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DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this 142 day of 1 mon on Two thousand Seventeen.

BETWEEN

13 HAR 2017

BL NO.111201 DATE	A. KALA
NAME	Advocate
ADD	High Court Calcutta
AMT 5000 (Fixe	Thousand only

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*OLEATA REGISTRATION OFFICE



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TIMAR TOTT

SRI TAPAS BISWAS (PAN-ACWPB7304E) son of Late Subodh Chandra Biswas, by faith Hindu, by Nationality Indian, by Occupation—Service, residing at 33/71, Nabin Chandra Das Road, P.O. Noapara, P.S Baranagar, Kolkata—700090, District North 24 Parganas, hereinafter called the OWNER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representative and assigns) of the ONE PART.

AND

CHARIOT REALTY & INFRA LLP(PAN-AAIFC7760P) having its office at 9, Mata Manmohini Nagar, Bonhooghly, Kolkata—700 108, District North 24 Parganas, represented by SRI ASHIM KUMAR DEY (PAN-AECPD6632B) son of Late Anil Chandra Dey, by faith—Hindu, by occupation—Business, residing at 9, Mata Manmohini Nagar, Bonhooghly, P.O. Noapara, P.S. Baranagar Kolkata—700108, District North 24 Parganas, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context by deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS the owner herein seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land measuring 2 Cottahs 8 Chittacks be the same a little more or less together with building standing thereon lying and situated at Mouza-Noapara, P.S-Baranagar under Baranagar Municipality at holding no. 180, Premises No. 33/71, Nabin Chandra Das Road, Kolkata—700090, under Additional District Sub Registry Office at Cossipore Dum Dum, in the District North 24 Parganas, more fully and particularly described in the schedule hereunder written and hereinafter called the said property.

AND WHEREAS one Late Subodh Chandra Biswas by a registered deed of conveyance registered at the sub-registry office at Cossipore, Dum Dum recorded in book no. I, volume no.23, page no. 134 to 137, being no. 914 for the Year 1964 purchased a Bastu plat measuring 2 Cottahs 8 Chittacks of land with very old two storied brick build structure at Mouza- Noapara, P.S. Baranagar, Touzi No. 173, Khatian no. 113, Dag no. 122 & 124 and plot No. 33/71 from Suburban Estates Privet Limited.

AND WHEREAS said Subodh Chandra Biswas by a registered deed of gift dated 23.04.2008 registered at the office of the A.D.S.R. Cossipore Dum Dum recorded in book No. I, Volume No.87, page no. 323 to 330, being No. 3408 for the Year 2008 gifted and

transferred of the said 2 Cottahs 8 Chittacks of land at 33/71, Nabin Chandra Das Road, Kolkata—700090 together with two storied habitable residential structure standing thereon in favour of his son Sri Tapas Biswas.

AND WHEREAS Sri Tapas Biswas become the absolute owner of the said 2 Cottahs 8 Chittacks of land together with two storied residential almost dilapidated structure standing thereon at Mouza- Noapara, P.S- Baranagar, Touzi no. 173, Khatian no. 113, Dag no. 122 & 124 at 33/71, Nabin Chandra Das Road, Kolkata—700090.

AND WHEREAS the owner is desirous to construct a multi storied building (G+3) with lift facility over his landed property but due to lack of time, knowledge, experience and paucity of fund he could not do the same, on the other hand the Developer herein have knowledge, experience regarding construction of multi storied building and he is engaged with such development business and knowing the intention of the owner herein the developer approached the owner to engage his as developer to construct a multi storied (G+3) building with lift facility over the landed property of the owner at the cost and expense of the developer and as such the owner agreed to the proposal of the Developer herein to construct a multi storied (G+3) building with LIFT facility after demolishing the exiting habitable two storied structure standing on the landed property of thee owner. As a consideration of the said property the Owner shall get entire Second floor and one covered Garage on ground floor at the left side of building measuring covered area of 144 sq. ft more or less and a stirr of Rs. 23,00,000/-(Rupees Twenty Three Lacs) only (hereinafter called the Owners allocations).

The Developer has paid before execution of this agreement a sum of Rs. 50,000/-(Rupees Fifty Thousand) Only to the Owner and the Developer shall pay to owner Rs.6,00,000/-(Rupees Six Lacs) only within the July 2017 and balance amount will be paid by equal three instalment i.e. Rs.5,50,000/-(Rupees Five Lacs Fifty Thousand) only. The first instalment will be paid to owner on October 2017. The second instalment will be paid to owner on January 2018 and the last instalment will be paid to owner on the April 2018. There will be no alteration or modification of payment schedule mentioned above. The developer and owner jointly agree the payment schedule.

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

Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

- 1.1 OWNER shall mean the above Owner/Landlord and his heirs, executors, administrators, legal representative and assigns.
- 1.2 DEVELOPER shall mean the above named Developer or any company formed by the above named Developer respective offices and license as would be required for such company and its successors in office.
- 1.3 THE PROPERTY shall mean the above mentioned premises hereunder written in the schedule property at Mouza-Noapara, P.S-Baranagar, Touzi no. 173, Khatian no. 113, Dag No. 122 & 124 at 33/71, Nabin Chandra Das Road, Kolkata—700090, under Baranagar Municipality, in the District North 24 Parganas more fully and particularly described in the schedule hereunder written.
- 1.4 THE BUILDING shall mean the G+3 multi storied building with lift facility to be constructed on the said property to be sanctioned by the authority of Baranagar Municipality at the cost of the Developer.
- 1.5 THE UNIT shall mean the partly or wholly constructed flat/apartment room in the building (which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be).
- 1.6 PROPORTIONATE OR PROPORTIONATE PORTION or proportionately shall mean the property between the built up area of the unit and the total construct portion within the said property which is the undivided share in the land comprised in the premises held by the Owner/landlord.
- 1.7 THE COMMON PORTION shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.
- 1.8 THE ARCHITECT shall mean such Architect or Architects appointed by the Developer, Architect for the building or such other Architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developer.
- 1.9 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and space required thereof, after deducting the landlord portions.

1.10. OWNER ALLOCATION As a consideration of the said property the Owner shall get entire Second floor and one covered Garage on ground floor at the left side of building measuring covered area of 144 sq. ft more or less and a sum of Rs.23,00,000/-(Rupees Twenty Three Lacs) only (hereinafter called the Owners allocations).

- DEVELOPER'S SHARE shall mean rest of the constructed area i.e. all the constructed area except Owner's allocation with reference to the consideration clause of this Agreement and the Developer is entitled to appropriate the sale proceeds in respect of Developer's allocation.
- TRANSFERER with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi storied building (G+3) with lift facility to purchaser thereof by execution and registered Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the favour of the purchaser on receipt of consideration.
 - TRANSFEREE shall mean the person or person firm, limited company or association to whom any space in the building has been transferred.
 - The word importing singular shall include plural and vice versa. 1.13
 - Sanctioned plane shall mean and include the new building plan to be sanctioned by 1.14 the competent authority and the copy of the sanctioned building plan shall be provided to the owner herein. .

ARTICLE - II COMMENCEMENT

This Agreement shall be deemed to have commenced on and from the date of _2.1 execution of these presents.

ARTICLE - III OWNER'S RIGHT AND REPRESENTATIONS

- That excepting the Owner nobody else have may right, title and interest claim or 3.1 demand whatsoever or howsoever into or upon the said property.
- 3.2 The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- 3.3 The landed property is free from all encumbrances, charges lines, lispendences, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the urban land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the Owner.

That the total area of the land comprise in the said property 2 Cottahs 8 Chittacks be

- 3.6 Only copy of all relevant documents will be provided to the Developer by the owner, if original required in any office or by the authority concern in that event as per the prior intimation / information by the developer the owner will remain present with required original copy/ copies before the concerned authority to show the original. This is pertinent to mention here that for any urgent need certified copy/ copies to be provided to the developer for smooth running of construction job, no
 - 3.7 That the Owner further undertake to execute the registered Development power of Attorney in favour of the second party Developer and the land Owner will give Developer/Second party all the powers required for the purpose of making such construction at his own risk and costs and negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for their portion.

original will be handover by owner to the developer in any case whatsoever.

ARTICLE - IV DEVELOPER'S RIGHT

the same a little more or less.

3.5

- 4.1 THAT on the power and by virtue of this agreement the Developer / Second party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Baranagar Municipality.
- For better enjoyment and to exploit maximum space as per the suggestion of the engineer the developer is empowered to modify and alter the plan and submit the revised plan to the concerned authority for further sanction after exhausting all the process and after paying all the reliable fees by the developer to the authority and for such owner will have no liability if any further story sanctioned by the authority in that event supplementary agreement will be executed by and between the owner and the developer to determine their respective share over the further story.
- 4.3 The Developer / Second party shall be entitled to appoint its own labour masons contractor building engineer architect as necessary arising out of the new construction but in doing so all expense with regard to such appointed persons shall be borne by

the Second party / Developer and all the risk and liability together with all responsibility shall remain with Developer / Second party and he will liable or responsible for any debts payment misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective purchaser.

4.4 The Developer / Second party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its Developer allocations as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser together with all advance thereof but at all material times the Owner shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second party/ Developer shall remain charges only with the Developer and the Owner allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the owner allocation for any misappropriation for any money by the Second party/Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owner allocation .

ARTICLE - V: TIME

5.1 .The Developer will complete the said building and handover the owner's allocation within 18(eighteen) months from the date of sanction of building plan, it is needless to mention here that without seeing the vacant land the authority concern will not sanction the building plan, more so far unavoidable circumstances another 6 (six) months could be extended on mutual understanding. If the developer fails to hand over the habitable owner's allocation within stipulated (18 months from the date of sanction of building plan) period then Rs. 500/- per diem will be charged for such delay till handing over the possession of owners allocation to the owner

ARTICLE- VI: DEVELOPER"S RIGHT AND REPRESENTATIONS:-

6.1 The developer hereby undertake the responsibility to get the plan sanctioned from the Baranagar Municipality and start construction of the building and to complete the whole complex within 18(eighteen) months from the date of sanctioned plan in accordance with the sanctioned plan and within this time the Developer shall give complete possession of the owner allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.

- 6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority / authorities concerned.
- 6.3 To bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE VII: OWNERS ALOCATION: -

As a consideration of the said property the Owner shall get entire Second floor and one covered Garage on ground floor at the left side of building measuring covered area of 144 sq. ft more or less and a sum of Rs.23,00,000/-(Rupees Twenty Three Lacs) only (hereinafter called the Owners allocations).

ARTICLE VIII: DEVELOPER'S ALLOCATION: -

In consideration of the above the Developer shall be entitled to the remaining balance spaces leaving apart from the Owners allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of used of common facilities and amenities and the Developer shall be entitled to enter into Agreement for sale and transfer in his own name or in the name of the nominee and to receive and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such Agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner and this Agreement itself shall be treated as consent of the Owner.

ARTICLE IX: PROCURE: -

9.1 The Owner shall grant to the Developer Registered Development Power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of plan, C.C certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into Agreement for sale and receive consideration from the intending purchaser and make registered Deed and documents whatsoever required of his portion.

NOTWITHSTANDING grant of power of attorney by the Owner in favour of 9.2 Developer and delivery of possession of the said property no action of the Developer this power of attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owner.

ARTICLE X: CONSTRUCTION: -

The Developer shall be solely and exclusively responsible for construction of the said building.

ARTICLE XI: BUILDING: -

- The Developer shall at its own costs construct erect and complete in all respects of the said multi storied building (G+3) with lift facility and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.
- The Developer shall install and erect the said building at its own costs as per the specification and also the drawing providing by the Architect, Pump, Overhead Water 11.2 Reservoir, Septic tank, Lift installation, Electrification, Permanent electric connection the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi stored building in the locality in ownership basis.
- The Developer shall bear the enter costs of construction including architects fees and fees for building plan to be sanctioned from Baranagar Municipality without creating any financial or other liabilities on the Owner regarding the construction.

ARTICLE XII: COMMON FACILITIES: -

- The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of handing over possession of by the owner to the Developer herein till handover the possession within the stipulated period in favour of the Owner.
- After the completion of the total construction the Developer and the Owner 12.2 including their respective assignees will bear the costs of common facilities and maintenance charges like cost of if any Durwan, Pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

ARTICLES XIII: PROCEEDING *

13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocation suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLES XIV: DEVELOPER INDEMNITY

- 14.1 The Developer hereby undertake to keep the owner indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.
- 14.2 The Developer hereby undertake to keep the owner indemnified against all acts, suits costs, proceedings and claims that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE XV: OWNER'S OBLIGATIONS

THE owner doth hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with.

The owner doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocation/portion in the building at the said premises in favour of the intending buyers of flats/ garages in the said building. The Owner further gives undertaking for and on behalf of agents, servants, representatives for similar act at their own liability and responsibility.

The owner doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the developer on and from the date of execution of this agreement.

The owner declare that he will have every right to terminate this agreement in any point of time if the developer fails to comply with any terms and conditions agreed herewith the owner.

The owner doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or neither requisition nor any notice of acquisition or injunction has been served upon the Owner.

The owner further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.

That the Owner herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises/land or any portion thereof at any time during the subsistence of this agreement.

That the Owner and/or their solicitors or advocate shall answer the requisition on title required by the developer or by any of the intending purchaser's of the developers allocation as and when the same would be required.

The developer shall pay the required security deposit payable to the Baranagar Municipality for sanctioning of the building plan in the name of the owner. The developer shall take the refund of the same after the building is completed and the owner shall be liable to sign all documents, paper forms etc. For getting the security deposit refunded.

Developer's obligations

- 1. The Developer after being satisfied with thee right, title, interest of the owner over the landed property will be entered into the development agreement.
- 2.Development agreement and development power of attorney must be registered by developer.
- 3. The developer will provide the copy of the sanctioned plan to the owner herein.
- 4. The developer hereby, declare that no. shop room will be sanctioned in the sanctioned plan for this particular project and no garage space or room will be converted into shop in the revised plan (if any) in future.
- 5. The developer will be solely responsible and liable to provide with completion certificate (C.C) after completion of building and without any delay and also after exhausting all the process and paying requisite fees for the same.
- 6. The developer herein also declare that after being satisfied with all the papers and documents of the properly entered in to the development agreement with the owner herein and taking all the responsibilities and liabilities towards construction of the multi storied building. If manage and settled by the developer herein, the owner will have no responsibilities and liabilities to settle the dispute / litigation except cooperating with the developer herein.

ARTICLES XVI: MISCELLANEOUS

- 15.1 The Owner and the Developer have enter into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner or as a joint venture between the parties hereto constitutes as an association of persons.
- 15.2 The Owner hereby undertake to do all such act, deeds, matters and things which may be reasonable required to do done in the matter and the Owner shall execute any additional power of Attorney and/or authorisation in favour of the Developer for the purpose and the owner also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of owner and/or against the spirit of this agreement.
 - 15.3 The Developer and owner /occupier shall frame a scheme for the management and administration of the said building and/or common parts thereof. The owners agreed to abide by the rules and regulation of such management Society, association, holding organisation.
 - 15.4 The name of the building shall be "SHIVALAYA"
 - occupier o the newly constructed building commonly known as "Shivalaya" will bear their respective proportionate hare towards maintenance, tax, rents etc. which will be accumulated and collected by the owner's Association and collected by the Owner's Association to be formed.
 - 15.6 There is no existence of any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- 15.7. All arrear Municipal taxes and/or any other taxes and/or other taxes before to execution of this agreement will be paid by the owner and if anything is paid by the developer that will be recovered from the owner in cash and receipt of the said payment by the Developer should be handed over to the owner herein.
 - 15.8 The developer shall demolish the existing structure at his own costs and expenses and shall appropriate the salvages and building materials.
 - 15.9 The Developer shall arrange a two bedroom accommodation or Rs.12,000.00 (Rupees Twelve Thousand) as monthly rent only as shifting for the owner during construction period.

15.10 At the time of signing of this Development agreement and execution of registered power of attorney in favour of the developer the owner will hand over all the copies documents related to the said property like copy of parcha, Khajna, update payment of Municipal tax receipt and same will be returned to the owner at the time of giving possession to the owner's allocation. The developer shall issue valid receipt to the owner at the time of receiving all the photocopy documents from the owner. But when it required the land owner should produce the original documents.

15.11 ARTICLE XVII: FORCE MAJEURE

- 16.1 The developer shall not be considered to be liable to any obligations hereunder to that the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligations during the force majeure.
- 16.2 Force Majeure shall mean flood, earthquake, riot, war, tempest civil commotion, strike, injunction, and/or any other acts or commission beyond reasonable control of the developer.

ARTICLE XVIII: PAYMENT

The Developer on the execution of this agreement has paid a sum of Rs. 50,000/-(Rupees Fifty Thousand) Only to the Owner and the Developer shall pay to owner. Rs.6,00,000/-(Rupees Six Lacs) only on July 2017 and balance amount will be paid by equal three instalment i.e. Rs.5,50,000/-(Rupees Five Lacs Fifty Thousand) only. The first instalment will be paid to owner on October 2017. The second instalment will be paid to owner on January 2018 and the last instalment will be paid to owner on April 2018. There will be no alteration or modification of payment schedule mentioned above. The developer and owner jointly agree the payment schedule

ARBITRATION

If there arises any dispute and differences between parties regarding any meaning, clause and condition and others matters, the same will be referred to Arbitration. The decision of the arbitration will be binding on the party.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 2 Cottahs 8 Chittacks more or less together with two storied bricks Structure building measuring about 1400 sq. ft. more or less lying and situated at Mouza - Noapara, P.S. Baranagar, Mouza- Noapara, Touzi no. 173, Khatian no. 113, Dag no. 122 & 124, within the local limits of Baranagar Municipality being

Municipal Premises No. 33/71, Nabin Chandra Das Road, Kolkata—700090, Ward No. 16, in the District 24 Pargapas (North), together with all easement right all right appertaining thereto butted and bounded in the manner following: -

ON THE NORTH

16' ft wide Municipal Road.

ON THE SOUTH

12' ft wide Municipal Road and House of Sri

Hari Pada Achrya.

ON THE EAST

12' wide Municipal Road.

ON THE WEST

House of Smt. Jharna Kanjilal.

SPECIFICATION OF THE CONSTRUCTION WORK

STRUCTURE

: Building designed with R.C.C. framed structure of

foundation.

2. BRICK WORKS: All the brick works are with conventional bricks as 5" or

3"(inside) and outside wall 8" or 5" thick wherever necessary.

3. FLOORING

: All floors will be floor vitrified tiles Marble work .

KITCHEN

: Granite flooring cooking platform with a steel sink and

glazed tiles upto 4'-5" above cooking platform taps etc.

Complete with exhaust fan hole.

Floor vitrified tiles with wall dado of glazed tiles upto 8'-0"

with standard fittings and concealed plumbing system with 1/2"

PVC door.

: All doors will be flash doors. All frames will be good quality

wood.

WINDOW

All windows are aluminium sliding with M.S. grill with glass

fittings.

: All wiring will be concealed with good quality.

- a) Bed Rooms: One tube light point, two light points, one fan point, one 5 amp plug point 2 A.C. point on switchboard.
- b) Living/dining: Two Light points, Two Fan points, and two 5 amp plug point on switch board and one 13 amp plug point for refrigerator.
- c) Kitchen: Two light point, one exhaust point, and one 15 amp point.
- d) Toilets: Two light point, one geyser point in common toilet 1 exhaust.
- e) Balcony: Two light point one fan point .

9. WATER SUPPLY: Deep tube well and overhead water tank and good quality P.V.C. pipe line water with pump and motor.

10. WALL PAINTING: Interior wall finished with wall putty and outside wall (Mat)finished with weather coat colour.

11. EXTRA WORK: Any extra work other than our standard specification shall be charged extra as decided by our authorised engineer and such amount shall have to be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brickwork. Thereafter no request shall be entertained.

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

SIGNED, SEALED AND DELIVERED

In the presence of WITNESSES

SIGNATURE OF OWNER

SIGNATURE OF DEVELOPER

MEMO OF CONSIDERATION

RECEIVED from the within named Developer within mentioned sum of Rs.50,000/-(Rupees fifty thousand) only through cheque No. "000233" of Andhra Bank, Baranagar

WITNESSES:

Tapas Biswas SIGNATURE OF OWNER