds realized out of the demolition of the existing structures if any, to the OWNER.
- 9.3** The DEVELOPER shall at its own costs and expenses and without creating any financial or other liability on the OWNER shall construct and complete the said new building or buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan an any amendment thereto or modification thereof made or cause to be made by the DEVELOPER PROVIDED HOWEVER such alteration modification or deviation shall be regularized by the DEVELOPER at its own instance and costs and expenses thereof.
- 9.4** All costs, charges and expenses including Architect's fees or any damage, loss caused owing to negligence carelessness and/or any

other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the DEVELOPER and the OWNER shall have no responsibility in this context.

ARTICLE - X
COMMON RESTRICTIONS

- 10.1 The OWNER's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the DEVELOPER's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings which shall include the following:-
- 10.2 The OWNER shall not use or permit to use the OWNER's Allocation/DEVELOPER's Allocation in new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 10.3 OWNER shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any structural alteration therein without the previous consent from DEVELOPER and/or permission from appropriate authorities.
- 10.4 The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, Bye-Laws, Rules and Regulations, if made by each of them.
- 10.5 The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
- 10.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or buildings or any part thereof and shall keep the DEVELOPER and other occupiers of the said building harmless and indemnified from and against the consequence of any breach.
- 10.7 No combustible goods or other items/materials shall be kept by the OWNER or by the DEVELOPER for display or otherwise in the

corridors or other places of the common use in the new building or buildings and in case any such hindrance is caused by the DEVELOPER or the OWNER and/or their respective nominees/assignees as the case may be shall be entitled to remove the same at the risk and cost of each of them.

- 10.8** Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.
- 10.9** The OWNER shall permit the DEVELOPER and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the OWNER's Allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purpose.

ARTICLE - XI
OBLIGATIONS OF THE OWNER

- 11.1** The OWNER hereby agrees and covenants with the DEVELOPER not to cause any interference or hindrance in the construction of the new building or buildings at the said premises by the DEVELOPER
- 11.2** The OWNER hereby agrees and covenants with the DEVELOPER not to do any act or deed or thing whereby the DEVELOPER may be prevented from selling and/or disposing of any part of the DEVELOPER's Allocation in the new building or buildings or at the said premises subject to the delivery of the undisputed possession of the OWNER's Allocation in good, well finished and habitable conditions is made to the OWNER by the DEVELOPER within specific period.
- 11.3** The OWNER hereby agrees and covenants with the DEVELOPER to pay proportionate municipal rates, taxes on and from the date of delivery of the possession of the OWNER's Allocation to the OWNER by the DEVELOPER.
- 11.4** The OWNER shall cause to be joined such person or persons as Vendor as may be required in law and also by the DEVELOPER in the Agreement and/or Sale Deeds that may be executed for sale and transfer of the DEVELOPER's Allocation in favour of the intending purchasers.
- 11.5** The OWNER shall actively render at all times all co-operation and assistance to the DEVELOPER in construction and completion of the

proposed building or buildings and for effectuating the sale and/or transfer envisages hereunder.

- 11.6** Upon the DEVELOPER constructing and delivering possession to the OWNER of their allocation the OWNER shall hold the same on terms and conditions and restrictions as regard to the user and maintenance of the buildings as the other flats purchasers of the buildings.
- 11.7** The OWNER shall grant, execute and register irrevocable Power of Attorneys unto and in favour of the nominated Directors of the DEVELOPER company for proper implementation of the terms and conditions of this Agreement and particularly to facilitate the DEVELOPER to carry out all their work of development and towards fulfillment of their obligations towards the OWNER and also as for exercising their rights and interest available under the terms and conditions of this Agreement.
- 11.8** After the preliminary work of development made such as survey of the entire land, submission of various applications for statutory clearances from various authorities for submission of Building Plans by the DEVELOPER before the authorities concern, both the OWNER and the DEVELOPER shall cause to execute and register the Development Agreement & Power of Attorneys with the registration authority and all the necessary stamp duty and registration fees and other legal charges in respect thereof shall be incurred by the DEVELOPER.
- 11.9** The OWNER shall provide mortgage right and right to deposit Title Deeds by executing Power of Attorney in favour of the Developer to mortgage the Said Land to any financial institution for obtaining loan for the implementation of the Said Project only and the OWNER shall not be liable for repayment of any liability of whatsoever of nature in this regard.
- 11.10** If the OWNER desires to sell any of the portions out of their allocation they shall give first chance to the DEVELOPER for purchase inviting price offer from the DEVELOPER payable within the stipulated time as may be mutually agreed between the OWNER and the DEVELOPER. before disposing their share to any third party without encumbering the Developer in any manner whatsoever.
- 11.11** It is agreed and recorded that the OWNER shall be liable to pay additional charges and/or extra charges on account of additional works facilities and/or fixtures and fittings to the DEVELOPER for any extra work done by the DEVELOPER at the request of the OWNER within the OWNER's allocation apart from the specifications as mentioned herein below.

ARTICLE - XII

OBLIGATION OF THE DEVELOPER

- 12.1** The DEVELOPER hereby agrees and covenant with the OWNER to complete the construction and delivery of the possession of the OWNER's Allocation to the OWNER in the new building at the said premises in terms of the sanction plan within 18 months immediate after the sanction of the necessary Building Plan subject to the provisions made in **Article - VIII, Clause - 8.1**. Time is the essence of this contract.
- 12.2** The DEVELOPER hereby agrees and covenants with the OWNER not to do any act deed or thing whereby the OWNER are prevented from enjoying selling, assigning and/or disposing of any of the OWNER allocation in the new building or buildings at the said premises PROVIDED the DEVELOPER's right and title available to the DEVELOPER in respect of the DEVELOPER's Allocation and also selling of its allocable portions to the intending purchasers in terms of this agreement and also without hampering the DEVELOPER in exercising its power as a constituted attorney by virtue of the said Power of Attorneys proposed to be executed and registered by the OWNER in favour of the nominated Directors of the DEVELOPER company.
- 12.3** The DEVELOPER hereby agrees and covenants with the Land OWNER that DEVELOPER shall bear and pay all municipal and statutory rates, taxes and other outgoing in respect of the said premises with effect from the date of execution of these presents and till the delivery of the OWNER's Allocation to the OWNER.
- 12.4** The OWNER's allocation i.e. flat along with undivided proportionate share/right in the Said Land and common facilities in the Said Project shall be made free from all encumbrances during handing over the possession of the flats to the Owner by the Developer and a non encumbrance certificate would be issued by the Developer to the Owner during handing over of the flats.
- 12.5** The DEVELOPER shall be fully liable and responsible to comply with the obligation towards OWNER as provisions made in Clause - 8.1 under Article - VIII stated hereinabove.
- 12.5** The DEVELOPER shall arrange for alternative separate accommodation for the OWNER's i.e Sri Premananda Raichoudhuri & Sri Sunanda Raichowdhury of rented flat during the construction of the Housing Complex free of cost till the time of handing over possession of the OWNER'S allocation.
- 12.6** In case the OWNER's notices any defect in the construction within the OWNER's allocation or in the materials used therein, within 1 (one) year from the Date of POSSESSION/HANDOVER, the OWNER

shall immediately bring the same to the notice of the DEVELOPER and unless such defect has arisen due to any act or omission on the part of the OWNER or its agents, the DEVELOPER shall wherever possible, rectify the defect without charge to the OWNER.

ARTICLE - XIII
OWNER'S INDEMNITY

- 13.1** The OWNER hereby undertakes that the DEVELOPER shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbances from or on the part of them.
- 13.2** The OWNER hereby undertakes to keep the DEVELOPER indemnified against all third party claims and actions in respect of DEVELOPER's Allocation in the said premises subject to comply with all the obligations of the DEVELOPER is fulfilled in respect of the OWNER's Allocation at the said premises and on and from the date of delivery of the possession of the OWNER's Allocation to the OWNER by the DEVELOPER.

ARTICLE - XIV
DEVELOPER'S INDEMNITY

- 14.1** The DEVELOPER hereby undertakes to keep the OWNER indemnified against all third party claims and actions arising out of any sort of act or commission of the DEVELOPER in or relating to or arising out of the construction of the said building or buildings at the said premises.
- 14.2** The DEVELOPER hereby undertakes to keep the OWNER indemnified against all actions, suits, costs, proceedings and claims that may arise out of the DEVELOPER's Allocation with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or at the amalgamated premises and also for any defect thereon and/or for dealing with the DEVELOPER's Allocation as well as the OWNER's Allocation.
- 14.3** The DEVELOPER shall be fully liable and responsible to the Government (State and Central) The Kolkata Municipal Corporation, Electricity and Water Supply Authority, W.B. Pollution Control Board, Fire Brigade and other authorities, claim for labour injury or loss of life and shall remain fully liable and responsible for compliance with all the statutory requirements regarding construction and providing amenities/facilities therein.

ARTICLE - XV

MISCELLANEOUS

- 15.1** It is understood that in all material time to facilitate the construction of the new building or buildings at the said premises 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 OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which specific provisions may not have been mentioned herein and the OWNER hereby undertakes to cooperate with the DEVELOPER and to do all such acts, deeds, matters and things as may be reasonably required to be done and the OWNER shall execute and sign all such additional applications and other documents as the case may be provided that all such acts deed as matters and things do not in any way infringe the right of the OWNERS and/or go against the basic spirit of this Agreement.
- 15.2** The DEVELOPER shall frame scheme for the management and administration of the said building or buildings at the said premises and/or at the amalgamated premises and for the common parts thereof. The OWNER and other co-owners being the unit purchases in the proposed complex after becoming the owner of the flat and car parking space, hereby agree to abide by all the Rules and Regulations of such Management/Association/Holding organization and the OWNER herein hereby give their consent to abide by the same.
- 15.3** As and from the date of completion of the new building or buildings, the DEVELOPER and/or its transferees and the OWNER and/or their transferees shall each be liable to pay and bear proportionate charges on account Municipal Tax, Rents payable to the concerned Collectorate and all other taxes and outgoings payable in respect of the common areas and also in respect of each of their allocations proportionately.

ARTICLE - XVI
FORCE MAJURE

- 16.** The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majure and shall be suspended from the obligation during the duration of the Force Majure.

ARTICLE - XVII
ARBITRATION

- 17.** If any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Arbitrator chosen by the parties hereto or such separate one or two Arbitrators selected by each of the

parties with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration and Conciliation, 1996 and its modifications for the time being enforce shall be final conclusive and binding on both the parties.

ARTICLE - XVIII
JURISDICTION

18. The High Court at Kolkata and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of non-performance or breach of terms and conditions of these presents by either of the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
Part - I

ALL THAT land measuring **38 Cottahs 7 Chittacks 32 Sq. Ft.** more or less together with building, structure, outhouse, etc. delineated in the map or plan hereto annexed marked as Annexure-A and thereon bordered Red comprised in R.S. Dag No. 11428, 11429, 11430, 11432, and 11441 within J.L. No. 2, Touzi No. 346, R. Survey No. 83, R.S. Khatian No. 5573, 5574, 5575 & 5576 in Mouza - Behala, Pargana - Balia, Sub-Registry Office - Alipore, District - 24 Parganas, P.S. - Parnashree (earlier Behala), presently bearing premises No. 27, Bonamali Naskar Road (correspondence address being 75, Bonamali Naskar Road Kolkata - 60) within Ward No. 131 of Kolkata Municipal Corporation, Kolkata - 700 060 and butted and bounded as follows:-

- On the North:** Bonamali Naskar Road, Common Passage and Water body.
On the East: 4ft & 10 ft wide Common Passage & 81, 26/1, 9/25, 9/23 and 9/22/1 Dwijen Mukherjee Road.
On the South: 73A, Bonamali Naskar Road, Common Passage, Open Drain & Vacant Land.
On the West: 77, 79, 79/1, 73A, 73B, 73 Bonamali Naskar Road & Others & Common Passage

Part - II

ALL THAT land measuring **1 Cottah 8 Chittack and 20 Sq. Ft.** with R.T. Shed standing thereon delineated in the map or plan hereto annexed marked as Annexure-A and thereon bordered Blue comprised in Dag no - 11441, J.L. No. 2, R.S. No. 83, Touzi No. 346, R.S. Khatian No. 5574 & 5576 Mouza - Behala, P.S. - Parnasree (Behala) being premises No. 26, Bonamali Naskar Road (correspondence address being 75/1, Bonamali Naskar Road) within Ward No. 131 of Kolkata Municipal Corporation, P.S. - Parnasree (formerly Behala), Kolkata - 700 060.

On the North: Bonamali Naskar Road

On the East: Common Passage
 On the South: 27, Bonamali Naskar Road
 On the West: 27, Bonamali Naskar Road

Part - III

ALL THAT land measuring **1 Cottahs 12 Chittacks 11 Sq. Ft.** more or less together with structure delineated in the map or plan hereto annexed marked as Annexure-A and thereon bordered Green etc. within Touzi No. 346, J.L. No. 2, R.S. No. 83, C.S. Khatian No. 1307, C.S. Dag No. 3602, R.S. Khatian No. 6066, R.S. Dag No. 11401, Mouza - Behala & P.S. - Parnasree (earlier Behala) presently bearing premises No. 81, Dwijen Mukherjee Road within Ward No. 131 of Kolkata Municipal Corporation, Kolkata - 700 060 and butted and bounded as follows:-

On the North: 9/6/A, Dwijen Mukherjee Road
 On the East: Dwijen Mukherjee Road
 On the South: 10 ft. wide Common Passage
 On the West: 27, Bonamali Naskar Road

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT land properties hereditaments and premises containing a total area about **41 (Forty one) Cottahs 12 (Twelve) Chittacks and 18 (Eighteen) Sq. Ft.** more or less delineated in the map or plan hereto annexed marked as Annexure-B and thereon bordered Red comprised in comprised in R.S. Dag No. 11428, 11429, 11430, 11432, 11441 & 11401 lying and situated at Mouza - Behala, R.S. Khatian Nos. 5573, 5574, 5575, 5576 & 6066 under J.L. No. 2, R.S. No. 83, Touzi No. 346, Ward No. 131 under Kolkata Municipal Corporation (KMC), Police Station - Parnasree within A.D.S.R.O., Alipore, in the District of 24 Parganas (South).

THE THIRD SCHEDULE ABOVE REFERRED TO

- 1) The land measuring about 41 (Forty one) Cottahs 12 (Twelve) Chittaks and 18 (Eighteen) Sq. Ft. more or less on which the proposed Building Complex consisting of series of multi-storied building/s proposed to be constructed and all easements and quasi easement rights and appurtenances belonging thereto.
- 2) Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates or the said building.
- 3) Main gate of the said premises and common passages from main road to the Complex and leading to the staircase of the ground floor for ingress and egress.
- 4) Installation of common services namely electricity, water pipes, sewerage, rain water pipes.
- 5) Water pump with motor and pump house.

- 6) Reservoir on the roof and underground.
- 7) Drainage, septic tank on the ground floor including all external sewerage pipes and water pipes for the use of all OWNERS of the building.
- 8) 24 hours supply of water from overhead tank to the respective flats.
- 9) Common staircases, lift, landing, lobbies etc.
- 10) Lighting in the common spaces passages staircases, lift, including fixtures and fittings.
- 11) Common electric meter boxes.
- 12) Mandatory open space surrounding the said building.
- 13) All other part of the proposed buildings necessary for its existence, maintenance and safety for normally in common use of the Purchaser with the OWNER herein and/or their nominees, assignees and as well as the DEVELOPER herein and/or its nominees, assignees.

COMMON EXPENSES

- 1) All expenses for the maintenance, operating, replacing, repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the buildings and all the common structures, common parts of the said proposed Complex.
- 2) All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of the repairing replacing and renovating the same.
- 3) Costs and charges of establishment for maintenance and running the administration of the said building and the entire said Housing Complex.
- 4) All charges and deposits for supply of common utilities to the co-owners in common.
- 5) Municipal tax, water tax and other rates in respect of common portion, common areas of the premises and the buildings and the entire said Housing Complex.
- 6) Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 7) Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system loss for providing electricity to each Unit/Flat.
- 8) All litigations expenses incurred for the common purpose and relating to the common uses and enjoyment of the common portions.
- 9) Creation of funds for replacements, renovations and/or periodical expenses.
- 10) All expenses referred to above shall be born and paid proportionately in common by the OWNER and the DEVELOPER and/or each of their assignees, nominees according to each of their areas/shares in the proposed Housing Complex.
- 11) Actual amount of security deposit by the C.E.SC. And/or other company for the time being in force.

- 12) Sinking Fund, Maintenance Deposits, Generator Charges as may be formulated and required to be paid by the respective co-owners

**MANAGEMENT AND MAINTENANCE
OF THE COMMON PORTIONS**

The DEVELOPER and the co-owners of the Units/Flats shall form an Association and/or maintenance company for the common purpose including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972. Upon the OWNER fulfilling their obligations and covenants under and upon its formations the Association and/or the maintenance company shall manage maintain and control the common portions and do all acts deeds and things as may be necessary and/or expedient for the common purposes and the OWNER shall co-operate with the DEVELOPER herein till such Association is made and thereafter till the Association and/or maintenance company may frame rules regulations and laws time to time for maintaining quiet and peaceful enjoyment of the said premises.

Upon formation of the Association and/or maintenance company the OWNER herein and the DEVELOPER herein shall transfer all its rights and obligations to such Association, Society and/or maintenance company.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Details of the Specification)

| | | |
|----|--------------------|--|
| 1. | Foundation | ➤ R.C.C foundation resting on cast -in-situ reinforced concrete bonded piles. |
| 2. | Structure | ➤ Earthquake resistant RCC framed structure. |
| 3. | Walls | ➤ Conventional brickwork. All external walls to be of 8"/10" and all internal walls will be of 5" bricks as per specification. |
| 4. | Wall Finish | <ul style="list-style-type: none"> ➤ Interior - 2 coats of Quality Paint (as per choice) over Primer & POP finish of reputed make. ➤ Common Area - Plastic Emulsion Paint of standard make or as per design. ➤ Exterior - Weather-coat Paint of standard make along with/without exposed brick/stone/concrete fascia as per Architectural detailing.. |

| | | |
|----|----------------------------|---|
| 5. | Electrical | <ul style="list-style-type: none"> ➤ Provision for adequate Light points & Power points along with Modular Switches, Light fittings & Fans of reputed brand in each and every area of the Unit. ➤ Door Bell at the main entrance door. ➤ 5 star rating Split Air Conditioners with AC starters (LG, Blue Star, Samsung, Hitachi, Voltas, Whirlpool or equivalent) as per choice, of adequate capacity in all bedrooms. ➤ Provision for Telephone & T.V in Living and all bedrooms. ➤ Safety equipment such as M.C.B for all flats. |
| 6. | Wiring | <ul style="list-style-type: none"> ➤ Concealed copper wiring of Finolex, Havells or equivalent for electricity, telephone and television. |
| 7. | Kitchen | <ul style="list-style-type: none"> ➤ Kitchen with Black Granite counter top & stainless steel sink with single drain board (Frank Faber, Nirali, Anupam or equivalent). ➤ Dado of ceramic tiles (Kajaria, Johnson or equivalent) above platform upto 2 feet height. ➤ Kitchen - Anti skid vitrified Tiles ➤ Hot and cold water provision. |
| 8. | Door | <ul style="list-style-type: none"> ➤ Door frame made of seasoned and treated Sal wood. ➤ Main Door -Veneered Flush doors with Collapsible gate. (Wooden or Iron, as per choice) ➤ All other doors within the unit are laminated (wooden polish finish laminate) flush door. ➤ All fitting & fixtures will be of S.S. hardware including Main Door handle, main door lock (Godrej make), Internal Door Mortise lock with handle, toilet & kitchen door Mortise lock with handle. |
| 9. | Flooring & Dado | <ul style="list-style-type: none"> ➤ Standard quality Marble or 900x900 / 900x600 / 600x600 mm Vitrified Tiles (Kajaria, Johnson, Somany or equivalent) in Living rooms and Dinning and other Bedrooms (as per choice) ➤ Master Bedroom (1 no.): Marble slab of recognized standard quarries/mines or equivalent. ➤ Marble/Vitrified Tiles, 600x600/Kota Stone in all Common Areas. ➤ Kitchen / Toilet floors to be made with heavy duty mat finish ceramic tiles. |

| | | |
|-----|---|---|
| 10. | Toilet | <ul style="list-style-type: none"> ➤ Concealed pipeline using standard materials. ➤ Standard antiskid ceramic tiles up to lintel height. ➤ White porcelain sanitary ware of reputed brand (Hindware / Parryware or equivalent). ➤ Heavy duty CP fittings of superior brands (Jaquar/Kohler or equivalent make) & Hot and cold water provision. One no. glass shower cubicle in Master bedroom. ➤ Geysers of adequate capacity in all bathrooms of reputed brand. |
| 11. | Water Supply | <ul style="list-style-type: none"> ➤ 24 hour filtered water supply. |
| 12. | Window | <ul style="list-style-type: none"> ➤ Color Anodized or power coated glazed aluminum windows |
| 13. | Lift | <ul style="list-style-type: none"> ➤ Lifts of Schindler, Otis or equivalent as per requirement |
| 14. | Generator | <ul style="list-style-type: none"> ➤ For standby power to Flats (minimum load as per calculation) and one lift and basic common area lighting. |
| 15 | Building Security & Intercom | <ul style="list-style-type: none"> ➤ 24 x 7 Building Security with Intercom facility from the Building Lobby to the Unit. |

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands at Kolkata on the day, month and year first above written.

WITNESSES:

1. Krishna Guenla
1, R.N. Mukherjee Rd.
Kot-1 Service.

Pinku Raichoudhury

2. Krishna Guenla

Pinku Raichoudhury

3. Krishna Guenla.

Pinku Raichoudhury

27, Bonomali Naskar Road
Kot-700060

Drafted by me
K. C. Karimkhan
Advocate
High Court, Calcutta

Pradip Raichoudhuri
Suman Raichoudhuri
Pradip Raichoudhuri
Pranab Raichoudhuri

Signature of OWNER

Pradip Raichoudhuri

Somyat Raichoudhuri

Signature of the CONFIRMING PARTY

For MARTIN BURN CONSTRUCTIONS LTD.

Director

Signature of the DEVELOPER

RECEIVED of and from the within named DEVELOPER the within mentioned sum of Rs 20,25,000/- (Rupees Twenty Lacs Twenty Five Thousand Only) being the consideration in part payment as per memo below:

| PREMANANDA RAICHOUDHURI | | | |
|--|-------------|----------------------|--------------------|
| Date | Cheque No. | Branch | Amount(Rs.) |
| 28-09-2011 | 808026 | Punjab National Bank | 2,50,000/- |
| SUNANDA RAICHOWDHURY | | | |
| Date | Cheque No. | Branch | Amount(Rs.) |
| 28-09-2011 | 808021 | Punjab National Bank | 2,50,000/- |
| 19-02-2014 | RTGS/430280 | The Federal Bank | 2,00,000/- |
| 13-06-2014 | 330177 | The Federal Bank | 10,00,000/- |
| | | Total:- | 14,50,000/- |
| M/s ASSOCIATED ENGINEERING PRODUCTS (on behalf paid to Partners Sri Premananda Raichoudhuri & Sri Pradipta Raichoudhuri) | | | |
| Date | Cheque No. | Branch | Amount(Rs.) |
| 28-09-2011 | 808023 | Punjab National Bank | 12,500/- |
| 28-09-2011 | 808327 | Punjab National Bank | 12,500/- |
| | | Total:- | 25,000/- |
| SRI PREMANANDA RAICHOUDHURI & SRI SUNANDA RAICHOWDHURY (paid to late Rupa Raichowdhuri) | | | |
| Date | Cheque No. | Branch | Amount(Rs.) |
| 28-09-2011 | 808022 | Punjab National Bank | 2,50,000/- |
| 28-09-2011 | 808025 | Punjab National Bank | 50,000/- |
| | | Total | 3,00,000/- |
| | | Grand Total:- | 20,25,000/- |
| (Rupees Twenty Lacs Twenty Five Thousand Only) | | | |

WITNESSES:

1. Krishna Gauraha.
2. Pradipta Raichowdhury

Premananda Raichoudhuri



Pradipta Raichoudhuri
Premananda Raichoudhuri

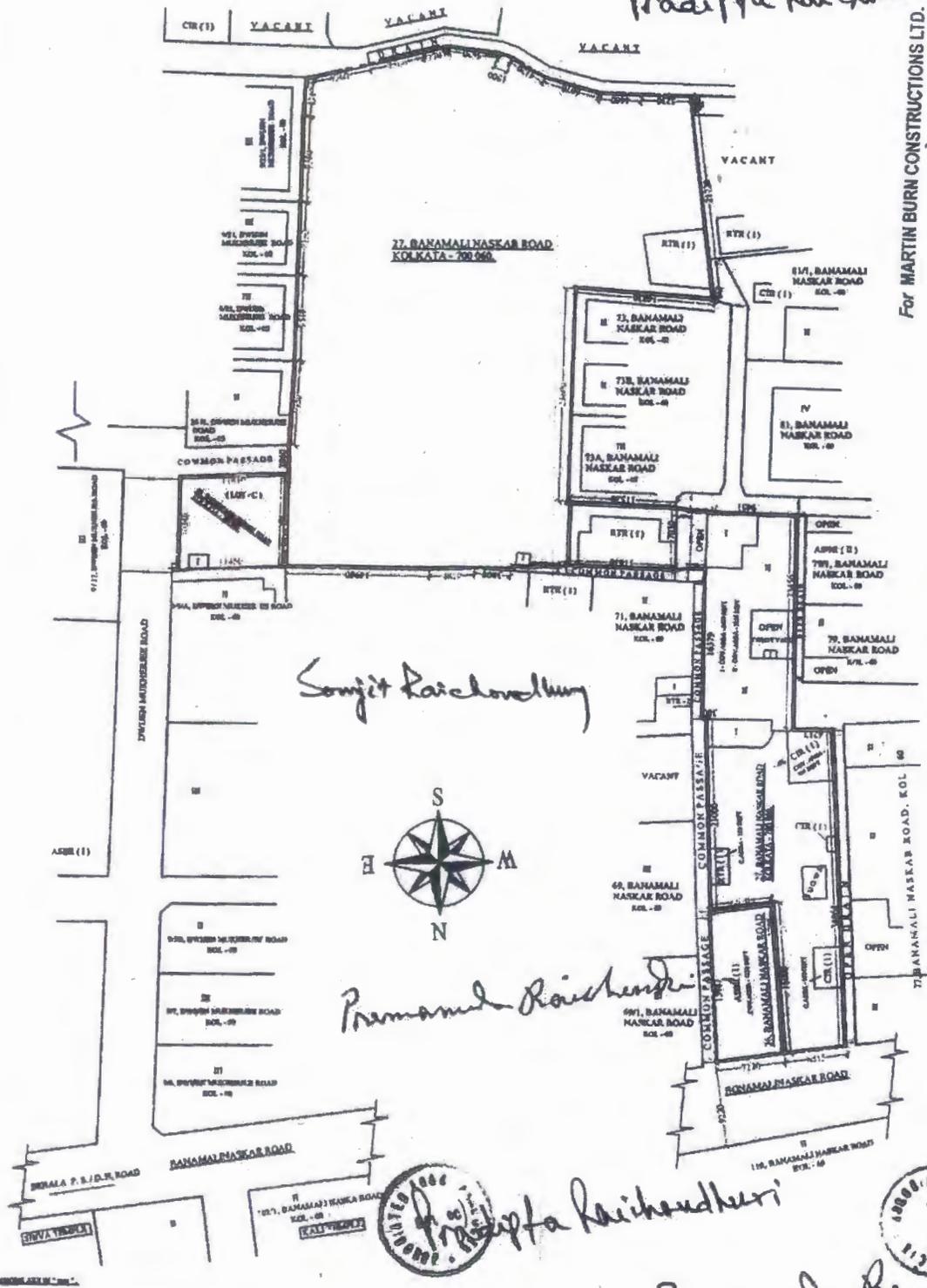
SIGNATURE OF OWNER

Premananda Raichoudhuri

ANNEXURE-A

Pradipta Raichoudhuri

For MARTIN BURN CONSTRUCTIONS LTD.
[Signature]
Director



Premamul Raichoudhuri

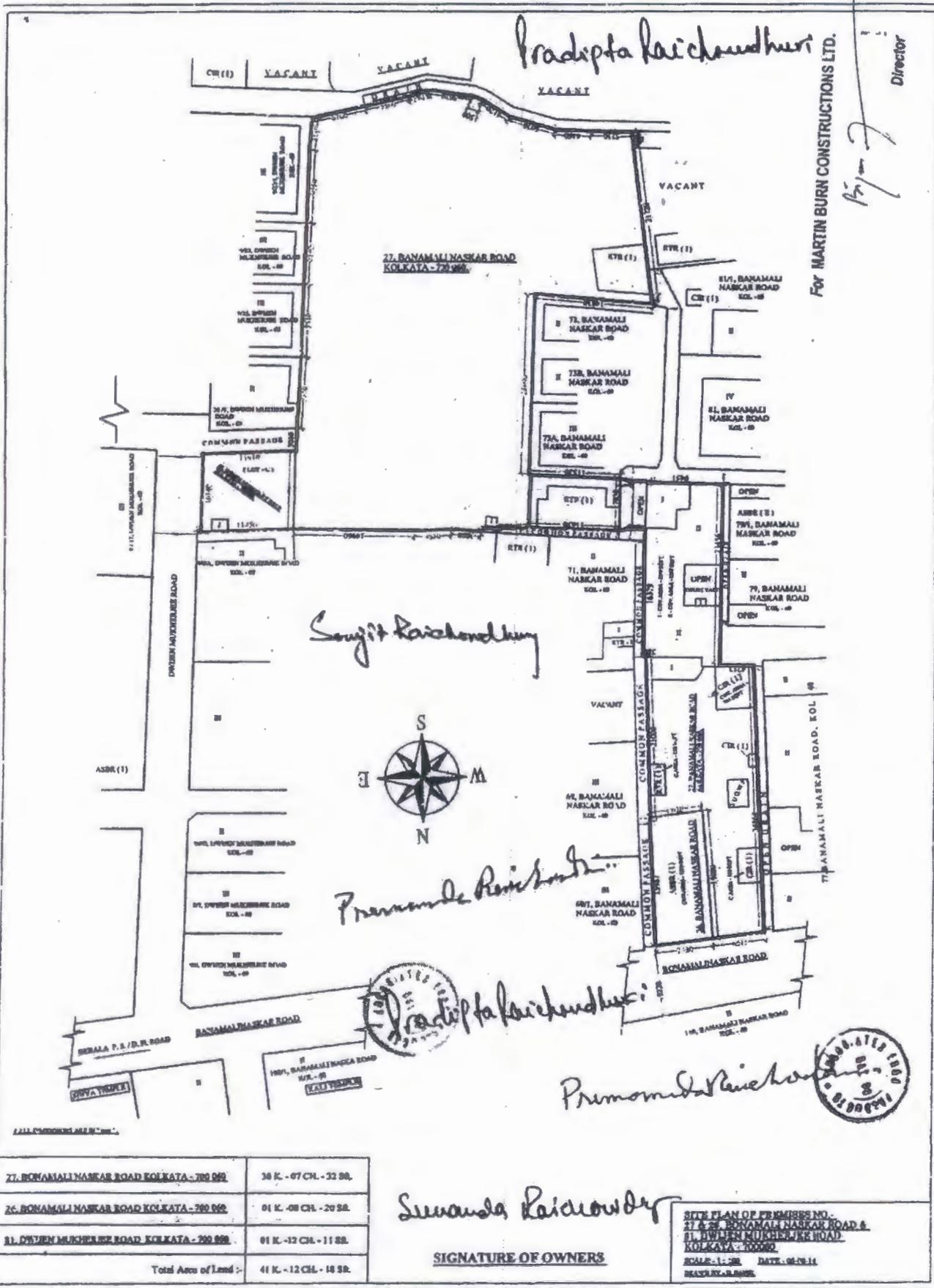
Suwarda Raichoudhuri

SIGNATURE OF OWNERS

| | |
|---|-------------------------|
| 77, BANAMALI NASKAR ROAD KOLKATA - 700 060 | 38 K. - 07 CH. - 32 SQ. |
| 26, BANAMALI NASKAR ROAD KOLKATA - 700 060 | 01 K. - 08 CH. - 28 SQ. |
| 81, DWIVEN MUKHERJEE ROAD KOLKATA - 700 060 | 01 K. - 12 CH. - 11 SQ. |
| Total Area of Land | 41 K. - 12 CH. - 18 SQ. |

SITE PLAN OF PREMISES NO. 27 & 28, BANAMALI NASKAR ROAD & 81, DWIVEN MUKHERJEE ROAD KOLKATA - 700060
SCALE: 1:500 DATE: 09-08-14
DRAWN BY: P. RAJ

ANNEXURE - B



| | |
|---|-----------------------|
| 27. BONAMALI NASKAR ROAD KOLKATA - 700 092 | 38 K - 07 CH - 32 SB. |
| 28. BONAMALI NASKAR ROAD KOLKATA - 700 092 | 01 K - 08 CH - 20 SB. |
| 31. DWIJEN MUKHERJEE ROAD KOLKATA - 700 098 | 01 K - 12 CH - 11 SB. |
| Total Area of Land :- | 41 K - 12 CH - 18 SB. |

Suvanda Raichoudhuri

SIGNATURE OF OWNERS

SITE PLAN OF PREMISES NO. 27 & 28 BONAMALI NASKAR ROAD & 31 DWIJEN MUKHERJEE ROAD KOLKATA - 700092

SCALE: 1:200 DATE: 01.09.14

DRAWN BY: R. RAJ

SPECIMEN FORM FOR TEN FINGER PRINTS



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

Signature *[Handwritten Signature]*



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

Signature *Premnand Rai Chowdhury*



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

Signature *Suwarda Raichowdhury*



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

Signature *Pradip Raichowdhury*

SPECIMEN FORM FOR TEN FINGER PRINTS



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

Signature Sanjit Parichandhury



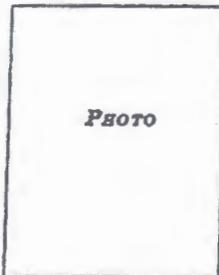
| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|-------------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature _____



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

Signature _____



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

Signature _____



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

Endorsement For Deed Number : I - 05375 of 2014
(Serial No. 05082 of 2014 and Query No. 1901L000012448 of 2014)

On 13/06/2014

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

Presented for registration at 19.40 hrs on :13/06/2014, at the Private residence by Vijay Kumar Fatehpuria ,Claimant.

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

Execution is admitted on 13/06/2014 by

1. Premananda Raichoudhuri
Partner, Associated Engineering Products, 26, Banamali Naskar Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060.
, By Profession : Business
2. Sunanda Raichoudhuri, son of Lt. Sachi Bilash Raichoudhuri , 27, Banamali Naskar Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
3. Pradipta Raichoudhuri
Partner, Associated Engineering Products, 26, Banamali Naskar Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060.
, By Profession : Business
4. Somjit Raichoudhuri, son of Sunanda Raichoudhuri , 27, Banamali Naskar Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
5. Vijay Kumar Fatehpuria
C M D, M/ S. Martin Burn Constructions Limited, Martin Burn House, 1, R. N. Mukherjee Road., Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001.
, By Profession : Business
Identified By Krishna Goenka, son of Ramjiwan Goenka, 1, R. N. Mukherjee Road., 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

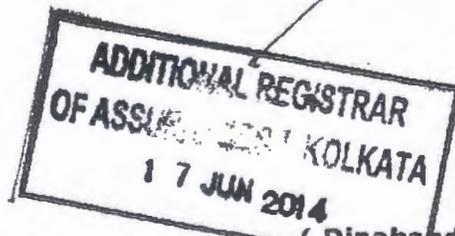
On 17/06/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft



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

17/06/2014 14:44:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 05375 of 2014
(Serial No. 05082 of 2014 and Query No. 1901L000012448 of 2014)

Rs. 22369/- is paid , by the draft number 645411, Draft Date 16/06/2014, Bank Name State Bank of India, ESPLANADE, received on 17/06/2014

(Under Article : B = 22264/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 17/06/2014)

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.-17,91,97,893/-

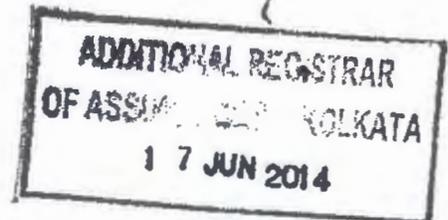
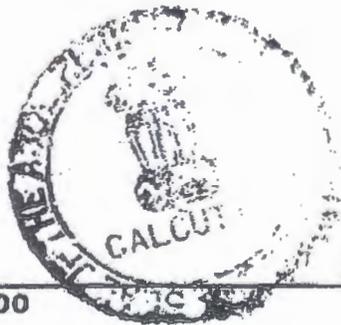
Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 645410, Draft Date 16/06/2014, Bank : State Bank of India, ESPLANADE, received on 17/06/2014
2. Rs. 26020/- is paid , by the draft number 645412, Draft Date 16/06/2014, Bank : State Bank of India, ESPLANADE, received on 17/06/2014

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



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

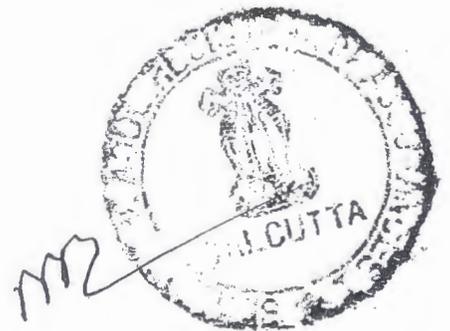
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 7034 to 7073
being No 05375 for the year 2014.



M
(Dinabandhu Roy) 19-June-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

Certified to be a true Copy



CHECKED BY

Banyee use

Additional Registrar of
Assurances-I, Kolkata

2/7/14