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 21/6/16  
 Q.No. GG2746/16.

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of the document.

*R. Ghosh*  
 District Sub-Registrar-II  
 Alipore, South 24 Parganas

21 JUN 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 21<sup>st</sup> day of June, Two Thousand and Sixteen A.D. BETWEEN SRI AMITAVA ADHIKARY, (PAN-ASHPA4083A) son of Late Chandidas Adhikary, by faith Hindu, by occupation Business, by Nationality Indian, residing at 388, Upen Banerjee Road, P.O. & P.S. Parnasree, Kolkata- 700 060, in the District of South 24-Parganas hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART;

A N D

M/S. JAI MAATADI ENTERPRISE a proprietary business having its office at 5, Kailash Pandit Lane, P.S. Behala, Kolkata- 700 053 represented by its sole proprietor SRI DINESH KUMAR SINGH (PAN No. AMAPS 2683K) son of Late R.B. Singh by faith Hindu, by occupation Business, by Nationality Indian, residing at 5, Kailash Pandit Lane, P.S. Behala, Kolkata- 700 053 hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the OTHER PART;

WHEREAS by virtue of a registered conveyance being dated 08.01.1958 made between Sri Pashu Pati Maity therein mentioned as the Vendor of the one part and Smt. Maya Rani Adhikary therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendor sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser ALL THAT piece and parcel of the land measuring an area 10 Cottahs be the same a little more or less along with building structure standing thereon lying and situated at Mouza Behala, J.L. No.2, Pargana Balia, Touzi No. 446, R.S. No. 83, under C.S. Khatian No. 238, R.S. Khatian No. 4045 in Dag No. 301, within the limit of the South Suburban Municipality now within the limit of the Kolkata Municipal Corporation, (S.S. Unit), under Ward No. 131, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the Sub- Registrar at Alipore and recorded in Book No.1, Volume No.12, pages 230 to 233, Being No. 192 for the year 1958.

AND WHEREAS by virtue of a registered Deed of Gift being dated 14.03.1980 executed by the aforesaid Smt. Maya Rani Adhikary unto and in favour of her son Sri Amitava Adhikary in respect of ALL THAT piece and parcel of the land measuring an area 04 Cottahs 01 Chittaks 25 sq.ft. be the same a little more or less along with building structure standing thereon lying and situated at Mouza Behala, J.L. No.2, Pargana Balia, Touzi No. 446, R.S. No. 83, under C.S. Khatian No. 238, R.S. Khatian No. 4045 in Dag No. 301, within the Municipal limit of the South Subarban Municipality now within the limit of the Kolkata Municipal Corporation, (S.S. Unit), under Ward No. 131, at Municipal Holding No. 393N, Upen Banerjee Road, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said Deed of Gift was registered in the office of the Sub- Registered at Alipore and recorded in Book No.1, Volume No.37, pages from 181 to 185, Being No. 1179 for the year 1980.

AND WHEREAS while seized and possessed of the aforesaid purchased property the present owner mutated his name in the record of the Kolkata Municipal Corporation and the said property is known and numbered as Municipal Premises No. 1437, Upendra Nath Banerjee Road, under Ward No. 131 and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS by virtue of another registered Deed of Gift being dated 18.06.1987 executed by Smt. Manjusri Adhikary unto and in favour of her brother Sri Amitava Adhikary in respect of ALL THAT piece and parcel of the land measuring an area 01 Cottahs 00 Chittaks 10 sq.ft. be the same a little more or less along with building structure standing thereon lying and situated at Mouza Behala, J.L. No.2, Pargana Balia, Touzi No. 446, R.S. No. 83, under C.S. Khatian No. 238, R.S. Khatian No. 4045 in Dag No. 301, within the Municipal limit of the South Subarban Municipality now within the limit of the Kolkata Municipal Corporation, (S.S. Unit), under Ward No. 131, at portion of

Municipal Holding No. 393N, Upen Banerjee Road, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said Deed of Gift was registered in the office of the District Sub-Registered at Alipore and recorded in Book No.1, Volume No.203, pages from 32 to 41, Being No. 9794 for the year 1987.

AND WHEREAS while seized and possessed of the aforesaid purchased property the present owner mutated his name in the record of the Kolkata Municipal Corporation and the said property is known and numbered as Municipal Premises No. 295, Upendra Nath Banerjee Road, under Ward No. 131 and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS thus the present owner lawfully and absolutely seized and possessed of ALL THAT piece and parcel of the land measuring an **area 05 Cottahs 01 Chittaks 35 sq.ft.** be the same a little more or less along with building structure standing thereon lying and situated at Mouza Behala, J.L. No.2, Pargana Balia, Touzi No. 446, R.S. No. 83, under C.S. Khatian No. 238, R.S. Khatian No. 4045 in Dag No. 301, within the present limit of the Kolkata Municipal Corporation, (S.S. Unit), under Ward No. 131, **at Municipal Premises No. 1437 & 295, Upen Banerjee Road**, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas free from all encumbrances.

AND WHEREAS the owner of the first part is desirous of developing the said premises by construction of new building for residential use, but due to paucity of fund could not able to start the said construction and finding no other alternative, while finding a Developer who can complete the construction at its own fund and the developer herein being heard of it made a contact with the owner and offered the owner to construct a **straight three storied** building upon the said land out of its own fund and the owner herein being accepted the said offer agreed with the following terms and conditions:-

**ARTICLE - 1**  
**DEFINITIONS**

1. Unless in these presents, it is repugnant to or inconsistent with the context:-
- 1.01. **OWNER** : Shall mean SRI AMITAVA ADHIKARY, son of Late Chandidas Adhikary, by faith Hindu, by occupation Business, by Nationality Indian, residing at 388, Upen Banerjee Road, P.O. & P.S. Parnasree, Kolkata- 700 060, in the District of South 24- Parganas the party of the FIRST PART and shall include his heirs and assigns.
- 1.02. **DEVELOPER**: shall M/S. JAI MAATADI ENTERPRISE a proprietary business having its office at 5, Kailash Pandit Lane, P.S. Behala, Kolkata- 700 053 represented by its sole proprietor SRI DINESH KUMAR SINGH (PAN No. AMAPS 2683K) son of Late R.B. Singh by faith Hindu, by occupation Business, by Nationality Indian, residing at 5, Kailash Pandit Lane, P.S. Behala, Kolkata- 700 053 the party of the OTHER PART and shall include its heirs and assigns.
- 1.03. **SAID PREMISES** : shall mean ALL THAT piece and parcel of the land measuring an area **05 Cottahs 01 Chittaks 35 sq.ft.** be the same a little more or less along with building structure standing thereon lying and situated at Mouza Behala, J.L. No.2, Pargana Balia, Touzi No. 446, R.S. No. 83, under C.S. Khatian No. 238, R.S. Khatian No. 4045 in Dag No. 301, within the present limit of the Kolkata Municipal Corporation, (S.S. Unit), under Ward No. 131, at **Municipal Premises No. 1437 & 295, Upen Banerjee Road**, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas morefully described in the FIRST SCHEDULE hereunder written.
- 1.04. **BUILDING**: Shall mean the proposed **Straight three storied** building proposed to be constructed on the FIRST SCHEDULE premises.

- 1.05 **SANCTION PLAN:** Shall mean the plan for the construction of the new building and other structures as may be sanctioned by the Kolkata Municipal Corporation and other authorities, in respect of the maximum possible floor area ratio available as per building rules and laws.
- 1.06 **COMMON AREAS & FACILITIES** Shall include the common areas and facilities of the building for the use of owner and/or developer and all the occupiers of the flats/floors and space of the building in the **FOURTH SCHEDULE** hereunder written,
- 1.07 **OWNER'S ALLOCATION :** shall mean **ALL THAT** piece and parcel of (a) **THREE OR FOUR** flats on the **FIRST FLOOR AND** **SECOND FLOOR** measuring a buildup area 1950 sq.ft. of the said newly constructed building along with (b) one open car parking space on the ground floor **TOGETHER WITH** undivided proportionate share and interest of the land and the common amenities and facilities of the said newly constructed **Straight three storied** building at the said premises along with (c) a non refundable sum of Rs.7,00,000/- (Rupees seven lacs) only out of which (i) a sum of Rs.2,00,000/- (Rupees two lacs) only will be payable at the time of execution of this agreement, (ii) a sum of Rs.5,00,000/- (Rupees five lacs) only will be payable at the time of hand over the possession of the said premises to the Developer by the owner.
- 1.08 **DEVELOPER'S ALLOCATION :** shall **ALL THAT** piece and parcel of the remaining portion of the proposed building to be constructed in accordance with the sanction plan of the Kolkata Municipal Corporation **TOGETHER WITH** the undivided proportionate share on the land and common areas and facilities available in the said building.

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- 1.09 **ARCHITECT** : Shall mean any qualified person or persons or firm appointed or nominated by the developer at its own cost as architect or architects of the building to be constructed on the said premises at the entire cost and expenses of the developer.
- 1.10 **BUILDING PLAN**: Shall mean the plan to be sanctioned for construction of the proposed building by the Kolkata Municipal Corporation as per the Kolkata Municipal Corporation rules and/or modification thereof as may be done by the developer and the owner permitted and sanctioned by the said authorities.
- 1.11 **FLOOR AREA RATIO** : Shall mean the maximum floor area ratio available for construction of the premises according to prevailing municipal law considering the total area of the said premises.
- 1.12 **BUILDING MATERIALS** : Shall mean the materials including Doors and windows and other fittings, fixtures for construction and completion of the proposed building properly described in the FIFTH SCHEDULE hereunder written.
- 1.13 **ENCUMBRANCES** : Shall mean charges, liens, listeners, claims, liabilities, trusts, demands, acquisition and requisition.
- 1.14 **COMMON EXPENSES** : Shall mean the expenses to be incurred by the parties.
- 1.15 **TIME** : Shall mean the construction shall be completed by the builder/developer **within eighteen (18) months** from the date of sanction of the building plan.
- 1.17 **TRANSFEROR** : shall mean the owner as well as Developer in respect of their respective shares.
- 1.18 **TRANSFeree** : Shall mean the person, firm, company, association of persons or co-operative society to whom any flat/unit in the building is intended to be transferred by the owner and/or the developer.

- 1.19 **DEMOLITION AND DEBRIS** : The Developer shall at its own risk and responsibility shall demolish the existing building and collected Debris at his benefit.

### ARTICLE II (DEVELOPMENT)

The developer herein shall develop the said premises on the terms herein agreed and in the manner as follows :-

1. By obtaining necessary sanctions and/ or permission from the Kolkata Municipal Corporation and other appropriate environment department and authorities, if necessary.
2. By erecting and/or constructing the said building in or upon the said land and to commercially exploiting the premises and/or the building.
3. By retaining selling transferring or otherwise disposing of the developer's allocation in favour of the intending buyer/buyers of the flats of the building and also to receive, realise, recover and appropriate the consideration thereof, except the owner' allocation.
4. That being satisfied about the marketable title and possession of the owner, the developer, the party of the second part, herein, has entered into this agreement with the owner. If any defect in respect of title and possession of the owner be detected the owner shall rectify the same at an earliest at the cost of the developer.
5. The owner has also represented that to the best of his knowledge the said premises is not affected by the provision of Urban Land (Ceiling & Regulation Act, 1976).
6. The owner shall deposit the title deeds in respect of the premises in the custody of the developer and the developer shall provide the copies of the same to the owner, but the developer shall have no right to mortgage the said Title Deed before any financial institution or any private body or bodies



7. That the owner agreed that after execution of this agreement, the owner shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said premises or portion thereof within the stipulated period.
8. The owner hereby also undertake that the developer shall be entitled to construct and complete the said building on the said premises and to retain and enjoy the developer, second party's allocation therein without any interruption or interruptions from the owner or any person or persons claiming under the owner.
9. The developer undertakes to construct the building in accordance with the sanctioned plans and undertakes to pay damages penalties and/or compounding fees payable to the authority or authorities concerning relating to any deviation.
10. The developer shall not have any right to transfer their right, to develop the proposed building, under this agreement and to make sub-contract with any person, firm, society or company.
11. The developer shall have no right to transfer and/or sell his/their allotted portion to any third party outsider until and unless the developer completed the project and handover and/or deliver the possession of the owner allotted portion at proposed building to the owner and/or his beneficiaries, but the developer shall have right to accept the booking and/or earnest money in respect of its allotted portion only, possession cannot be delivered until and unless it deliver first the possession to the owner in respect of his allotted portion.
12. In carrying out the said development work and/or construction of the said building herein, agreed, the developer second party shall keep the owner indemnified from and against all third party claims or compensations and actions due to any act or commission or omission

of the developer or any accident in or related to the construction of the building including all sale taxes and income tax, Kolkata Municipal Corporation Taxes, liabilities, if any, under any circumstances the owner shall not be held responsible for any accident or accidents that may be taken place during the period of construction.

### ARTICLE III (EXPLORATION RIGHT)

1. The developer, the party of the second part in consultation with the owner shall be entitled to cause all such changes from time to time or modifications to be made in the place as shall be required by the Kolkata Municipal Corporation or the Government or any other authorities as aforesaid or to comply with such sanction, permissions, clearance and approved as aforesaid all costs, expenses and payment required for the preparation and sanction of the plan shall be paid and borne by the developer, the party of the second part, provided always that the developer shall be entitled to all appropriate refunds of payment and/or deposits made by the developer to the concerned authorities for peaceful start of the construction as per the Kolkata Municipal Corporation sanctioned plan.
2. The developer shall abide by all the laws, rules and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible complying with by-laws rules and regulations.

### ARTICLE-IV (DEVELOPER/BUILDER)

1. The developer, the party of the second part, herein, shall at its own cost construct the building in or upon the said land portion thereof in accordance with the sanction plan without any hindrance or disturbance by or on behalf of the owner or any person claiming under them.
2. The developer, the party of the second part undertakes to complete the construction of the building **within 18 (eighteen) months** from the date of sanctioned of the building plan and to observe the owner's allocation to be

constructed strictly as per the work specification written hereunder, failing which the developer, the party of the second part will be liable to pay a sum of **Rs.200/- per day** as compensation to the party of the first part, owner till the owner are getting his allocation as described in the owner' allocation of this agreement, if the delay is for the latches on the part of the developer.

3. The developer shall not be entitled to handover possession of any of the proposed building in favour of any proposed purchaser/purchasers before delivery of the peaceful owner' allocation mentioned above.

4. After the completion of the proposed building within the stipulated period or earlier in or upon the land comprised in the said premises in the manner a foresaid and on getting possession of the owner's allocation the owner shall as and when required by the Developer execute and register conveyance of the allotted portion of the developer in the said building in favour of the Developer or its nominee at the cost of the Developer or its nominee.

5. The intending purchaser or purchasers of the flats of the said building shall form an association or society for maintenance of the common and easement services for the proposed building in such manner and from as may be required by the Developer and the owner. The Developer shall cause all its purchasers or their assigns to join in and be bound by the same. All the purchasers shall have the right to use the common areas to be constructed by the developer as per this agreement.

**ARTICLE- V (LIABILITIES AND RESPONSIBILITIES BY THE DEVELOPER)**

1. The Developer, the party of the second part shall pay all the expenses to be incurred towards sanction of the plan including the expenses towards the fees of the Architect soil testing, mixture expenses cost of boundary walls etc. whatsoever shall become necessary for the purpose of construction of the

building. The developer shall be held sole responsible for any accident that may take place at the time of the construction work.

2. After the demolition of the existing structure upon delivery of possession of the allotted flats to the owner in between that period, if any, Kolkata Municipal Corporation tax remain dues the developer shall pay and clear up the said tax as to be assessed by the Kolkata Municipal Corporation.

3. All the liabilities for negotiation with the existing tenants born by the Developer alone.

4. The Developer shall submit the building plan before the K.M.C. for sanction the same within 1(one) month from the date of signing of this agreement.

5. After obtaining the sanctioned plan from K.M.C. , the Developer shall provide the Photostat copy of the same with specific demarcation of the owner's allocation to the owner and then the owner shall vacate the premises and hand over possession to the Developer within 1(one) months from the date of sanction Building plan from K.M.C.

6. The developer shall provide 3 (three) rooms flat with complete electric, water, kitchen and Toilet a suitable accommodation around the locality of the premises, acceptable and agreeable to the owner to enable the owner to vacate the existing premises for subsequent demolition by the Developer. The rent of this accommodation shall be exclusively paid by the Developer at its own cost and expenses until such time, the owner's entire/ total allocation is completed in all respect to the satisfaction of the owners and physical possession made over to the owner and peaceful handover of the entire owner's allocation to the owner.

**ARTICLES- VI (OWNER/OWNER' RIGHTS AND OBLIGATIONS)**

1. Together with the right of the common space to be spared subject to grant and receive of the common facilities and grant easement right to the prospective purchaser and/or owner including the developer.
2. The owner shall be entitled to transfer or dispose of his own allocation in the building along with the proportionate undivided share of the land and common facilities/amenities available to the said building to be constructed with the exclusive right to deal with and enter into any agreement or sale of the owner's allocation/ portion of the flat to any person or persons. The developer agrees not to give possession to any third party unless the owner's allocated portion is peacefully handed over first.
3. The developer, the party of the second part, herein, and the owner both shall be entitled to proportionate undivided share in the said land after the construction is completed or at any suitable time of both the parties the owner shall execute a registered Deed or Deeds of conveyance or conveyances in favour of the developer or its nominees in respect of the developer's allocation with such undivided proportionate share in the land in respect of the developer's allocation at the request of the developer or its nominee at their own costs.

**ARTICLE VII (COMMON RIGHTS & OBLIGATIONS)**

1. The developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises from the date of getting the vacant possession till the owner are getting the owner's peaceful allocation in habitable condition.
2. On and from the date of service of the notice to take possession the owner or their nominee/nominees as the case may be shall also responsible to pay and shall forthwith pay on demand to the developer or its nominee or nominees or the association of the flat owner and other space owner the same on the basis of sub-clause hereinabove the service charges for the common utilities in the building payable in respect of the owner's allocation.

**ARTICLE VIII (MISCELLANEOUS)**

1. That upon execution of this agreement the owner shall execute a power of Attorney in favour of the Developer for construction of the building and other necessary works and also to give authority for entering into any agreement for sale, sale deed with any third party by taking booking amount or earnest money and full consideration.
2. THE OWNER or DEVELOPER as the case may be shall not be considered to be in breach of any obligation herein under to the extent that the performance in the relative obligation is prevented by the existence of a force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean is.
  - a) COMPULSION OR ERRECTION RECOGNISED AS IRRESISTABLE AND SHALL INCLUDE flood, earthquake, riot, war severe abnormal storm, tempest civil commotion state wide strike and any other act beyond the reasonable control of the party affected hereby but shall not include normal bad weather or processions etc.
  - b) All taxes due to the Kolkata Municipal Corporation and charges to CESC for consumption of electricity till the date of execution of the agreement shall be borne by the developer.
3. Expenses for the preparation of the plan of the proposed building as well as for its sanction to be obtained from the Kolkata Municipal Corporation shall be borne by the developer only.
4. After execution of the agreement all expenses including the cost of construction of the proposed building as per specifications mentioned below and corporation taxes, water tax, electric bills etc. shall be borne by the developer exclusively from the date of getting the vacant possession of the land with structure for development. The owner under no circumstances whatsoever

shall be liable for any expenses incurred or to be incurred for construction of the building till it is completed and the owner' share is handed over.

5. In case any dispute or difference shall arise between the parties hereto touching or relating either to the said building or works or to any other matter or thing arising under this contract the same shall be referred to the arbitration before two arbitrators, each of the party shall nominate one arbitrator. Both arbitrators shall appoint an umpire as per mutual understanding. The award of the said arbitrators shall be final and binding upon the parties. Such reference shall be deemed to be arbitration under the Arbitration Act and/or any statutory modification or re-enactment thereof for the time being in force.

7. Courts at local jurisdiction shall have jurisdiction to the allocation arising out of this agreement.

**FIRST SCHEDULE ABOVE REFERREED TO**

ALL THAT piece and parcel of the land measuring an **area 05 Cottahs 01 Chittaks 35 sq.ft.** be the same a little more or less along with building structure standing thereon lying and situated at Mouza Behala, J.L. No.2, Pargana Balia, Touzi No. 446, R.S. No. 83, under C.S. Khatian No. 238, R.S. Khatian No. 4045 in Dag No. 301, within the present limit of the Kolkata Municipal Corporation, (S.S. Unit), under Ward No. 131, **at Municipal Premises No. 1437 & 295, Upen Banerjee Road**, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas which is butted and bounded as follows:-

ON THE NORTH : By 10ft. wide common passage;

ON THE SOUTH : By Property of Dag No. 300 and 12'-7" wide K.M.C. Metal Road;

ON THE EAST : By 4ft. wide common passage and property of Sanjoy Baidya.

ON THE WEST : By Property of J.P. Adhikary;

**SECOND SCHEDULE ABOVE REFERRED TO**  
(Owner's Allocation)

~~24/11/20~~ ALL THAT piece and parcel of (a) THREE OR FOUR flats on the FIRST FLOOR AND ~~SECOND~~ FLOOR measuring a builtup area 1950 sq.ft. of the said newly constructed building along with (b) one open car parking space on the ground floor TOGETHER WITH undivided proportionate share and interest of the land and the common amenities and facilities of the said newly constructed **Straight three storied** building at the said premises along with (c) a non refundable sum of Rs.7,00,000/- (Rupees seven lacs) only out of which (i) a sum of Rs.2,00,000/- (Rupees two lacs) only will be payable at the time of execution of this agreement, (ii) a sum of Rs.5,00,000/- (Rupees five lacs) only will be payable at the time of hand over the possession of the said premises to the Developer by the owner.

**THIRD SCHEDULE ABOVE REFERRED TO**  
(Developer's allocation)

ALL THAT piece and parcel of the remaining portion of the proposed building to be constructed in accordance with the sanction plan of the Kolkata Municipal Corporation TOGETHER WITH the undivided proportionate share on the land and common areas and facilities available in the said building of the First Schedule property.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
(COMMON AREAS AND FACILITIES)

- i. Common areas would be of roof side stairs, water reservoir, tank on the roof, stair case, septic tank, common meter room and common pump room, under the staircase outside wall which should be uniform so that their management of different colours.
- ii. The foundation column, girders, beams, supports main walls, roofs.
- iii. Walls corridors, lobbies, stairs, stair-ways, fire escapes water reservoir, septic tank, water tank, lighting, arrangements in the common areas and gate,

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stair ways and roof, entrances and existing of the building but excluding the corridors lobbies if any standing within any flat or apartment.

iv. Storage spacemen for common use or for the use or for the use and enjoyment of the entire building.

v. Installations of common services as powers, lights, water sewerage, tanks, pumps, motors, compressors, pipes and duties and other apparatus and installations for the common use.

vi. The open space around the covered area within the premises not meant for exclusive user and enjoyment of any particular person or apartment holders kept open to sky as per provisions of law and as provided in the sanctioned Plan.

vii. All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main building not being exclusively held and enjoyed by any apartment owner.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**WORK SPECIFICATION**

**STRUCTURE** : R.C.C. framed super structure with foundation or as per design requirement using standard quality steel, sand, cement (Ambuja & Ultra-Tech) of I.S.I, standard, stone-chips, mortar-casting in accordance with specified building rules. 8" outer walls and 3" and 5" inside walls shall be made of quality bricks, sands and cement of reputed brands. Outer and inside plaster shall be done with standard quality materials.

**SANITARY AND PLUMBING:** ALL outer soil lines shall be provided of P.V.C. supreme and other equivalent brand. Outer water lines be provided standard either G.I. or with usual standard pipelines, fittings, inside pipelines shall be concealed, well planned and equipped with S.W. outer lines to be provided and installed for underground. Water will be carried from the

underground water reservoir to the overhead water through a pump as per the specification of the Architect.

**FLOORING**: Victrified Tiles from branded company with skirting 6" high, (kitchen and Toilets will marble flooring) . Toilet Dado: The dado of Toilet shall be glazed tiles upto door height (6'-00"/6'-6").

**DOORS**: Main Door Godrej Lock, Eye View, Bell Point, 4' x 2'-1/2' Flush door 4" x 2-1/2" frame for bed rooms, drawing cum dining rooms, verandah, bath room P.V.C. door will be of fiber glass, bath room and kitchen 1 1/4" thick commercial flush door for all inside doors. Flush doors with Teak ply or decolam for Bathrooms (P.V.C.), Kitchens and main door. Stainless Steel Bolts for all doors and windows, good quality for main door and mortise lock for other doors except kitchen and toilet (baby lock).

**WINDOWS** : Aluminum windows with glass panes and Grill fitting.

**WALL FINISHING** : Cement plastered wall with plaster of parish finish inside plaster with rich mortar and outside plaster with rich cement mortar.

**PAINTINGS**: External walls of the building with boundary walls shall be painted with wheather Coat or similar quality of cement paints, inside walls will be furnished with Plaster of Parish. All doors shall be painted with wood primer. All Gate and window Grill shall be Red Primer and synthetic paints.

**ELECTRICAL** :: All electrical wirings will be concealed were Finolex.

**Bed rooms** : Two lights points, one fan point, one 5 amp 3 pin socket for master bed room; A.C. Point, T.V. Point, Telephone Point.

**Drawing** : Four lights, two fan points, two 5 amp 3 pin cum dining socket, 1 T.V.Point. Fridge Point.

**Dining**: Each Dining one Wash Basin. Balcony or Verandah;

**Kitchen** ; One light point, one exhaust fan point, one 15 amp plug point.

**Toilet** : One light point, one geyser point, one exhaust fan point and one 5 amp plug point

**TOILET** : One commode (European style), one washbasin, one P.V.C. Cistern, three C.P. taps, one shower. From standard company with green marble.

**KITCHEN**: Gas counter 2-1/2' wide will be black stone finish, one steel sink, two C.P. Taps, tiles on dado over cooking platform (up to 3')

**WATER SUPPLY** : Corporation water will be arranged and will be linked from the overhead water reservoir to the individual flats

**POWER SUPPLY**: Individual metering for all flats (cost will be borne by the individual flat owner except owner) One common meter shall be provided for common use of all flat owners and the cost shall be born by the Developer.

**IN WITNESS WHEREOF** the parties have put their respective signature on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the  
Within named parties at Kolkata  
in the presence of:-

1. Asim Sanjay  
78, A.P. Lane.  
KOL - 53

Amitava Adhikari  
(OWNER)

2. Sanjay Kumar Ran  
A/1/1/1 Police Const  
W/1/27

JAI BHARATI ENTERPRISE

DA  
Proprietor

( DEVELOPER)

MEMO OF RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs.2,00,000/- (Rupees two Lacs) only towards the consideration in terms of this Agreement, as per Memo below :-

By Cheque No.302716 dt. 21.06.16 Drawn on

Allahabad Bank, New Alipore Branch..... Rs.2,00,000/-

( Rupees two lacs only).

WITNESSES :-

1. Aslim Banerjee,  
78, N P. Lane,  
KOL-53

Amitava Adhikari

Signature of the OWNER

2. Atanu Boddar,  
Adv.  
Alipore Judge's Court,  
Alipore, KOL-27

Drafted by me,

for A.

Advocate












Alipore Police Court, Kolkata- 27.

WB-613/2001

PHOTO		Thumb	Index	Middle finger	Ring finger	Small finger
	Left hand					
	Right hand					

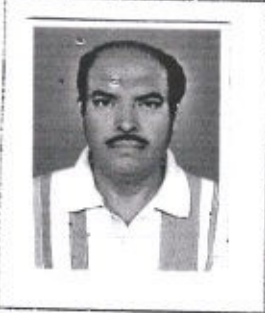










Name.....

Signature.....

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	Left hand					
	Right hand					

Name DINESH KUMAR SINGH

Signature *DK Singh*

		Thumb	Index	Middle finger	Ring finger	Small finger
	Left hand					
	Right hand					

Name.....

Signature *Amitava Adhikary*

PHOTO		Thumb	Index	Middle finger	Ring finger	Small finger
	Left hand					
	Right hand					

Name.....

Signature.....