

7004/18

T-6578/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL
 25/7
 11-15am
 S-1131270
 RNT Boredd
 3K + 5000 safe
 (Annexed)

Certified that the document is admitted
 to registration. The Registrar, Shree and
 undersigned have attached to the
 document in the post of the document.
 Registrar, West Bengal Sub-Registrar
 Calcutta, Dum Dum, 26-Pin (1131270)

E 1138

25 JUL 2018

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 25th day
of July, Two Thousand and Eighteen - (2018)

BETWEEN

BALAJI TRADING
 Neta 2-30 Boreddy,
 Shibmole D
 Partner

com

SRI BALARAM BASAK, PAN - CYLPB4992B, son of Late Debendra Mohan Basak, by faith - Hindu, by Nationality - Indian, by occupation - others, residing at 612, R.N. Tagore Road, P.O. - Bediapara, P.S. - Dum Dum, Kolkata - 700 077, hereinafter referred to and called as the "**OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, authorised representatives, nominees and assigns) of the **FIRST PART**.

AND

BALAJI TRADING, PAN - AANFB6861D, a Partnership firm having its place of business at 1st floor, 484, R.N. Tagore Road, P.O. Bediapara, P.S. - Dum Dum, Kolkata - 700077, the said Firm being represented by it's Partners namely **(1) SRI SHIB NATH DAS, PAN - AHEPD6152H**, son of Sri Sunil Kumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 1st floor, 484, R.N. Tagore Road, P.O. -Bediapara, Police Station - Dum Dum, Kolkata - 700077 and **(2) SRI NABA KUMAR BISWAS, PAN - AECPB8456K**, son of Late Murari Mohan Biswas, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 824, R.N. Tagore Road, P.O. Bediapara, Police Station - Dum Dum, Kolkata - 700077, hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its succession-in-office, heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Amulya Dhan Ghosh and Others were the original owner in respect of a piece and parcel of land measuring about .73 satak be the same a little more or less lying and situated at and under Khatian No. 148 under Sabek and Hal khatian no. 147, Holding No.

BALAJI TRADING
Naba Kumar Das
Shib Nath Das
Partner

43, Sabek and Hal Dag No. 341, within Mouza - Bediapara, J.L. No. 17, R.S. No. 7, Touzi No. 1298/2833, G.D. No. 1, Sub. D. No. 7 under Police Station - Dum Dum, within South Dum Dum Municipality, Ward No. 11, Additional District Sub-Registration Office, at Cossipore Dum Dum, District - North 24 Parganas.

AND WHEREAS while enjoying and possessing the said property, the said Amulya Dhan Ghosh and others for development of the said property, divided the entire plot of land into small different plots by constructing 16 feet wide road between the plots and thereby sold, conveyed and/or transferred ALL THAT piece and parcel of land measuring about 18 satak out of total land 70 satak to one Sri Keshab Sarkar. Thereafter while enjoying the said property, the said Sri Keshab Sarkar sold, conveyed and/or transferred ALL THAT piece and parcel of land measuring about 03 Cottahas be the same a little more or less under Plot No.99 out of the entire property by a Bengali kobala dated 22.06.1964 registered in the office of the then Sub-Registrar, Cossipore Dum Dum and recorded therein as Book No. I, Volume No. 78, pages 78 to 81, being No. 4987 for the year 1964 to one Smt. Sukhsari Basak.

AND WHEREAS after such purchase the said Smt. Sukhsari Basak duly mutate her name with the concerned South Dum Dum Municipality and enjoying and possessing the said property by constructing tile shed structure thereon.

AND WHEREAS while enjoying and possessing the said property, the said Smt. Sukhsari Basak died intestate on 04.08.2001 leaving behind one son Sri Balaram Basak, three daughters namely Smt. Ranu Basak, Smt. Gita Basak and Smt. Manju Basak as her only legal heirs and successors to the estate left by said Smt. Sukhsari Basak. It is pertinent to mention herein that husband of said Smt. Sukhsari

BALAJI TRADING
Nabe In Hand
Shibank Das
Partner

Basak namely Debendra Mohan Basak died earlier since long back. As such said Sri Balaram Basak, Smt. Ranu Basak, Smt. Gita Basak and Smt. Manju Basak jointly became the owner of undivided $1/4^{\text{th}}$ share of the said property.

AND WHEREAS by a deed of gift dated 11.08.2017 registered in the office of the Additional District Sub Registrar, Cossipore Dum Dum and recorded therein as Book No. I, Volume No. 1506-2017, page 200352 to 200377, being No. 150606622 for the year 2017 the said Smt. Ranu Basak and Smt. Gita Basak jointly gifted, conveyed and transferred their joint undivided $1/2$ (half) share of the said property unto and in favour of the Owner herein being their brother as donee therein.

AND WHEREAS said Smt. Manju Basak died intestate on 26.07.2002 leaving behind her husband Ramdulal Basak, one son Madhusudan Basak and one daughter Smt. Gouri Das as her only legal heirs and successors. That said Ramdulal Basak also died intestate leaving one son Madhusudan Basak and one daughter Smt. Gouri Das as his only legal heirs and successors and the said Madhusudan Basak and Smt. Gouri Das thereby owning undivided $1/8^{\text{th}}$ share each over the said property.

AND WHEREAS by a deed of gift dated 07.12.2017, the said Madhusudan Basak gifted, conveyed and transferred his undivided $1/8^{\text{th}}$ share over the said property unto and in favour of the Owner herein which was registered in the office of the Additional District Sub Registrar, Cossipore Dum Dum and recorded therein as Book No. I, Volume No. 1506-2017, page from 317143 to 317162, being No. 150609853 for the year 2017.

BALAJI TRADING
Nata Subramanian
Shebnaath D
Partner

AND WHEREAS by a deed of sale dated 16.03.2018, the said Gouri Das sold, conveyed and transferred her undivided 1/8th share over the said property unto and in favour of the Owner herein which was registered in the office of the Additional District Sub Registrar, Cossipore Dum Dum and recorded therein as Book No. 1, Volume No. 1506-2018, page from 111895 to 111916, being No. 150602426 for the year 2018.

AND WHEREAS by virtue of the events recited hereinbefore, the owner of the First Part herein have thus become entitled to ALL THAT "the said premises and the areas appurtenant thereto", as more fully and particularly mentioned and described in the Schedule hereunder written, butted and bounded in the manner as appearing herein, comprised of, contained in, lying situate at and being known and numbered as Municipal Holding No.612, R.N. Tagore Road, P.O. - Bediapara, P.S. - Dum Dum, Kolkata - 700077 under South Dum Dum Municipality, Ward No. 11.

AND WHEREAS the Owner due to his personal difficulties, lack of expertise, want of men and sufficient finances have expressed his desire of appointing a Developer for the Development of his aforesaid property comprised of and contained in Municipal Holding No.612, R.N. Tagore Road, P.O. - Bediapara, P.S. - Dum Dum, Kolkata - 700077 under South Dum Dum Municipality, Ward No. 11.

AND WHEREAS after coming to know of the intention of the Owner, the Developer approached and requested the Owner herein to allow it to undertake the planned development of the said property/premises after demolition of the existing structures thereon and by constructing a new building thereon comprising of self-contained residential flats/units on Ownership basis according to the sanctioned building plan to be duly sanctioned by the South Dum Dum Municipality from

BALAJI TRADING
Nabe In Bangla
 Shibnath Das
 Partner

it's own financial resources and endeavour for ultimate transfer thereof to the intending Purchaser/s on the terms and conditions and situation agreed herein and contained hereunder and also the Owner has agreed to allow, authorize, empower, entrust and permit the Developer herein to do so on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this Agreement, the parties hereto have agreed for development and for constructing a residential building on the said plot of land and it is hereby agreed to and declared by and between the parties hereto as follows :-

ARTICLE NO. 1 : DEFINITIONS : Unless the context or subject otherwise, requires, words or expression contained in this agreement shall have the following meaning.

OWNER : shall mean the Owner named above including his legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

DEVELOPERS/BUILDERS : shall mean the Developer named above and include its respective successors.

PURCHASER : shall mean and include any intending person, persons individual, company, partnership firm etc. interested in occupying unit or units in the proposed new building at the said premises, together with their legal heirs, executors, administrators, successors, nominees and assigns.

THE SAID PROPERTY/PREMISES : shall mean and include ALL THAT piece and parcel of land measuring more or less 03 (Three) Kottahs be the same a little more or less together with all lights,

BALAJI TRADING
Noble In Business
 Shikhar Das
 Partner

rights, advantages, benefits, privileges, liberties, appendages, easements and appurtenances attached thereto or appurtenant therewith, together with the right of ingress and egress from the Municipal Road comprised of, contained in, lying and situated at lying and situated at Mouza - Bediapara, J.L. No. 17, R.S. No. 7, G.D. No. 1, Sub. Div. No.7, Touzi No. 1298/2833, Sabek and Hal Khatian No. 148 under Khatian No. 147, Sabek and Hal Dag No. 341, P.S. - Dum Dum, under South Dum Dum Municipality, Ward No. 11, being Municipal Holding No. 612, R.N. Tagore Road, P.O. - Bediapara, Kolkata - 700 077, A.D.S.R, Cossipore Dum Dum, District - North 24 Parganas, proportionate Revenue annually payable to the State of West Bengal through the District Collector, North 24 Parganas, morefully described in the **First Schedule** hereunder written.

THE NEW BUILDING : shall mean and include the new proposed residential four storied building consisting of spaces and/or flats, units and other structures to be constructed on the said property according to the building plan to be sanctioned by the South Dum Dum Municipality building Department after demolition of the existing structure standing thereon.

SANCTIONED BUILDING PLAN : shall mean and include the plan for construction of the proposed new multi-storied building and/or other structures as may be sanctioned by the South Dum Dum Municipality and/or other appropriate authority or authorities on the maximum possible floor area ratio available under the building rules and laws of the said authority including all or any amendments thereto and/or modification, elevations, designs, maps, drawing and other specification thereof as may be made from time to time for construction of the proposed multi-storied building.

BALAJI TRADING
Naba K. Biswas
Shibnath
 Partner

COMMON PARTS/Common Facilities : shall mean and include the entrance, corridors, lobbies, landings, stair cases, roof/terrace users right of the building, electric meter room, water pump room, underground and overhead water reservoir, passage and air way, and all open spaces including other common areas, covered spaces etc. whatsoever of the building as may be required for the beneficial use and enjoyment and maintenance of the new building and part thereof of the unit holders at the said building.

FLAT/UNIT : shall mean any self-contained space/unit/ apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.

MEASUREMENT OF FLAT AREAS : shall according to its context mean the plinth area or outer walls of the flats in the building including the balconies and open spaces, if any, adjacent to the said flats and also the thickness of the peripheral walls, internal walls and pillars and also the proportionate share or area in the staircase and lobbies of the building.

THE SALEABLE SPACE : The Saleable space shall mean the space in the building available for independent use and occupation along with proportionate share of common areas defined hereinbefore.

SUPER BUILT UP AREA : shall mean the covered area of the said flat/unit/apartment together with the portion of common area and such proportionate share in the common parts as shall be determined by the Developer in its absolute discretion and to be certified by the Architect.

ROOF : shall mean and include the entire open space of the roof and/or top of the building excluding the space required for the

BALAJI TRADING
Nile Jodhpur
Shib Nalla Das
Partner

installation of the overhead water tank, T.V. antenna, pump room, stair case and other facilities, user right and easement right over the roof by all unit holders.

PROPORTIONATE/ PROPORTIONATE SHARE/ PROPORTIONATELY : shall mean the proportion in which the covered area of the Flat be to the total covered area of the premises, **PROVIDED THAT** where it refers to share of any municipal rates and/or taxes amongst the common expenses, then such share of whole, shall be determined on the basis of which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rents, income or user respectively of the respective flats.

COMMON EXPENSES : All costs of maintenance, operation, replacing, white washing, painting, rebuilding, reconstruction, decorating, re-decorating and lighting the common parts, etc. salaries of all persons employed, insurance premium, electricity bills etc.

ARCHITECT : shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the South Dum Dum Municipality to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said premises.

CO-OWNERS : shall mean all persons who have agreed to own units/ flats/ apartments in the proposed building in the said premises including the Owners for un-acquired units till acquired.

BALAJI TRADING
Shib Nath
 Partner

OWNER'S ALLOCATION/CONSIDERATION : shall mean and include

- a) **ALL THAT** the piece and parcel of a self contained independent flat measuring about **548 sq.ft. super built up area** be the same a little more or less on **First Floor, Front side, Model "D" Type, South-West corner** consisting of two bed rooms, one dining cum kitchen, one toilet and one balcony of the proposed building duly sanctioned by the South Dum Dum Municipal Authority to be constructed over the said plot of land mentioned hereinabove.
- b) **ALL THAT** the piece and parcel of a self contained independent flat measuring about **600 sq.ft. super built up area** be the same a little more or less on **Ground Floor, front side, Model "C" Type, North-East corner**, consisting of two bed rooms, one dining cum kitchen, one toilet and one balcony of the proposed building duly sanctioned by the South Dum Dum Municipal Authority to be constructed over the said plot of land mentioned hereinabove.
- c) Beside the above, a non-refundable sum of **Rs.33,00,000/- (Rupees Thirty Three Lac)** only to be paid by the developer to the owner herein as :-

<u>Sl. No.</u>	<u>Particulars</u>	<u>Amount</u>
1.	At the time of execution of this agreement for development	6,17,000.00
2.	After completion of Third Floor Roof casting of the proposed building	2,00,000.00
3.	Balance amount time to time on or before handing over possession of the said owner's allocation in the newly constructed building,	24,83,000.00

BALAJI TRADING
(Note: In witness)
Shib Nath Das
 Partner

DEVELOPERS' ALLOCATION : shall mean and include ALL THAT the **balance/remaining** piece and parcel of the total constructed area except the Owners' allocation of the proposed building mentioned hereinabove.

INTERPRETATION : Any reference to statute shall include any statutory extension or modification and its enactment of such statute and the rules regulations or orders made therein. Any covenant, by the Developer and/or the Owner not to do or commit any act, deed or thing shall mean and include his/its respective obligations not to permit such act or thing to be done or committed.

ASSOCIATION : shall mean the Association to be promoted by the Developer and/or Owners with the Co-OWNERS for the common purposes.

DATE OF POSSESSION : shall mean the near exact date when possession of the Owners' Allocation shall be delivered to the Owner in the newly constructed building i.e. in short within **24 months** from the date of earth excavation for construction of the newly proposed multi storied building. However additional **06 (Six) months** time will be added for completion of the said project by the Developer after completion of above mentioned time schedule.

SINGULAR : shall mean and include plural and vice versa.

MASCULINE : shall mean and include feminine and vice versa.

ARTICLE II : COMMENCEMENT

This agreement shall be deemed to have commenced on and from and with effect from the date of execution of these presents.

BALAJI TRADING
 Nitin G. Balaji
 Shri N. D. D.
 Partner

ARTICLE III : OWNER'S REPRESENTATIONS ON TITLE

The Owner is seized and possessed of and/or otherwise well and sufficiently entitled to as absolute owner in respect of the said property morefully described in the schedule hereunder written and he has not deposited the title deed in respect of the said property with any person with an intention to create equitable mortgage or as security for performance of any act or payment of any money and he has not entered into any agreement for sale and/or development in respect of the said property with any person or company whosoever and also after execution of this agreement, he shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said property except in the manner as hereinafter expressly provided.

ARTICLE IV : DEVELOPER'S REPRESENTATION :

(a) The Developer having inspected the said property as also the copy of title deed and other documents and papers concerning or relating to the said property has duly satisfied itself with regard to the right, title and interest of the Owner. However, in case of any defect relating to the right, title and interest being found, the Owner shall rectify and/or cause such defects to be rectified to make the title perfect at his own cost i.e. the OWNER'S costs and expenses.

(b) The Developer has sufficient knowledge and experience in the matter of development of immovable properties and construction of new building and also has sufficient means of necessary finance as may be required for carrying out the development of the said property and construction of the said building.

BALAJI TRADING
Neha S. G. Desai
Shib n. Desai
Partner

(c) The Developer shall carry out the development in respect of the said property and/or construction of the said building by causing demolition of the existing structure on the said land and the Developer shall take all the materials and debris of the said existing structure. The Owner shall not claim and / or demand anything from the materials and debris of the existing structure. The Owner herein shall however, handover the possession of the said property in favour of the Developer simultaneous within 15 days from the date of requisition made by the Developer for the same.

Be it mention hereby that the Owner shall search a newly tenanted portion for his own use and occupation and for the said purpose shifting charges and monthly rent at the rate of Rs.7,000/- Rupees Seven Thousand only to be provided by the Developer till handing over possession of owner's allocation to the owner herein at the newly constructed building.

ARTICLE V : OWNER'S & DEVELOPER'S
JOINT OBLIGATION

- A. That original deeds of this property and other original papers relating to this property shall be handed over to the Developer by the land owner against receipt and the Developer shall return the Original papers to the Landowner after all the allocation at Developer's Allocation have been sold.
- B. That the Owner doth hereby agree that all the building materials should stock within the said land by the Developer and the Developer shall take all steps for protection of the same.
- C. That the Developer shall bear all costs for drawing and sanctioning of plan and payment of fees to the concerned municipality

BALAJI TRADING
M/s. for services
Shubendra Singh
Partner

and shall do everything in getting the said plan sanctioned by the Municipality.

Provided however if it is established that the said building plan can not be sanctioned within aforesaid time due to any unforeseen and unavoidable reasons, then the time shall be extended for a further period as mutually agreed upon by the parties.

D. That on the building plan being sanctioned by the South Dum Dum Municipality the Developer shall forthwith start construction of the said building according to the direction and specification and shall complete the building with fixture and fittings within **24 months** from the date of earth excavation for the proposed newly multi storied building.

E. That the Developer shall be at liberty to enter into agreement with prospective buyers or the several flats, excepting the OWNERS' portion at the proposed building with proportionate undivided share or interest in the land over which the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and owner shall not have any claim whatsoever on the same or any part thereof.

F. If any dispute regarding to the development of the said property arises between the landowner and the developer herein, the same will be dealt with by amicable settlement between the parties. If amicably settlement is not reached then the dispute shall be referred to Arbitrator to be appointed by each side and the findings of the Arbitrators in the proceeding/reference are final and all the parties should obey the same and/or the findings of the Arbitrator are binding upon all the parties hereto. The appointment of such

BALAJI TRADING
Nabe Subramaniam
Silviah Des
Partner

Arbitrator and proceedings of such arbitration shall abide by the provisions of Act, 1996.

G. The Landowner shall execute and register a Deed of General Power of Attorney in favour of the Developer on the date of this agreement to facilitate the formalities of construction, as well as to raise further funds by way of booking the flats, loan from financial institutions etc. in respect of the Developer's Allocation. However, any sorts of repayment of loan entirely are Developer's responsibility.

H. Subject to the Landowners' Allocation in the building is handed over as stated above the Developer shall give possession and shall execute and register the requisite deed of conveyance or conveyances in favour each of the intending Purchasers as per agreement for sale which has been entered earlier or which is to be entered into between the Developer and the intending Purchaser or Purchasers and the land Owner shall be debarred from demand or claiming for any consideration money or value in respect of the land for any thing attached thereto from the Developer and/or from the intending flat Purchasers.

I. The Landowner shall pay all outstanding arrears of Municipal Taxes and other out goings if any in respect of the said land. The Developer shall pay the Municipal and other Government rents and taxes from the date of handing over possession of the said plot of land by the Landowner and the Landowner shall be liable for proportionate taxes and rents to the Government only in respect of his share as mentioned above as Owners' Allocation upon getting possession of his share of allocation of the building.

J. The Developer shall be at liberty to negotiate for and finalise sale/lease/mortgage/transfer on or in any manner of the total area

BALAJI TRADING
Noble Trust Associates
Shibbole Das
Partner

excluding the reserved areas for the Landowner with any prospective buyer or buyers or financier before or in course of construction or after the construction togetherwith undivided proportionate share of land on which the said multistoried building will be constructed and common passage, space and all other common facilities and amenities of such consideration and on such terms and conditions and with such person or persons as the developer shall think fit and proper. It is clearly agreed and declared that consideration money for such transfer as aforesaid including earnest money or initial payments or part payments, full payment thereof shall be received by and belong absolutely to the Developer and the Owner shall not be entitled to any portion thereof.

K. The Developer shall be entitled to put it's sign boards on the said land stating the name of the developer, address and other particulars as may be required from the date of execution of this agreement till maximum of 6 months after completion of the entire project. The Developers have the sole right to advertise in the land in daily news papers, magazines, radio, T.V. or any manner whatsoever in the name of the firm or self for publicity and sale of flats or shops which shall within the Developers allocation.

L. The Landowner shall have no right or power to terminate this agreement within the stipulated period provided the Developer would not violate any of the terms and conditions contained in this agreement.

M. Be it specifically mentioned herein that the legal heirs and successors of the present Owner and his heirs, executors, administrators, legal representatives shall remain bound to abide by all the terms and conditions mentioned in this agreement if the owners expire during this stipulated period.

BALAJI TRADING
Natraj & Co. Private Limited
Shibwala
Partner

N. It is further specifically agreed that a notice addressed to either party by a registered post with A/D. shall be deemed to be a valid notice duly served upon the parties.

ARTICLE VI - FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure.
2. Force Majeure shall mean flood, earthquake, riot, war, storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.
3. Force Majeure shall include local affairs, South Dum Dum Municipal affairs or any other Govt. Office or officers and also West Bengal Municipal Act and/or Government Act if published after execution of this Agreement and in this regard the construction is held up, then the time of this agreement will be extended automatically.

ARTILCE VII - JURISDICTION

Only Courts in the competent jurisdiction in the District of North 24 Parganas and Kolkata shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

BALAJI TRADING
 Naba. S. Banerjee
Sibnarayan Das
 Partner

THE SCHEDULE "A" ABOVE REFERRED TO :

ALL THAT piece and parcel of bastu land measuring more or less **03 (Three) Kottahs** be the same a little more or less together with 500 sq.ft. cement floor R.T. Shed standing thereon with all lights, rights, advantages, benefits, privileges, liberties, appendages, easements and appurtenances attached thereto or appurtenant therewith, together with the right of ingress and egress from the Municipal Road comprised of, contained in and lying and situated at Mouza - Bediapara, J.L. No. 17, R.S. No. 7, G.D. No. 1, Sub. Div. No.7, Touzi No. 1298/2833, Sabek and Hal Khatian No. 148 under Khatian No. 147, Sabek and Hal Dag No. 341, P.S. - Dum Dum, under South Dum Dum Municipality, Ward No. 11, being Municipal Holding No. 612, R.N. Tagore Road, P.O. - Bediapara, Kolkata - 700077, A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas, butted and bounded in the manner as appearing hereunder as follows :-

- ON THE NORTH : Land of Others under Dag No. 341.
- ON THE SOUTH : Partly Others Land under Dag No. 341
and partly 6 feet wide common passage;
- ON THE EAST : Others Land under No. 339;
- ON THE WEST : 16 feet wide Municipal Road.

BALAJI TRADING
Neta J. 2/2/2005
Sibnath Das
Partner

SCHEDULE "B"
BRIEF SPECIFICATIONS

1. The partition wall of the inner side of the said flat will be 3" (three) inches in depth; other major partition wall of inner side will be 5" (five) inches in depth and the outside partition wall of the said flat will be 5" (five) inches in depth.
2. All floors will be finished with marble including the skirting in all areas.
3. All door frame are of sal wood and main door and other doors leat are water proof flush type ply wood made and P.V.C. / sintex toilet door. All windows will be natural and dized alluminium sliding panel with glass fittings. One iron made collapsible gate will be installed at the out side of the main door of the said two flats.
4. All the inside walls and partition walls will be covered by paris including the ceiling with smooth finish.
5. Tiles in bathroom, toilet and privy upto 6' on the walls.
6. Black stone slab on top of the kitchen shelf.
7. Glazed tiles on wall of kitchen, from kitchen slab to 2' (two) feet.
8. One Basin in between kitchen and dining room.
9. All electric wiring will be concealed in the said flat.
10. The electrical points will be installed as follows :-

i)	Bed Room	: 5 (five) points each
ii)	Dining & Kitchen	: 5 (five) points
iii)	Toilet	: 2 (two) points
iv)	Calling Bell	: 1 (one)
v)	Stair Case	: 1 (one) common
11. The water connection in the said flat will be as follows :-

i)	Kitchen	: 2 (two) taps
ii)	Toilet	: 2 (two) tap and 1 (one) shower.
iii)	Basin	: 1 (one) tap

BALAJI TRADING
Naba Subramanyam
Shri Lakshmi D
Partner

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

SIGNED SEALED AND DELIVERED

in the presence of :

WITNESSES

1. *Pratima Pratinidhi*
62/47, H. P. Duttal Lane
Kd-700033

2. *Sanjay Ghosh*
of 36 Patra Lane
Ninth Kd-44

Balaran Basak

(Signature of the Owner)

SIGNED SEALED AND ACCEPTED

in the presence of :

WITNESSES :

1. *Pratima Pratinidhi*
62/47, H. P. Duttal Lane
Kd-700033

2. *Sanjay Ghosh*

BALAJI TRADING
Naba Prasad

Partner

BALAJI TRADING
Shibnath Das

Partner

(Signature of the Developer)

Drafted by :

Sanjay Chakrabarti

Sanjay Chakrabarti

Advocate,

High Court, Calcutta.

NB - 216/97.

BALAJI TRADING
Naba Prasad
Shibnath Das

Partner

MEMO OF CONSIDERATION

RECEIVED from the within named DEVELOPER the within mentioned sum of Rs.6,17,000/- (Rupees Six Lac Seventeen Thousand) only as per memo below:-

MEMO

Date	Bank / Branch	Cheque No.	Amount (Rs.)
11.08.2017	(1) Expenses incurred for registration of Gift deed being No. 150606622 for the year 2017;		
07.12.2017	(2) Expenses incurred for registration of Gift deed being No. 150609853 for the year 2017;		
16.03.2018	(3) Expenses incurred for registration of Sale deed being No. 150602426 for the year 2018.	In total	5,17,000.00
25.07.2018	Axis Bank, Sinthi Branch	007910	1,00,000.00
		Total	6,17,000.00

(Rupees Six Lac Seventeen Thousand only).

WITNESSES:

1. Parthiv Bhatia
62/47, H.P. Dutta Lane
101-70033

2. Sanjay Ghosh

Balaram Basak
SIGNATURE OF THE OWNER

BALAJI TRADING
Neta Ji Chowdhary
Shibnath Das
Partner

Balaram Basak

Registration under section 60 and Rule 69.
d in Book - I
number 1506-2018, Page from 290022 to 290054
No 150606578 for the year 2018.



Digitally signed by SUMAN BASU
Date: 2018.07.26 11:42:07 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 26/07/2018 11:41:50
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)