

- ON THE NORTH** : 10 feet wide passage;
ON THE SOUTH : 12 feet wide passage;
ON THE EAST : Plot No. II;
ON THE WEST : Land of Sushil Kr. Samadder, Plot No. II & III

:SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT the new proposed building/s consisting of several self contained residential flats / car parking space to be constructed upto maximum permissible height as per sanctioned plan to be obtained from the Kolkata Municipal Corporation by the Developer for construction of a new proposed building on and upon the **SCHEDULE -"A"** referred land.

SCHEDULE "C" ABOVE REFERRED TO
(OWNERS' ALLOCATION)

The Owners of the First Part herein shall get total 8 flats, as per the details below:

- (A) The owner No. 1, Sri Ramendra Mohan Sen shall get 2BHK one flat No 1F, measuring 780 square feet built up area more or less at the **North-East** side on the **first floor** of the building ;
- (B) The owner No. 2, Smt. Sudha Rani Dutta shall get 2BHK one flat No. 2E, measuring 780 square feet built up area more or less at the **North-West** side on the **second floor** of the building ;
- (C) The owner No. 3, Smt. Kanan Prava Sen, Tapas Sen and Smt. Gouri Banerjee, Smt. Uma Pal jointly shall get 2BHK one flat No. 2A, measuring 820 square feet built up area more or less at the **southern side** on the **second floor** of the building ;

(D) The owner No. 4, Smt. Pranati Sen and Subarna Sen jointly shall get one 2BHK flat No. 2B, measuring 780 square feet built up area more or less at the **southern side** on the **second floor** of the building and another 2BHK flat No. GC, measuring 780 square feet built up area more or less on the **Ground floor** of the building ;

(E) The owner No. 5, Sri Bablu Bhowmik, Gautam Bhowmick and Smt. Tandra Dey jointly shall get 2BHK one flat No. 1B, measuring 780 square feet built up area more or less at the **southern side** on the **first floor** of the building ;

(F) The owner No. 6, N.S. Medcon Private Limited shall get 2BHK one flat No. 2F measuring 780 square feet built up area more or less at the **North East side** on the **second floor** of the building ;

(G) The owner No. 7, Sri Aniruddha Manna and Nivedita Roy jointly shall get 2BHK one flat No. 1E, measuring 780 square feet built up area at the **North East side** on the **first floor** side of the building ;

And 7(seven) covered car parking spaces measuring 120 square feet more or less each in the ground floor of the premises and the Developer shall pay a non refundable amount of Rs.4,00,000/- (Rupees four Lakhs) only to the owners at the time of registration of this Development agreement as follows:-

owner No.1, Sri Ramendra Mohan Sen shall get amount of Rs. 75,000/- (Rupees seventy five thousand) only,

owner No.2, Smt. Sudha Rani Dutta shall get amount of Rs. 50,000/- (Rupees fifty thousand) only,

owner No.3(a), Smt. Kanan Prava Sen shall get amount of Rs.1,50,000/-

(Rupees one Lakh fifty thousand) only,

owner No.4(a), Smt. Pranati Sen shall get amount of Rs.75,000/-
(Rupees seventy five thousand) only,

and owner No.7(b), Smt. Nivedita Roy shall get amount of Rs.50,000/-
(Rupees fifty thousand) only.

The Owners' allocation shall be demarcated after execution and registration of deed of partition between the owners.

SCHEDULE "D" ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The Developer of the other Part herein shall get the remaining portion in the newly constructed building, **except the owners' allocations** of the proposed new building as herein above mentioned, together with undivided proportionate share of land of the Schedule "A" property along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises.

SCHEDULE "E" ABOVE REFERRED TO:
(COMMON PARTS AND PORTIONS OF THE BUILDING)

1. Entrance and Exit, egress and ingress.
2. Boundary Wall and main gate.
3. Drainage and sewerage lines and other installations of the same.
4. Electric Wirings and other fittings.
5. Water Supply system, roof, septic tank, Lift and accessories

fittings and fixture.

6. Water pump, water reservoir together with all common plumbing installations for carriage of water.
7. Such other common parts, common area, equipments, installations, fittings, fixtures and spaces in and around the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.
8. All costs of maintenance operating replacing repairing whitewashing painting decorating redecorating rebuilding reconstruction lighting the common portion and the common areas of the proposed building including outer walls.

SCHEDULE "F" ABOVE REFERRED TO

(COMMON EXPENSES)

1. All cost of maintenance, operating, repairing, colour washing, Plinth, decorating, re-building, re-construction, redecorating, repair of main structure, lighting, the common portions and common areas of the building, including the outer walls.
2. All charges and deposits for suppliers for common utilities to the Co-owners in common.
3. Municipal Corporation taxes, multistoried building tax, water taxes if any and other levied in respect of the land and building save those separately assessed of the purchaser's unit.
4. Insurance premium for the building.

5. Cost of formation and operation of the association of the flats Owners.
6. The office expenses incurred for maintaining an office for common purposes
7. All litigations expenses for the common purposes and relating to the common use and enjoyment of the common portions.

SCHEDULE "G" ABOVE REFERRED TO:-

(SPECIFICATION)

1. **FOUNDATION :**

The Building is designed of R.C.C. Fittings and frames.

2. **WALLS :**

All external walls shall be 200 mm brick with cement plaster. All internal partition walls will be 125 mm to 75 mm thick with both side plasters. All inside wall will be coated with plaster of paris.

3. **FLOORING / DOOR / WINDOW :**

- i) All Bedrooms, Kitchen, Living/ Dining Room will be finished with marble/ tiles.
- ii) Toilet floor will be of Marble Finish.
- iii) White colour glazed tiles will be provided in all bathroom toilets up to 5'-6" height.
- iv) Tiles will be provided at Cooking shelf with 2 ft 6 inches dado upon the Cooking shelf.

4. **DOORS/ WINDOWS:**

- i) Wooden Frame with Flush Door.
- ii) Aluminium sliding Windows with M.S. Grill.

5. **ELECTRIFICATION:**

Concealed copper wiring will be provided in the Flat, 15 Amps points will be provided in toilet and kitchen. Exhaust fan point will be provided in kitchen. One AC point in one Bed room of the flat.

6. **SANITARY & PLUMBING :**

- i) Concealed water pipeline.
- ii) Hindware Ordinary fitting i.e. Commode, Basin, A-1 type pan will be provided.
- iii) Steel Sink in Kitchen.
- iv) Low height PVC white cistern will be provided.
- v) Reputed Brand C.P Fitting in Toilets & Bathroom.

7. **WATER :**

Permanent K.M.C. Water supply.

8. Owners or intending purchaser/s would spend for meter deposit, service charge and/or any expenses towards CESC Ltd. Out of specifications the construction cost will be borne by the owners or intending purchaser/s. All fittings of the building to be provided by the developer's choice.

IN WITNESS WHEREOF the PARTIES to this Agreement for Development on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by the PARTIES at Kolkata in the presence of:

Ramendra Mohan Sen
Sudhara Rani Dutta
Kaman Prava Sen

WITNESSES:

1. Subrata Das.
Son of Santya Banjan Das.
1A, H.K.H. Nagar
Ho-chi-minh - Banani
KOL - 61

Dipal Sen

Gowri Banerjee
Uma Pal.

G 276 (55)
Suban Sen

2. Dipak Kr. Datta.
S/o Lt. Dilip Kr. Datta
26/20, Ramkali Mukherjee Lane,
KOL-700050

Bablu Bhattacharya

Gautam Bhattacharya
Tandra Dey

3.

Sachitaban Kumar
72/b Model Apartment Road,
Mannanagar Apartment,
KOL-700008.

Prisultha Shamu..
Nivedita Roy

N S MEDCON PVT. LTD.

Director.

Signature of the **OWNERS**

For **AZURE CONSTRUCTION PVT. LTD.**

Mehul Kotecha

Director

Signature of the **DEVELOPER**

Readover & explained by &
Drafted & typed by:

Anup Kr. Syamal
(Anup Kumar Syamal)
Advocate, 10/12/2000.

Alipore Judges' Court,
Kolkata : 700027

MEMO OF CONSIDERATION

RECEIVED of and from the within named DEVELOPER the within mentioned sum of Rs.400,000/- (Rupees four lakhs) only, as per Memo below :-

1. By account payee cheque No. 043673 : Rs.75,000/-
Dated 06.08.2017 drawn on IDBI,
Bhowanipur Branch,Kolkata-25 in the
name of owner No.1
2. By account payee cheque No. 043674 : Rs.50,000/-
Dated 06.08.2017 drawn on IDBI,
Bhowanipur Branch,Kolkata-25 in the
name of owner No.2
3. By account payee cheque No. 043678 : Rs.1,50,000/-
Dated 06.08.2017 drawn on IDBI,
Bhowanipur Branch,Kolkata-25 in the
name of owner No.3(a)
4. By account payee cheque No. 043676 : Rs.75,000/-
Dated 06.08.2017 drawn on IDBI,
Bhowanipur Branch,Kolkata-25 in the
name of owner No.4(a)
5. By account payee cheque No. 043677 : Rs.50,000/-
Dated 06.08.2017 drawn on IDBI,
Bhowanipur Branch,Kolkata-25 in the
name of owner No.7(b)

Total : Rs.4,00,000/-

(Rupees four lakhs) only.

WITNESSES:

1. Subrata Das.
son of Satya Ranjan Das
1/A, H.K.K Nagar
Horchimung Sarani
Kul-61
2. Dipak Kr. Datta.
S/o Lt. Dilip Kr. Datta.
26/20, Ram Kali Mukherjee
Lane, Kol-700050

Ramendra Mohan Sen.
Sudha Parri Datta

Kamon Prava Sen
G 7 TG C 5 7 7

Nivedita Roy

LANDOWNERS