

2245/11

215H/16



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

120905

C 082805

1/16/16
2/1/16
R-25

certified that the documents admitted to registration. The signature sheet and the endorsement sheets attached with the this document are the part of this document

Addl District Sub Registrar
Barreackpore. 24 Pgs (N)

09 MAY 2016

DEVELOPMENT AGREEMENT
Or
CONSTRUCTION AGREEMENT

THIS DEVELOPMENT OR CONSTRUCTION AGREEMENT is made on this
9th day of May in the year 2016 (two thousand sixteen) of the Christian era .

BETWEEN

contd.p/2

(2)

SMT GOPA ROY (PAN- BLOPR2902J), Wife of Sri Pabitra Kumar Roy, Daughter of Late Pabitra Kumar Sinha by occupation House-wife, by nationality Indian, by faith Hindu, residing at holding no.103(56/c) "A" Road, Anandapuri, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Dist-24parganas Kolkata 700122 hereinafter called the LAND OWNER (Which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART.

A N D

"M/S SARK CONSTRUCTION," a Proprietorship firm having its principal office at 1(1) Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122 represented its proprietor, SRI ANIRUDDHA RAY, (PAN -ADJPR7493N) Son of Sri Prolay Kumar Ray, residing at 1(1) Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122, by occupation business, by nationality Indian by faith Hinduism, hereinafter referred to as the DEVELOPER (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors, legal representatives and assigns) OF THE OTHER PART.

WHEREAS Predecessor-title -in interest one Kali Goala was the owner of land measuring more or less 33 (thirtythree) decimal lying on C.S. Dag no. 1183 and 1184, under C.S. Khatian no. 992, Mouza chanak, J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality, District North 24 Parganas and he sold and transferred land area more or less 10 (ten) cottahs out of aforesaid land area which is lying on aforesaid schedule of property to Smt Milan Bala Ghosh, wife of Sri Balaram Ghosh by a registered deed of Sale being no. 1827, dated 12/02/1956, which was registered at Sub-Registry office at Barrackpore, in the year 1956.

contd.p/3

AND WHEREAS after received aforesaid schedule of property from her vendor said Smt Milan Bala Ghosh sold and transferred land measuring more or less 3 (three) cottahs out of land measuring more or less 10 (ten) cottahs , that said land lying on aforesaid schedule of property to Smt Nanda Rani Kundu , wife of Sri Santosh Kumar Kundu by a registered deed of Sale being no. 7269, written in book no. 1 , volume no. 76, page no. 292 to 294 which was registered at Sub-Registry office at Barrackpore , in the year 1956 and thereafter said Smt Nanda Rani Kundu recorded her name in respect of aforesaid schedule of property under Khatian no. 992 , R.S. Dag no. 7687 and seized and possessed of the said property without any interference from others .

AND WHEREAS said Smt Nanda Rani Kundu sold transferred land area measuring more or less 3 (three) cottahs lying on Mouza chanak, Khatian no. 992, R.S. Dag no. 7687 J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas to Sri Prabitra Kumar Singha and Sri Pradip Kumar Singha , both are sons of Late Purna Chandra Singha by a registered deed of Sale being no. 352, written in book no. 1 , volume no. 13, page no. 63 to 66 which was registered at Sub-Registry office at Barrackpore , in the year 1966 .

AND WHEREAS one Sri Tapash Charan Ghosh purchased land measuring more or less 8 (eight) Bigha , lying on C.S. Khatian no. 711 , under C.S. Dag no. 909, 1188 and 224 , Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas from his vendor Sri Gopal Chandra Ghosh , vide a Registered Deed of Sale being no. 663, written in book no. 1 , which was registered at Sub-Registry office at Barrackpore , dated 07/06/1941 and thereafter said Sri Tapash Ranjan Ghosh sold and transferred land area more or less 3 (three) cottahs lying on C.S. Dag no. 1188 , corresponding R.S. Dag no. 7651 , under C.S. Khatian no. 711 , Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas to Sri Prabitra Kumar Singha and Sri Pradip Kumar Singha , both are sons of Late Purna Chandra Singha by a registered deed of Sale being

(4)
no. 3194, written in book no. 1 , volume no. 44, page no. 238 to 241 which was registered at Sub-Registry office at Barrackpore , dated 08/08/1958 .

AND WHEREAS said Sri Prabitra Kumar Sinha and Sri Pradip Kumar Singha purchased another land area measuring more or less 3 (three) cottahs , under Khatian no. 992 , C.S. Dag no. 1187 corresponding R.s. Dag no. 7687, Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas from their vendor Smt Milan Bala Ghosh , wife of Sri Balaram Ghosh , vide a deed of sale 5871, dated 27/06/1956 , written in book no. 1 , volume no. 67, page no. 63 p66 which was registered at Sub-Registry office at Barrackpore and have indefeasible right title and interest over their property and have every right to transfer their property to third party .

AND WHEREAS said Sri Prabitra Kumar Sinha Sri Pradip Kumar Singha were the owners of land area measuring more or less 9 (nine) cottahs, but actual measurement is approximately 8 (eight) cottahs ¹⁵ 3 (three) chatak ²⁸ 40 (forty) sft under Khatian no. 711 and 992 , C.S. Dag no. 1187 , 1188 corresponding R.s. Dag no. 7687, 7651, Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas by the aforesaid three deeds and they mutated their name in the record of Barrackpore Municipality and have constructed a brick build building along with some portion of asbestos shade building thereon after sanctioned building plan .

AND WHEREAS to avoid further dispute and difference said Sri Prabitra Kumar Sinha , Sri Pradip Kumar Singha partitioned their aforesaid schedule property by a Deed of Partition being no. 5594, dated 16/09/1991, written in book no. 1, which was registered at Sub-Registry office at Barrackpore , in the year 1991 as per said Deed of Partition the first part marked "KHA " Sri Pradip Kumar Singha was the owner of land measuring more or less 4 (four) cottahs 3 (three) chataks 28 (twentyeight) sft along with a one storied residential building and second part marked "GHA" Sri Prabitra Kumar Singha was the owner of land area more or less 4 (four) cottahs 12 (twelve) sft along with a residential building thereon .

CHATAK

contd.p/5

AND WHEREAS now Sri Pabitra Kumar Sinha was the owner of land measuring more or less 4 (four) cottahs 12 (twelve) sft along with a one storied residential building lying on under Khatian no. 711 and 992 , C.S. Dag no.1187, 1188 corresponding R.s. Dag no. 7687, 7685], Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas thereafter said Sri Pabitra Kumar Singha mutated his names in respect of his property in the record of local of Barrackpore Municipality , being Holding no. 103(56/c) "A" Road ,Anandapuri , P.O. Nonachandanpukur, P.S. Titagarh, District North 24 Parganas and paying tax thereto and seized and possessed of the said property without any interference from others and have indefeasible right , title and interest over their property and have every right to transfer their property to third party .

AND WHEREAS said Pabitra Kumar Sinha died intestate on 25/03/2013 and his wife Smt Shanta Sinha died intestate on 20/02/2004 , they leaving behind their only surviving legal heir and successor of their only daughter Smt Gopa Roy , wife of Sri pabitra Kumar Roy (the land owner herein) who inherited the property left by her deceased father Pabitra Kumar Sinha , said Smt Gopa Roy the legal heirs of Late Pabitra Kumar Sinha mutated her name in the assessment record of Barrackpore Municipality in respect of her declassified father's property being Holding no.103(56/c)"A" Road ,Anandapuri, P.O.Nonachandanpukur, Barrackpore, P.S. titagarh, District North 24 Parganas .and seized and possessed of the said property without any interference from others and have indefeasible right , title and interest over their property and have every right to transfer their property to third party .

AND WHEREAS said land owner is desirous of developing the said premises by constructing a Multi-storied building (Ground +three storied) in accordance with the building plan to be sanctioned by the local Barrackpore Municipality .

AND WHEREAS upon the aforesaid representation of the Land Owner and subject to verification of the title of the Owner concerning the said premises the developer has agreed

contd.p/6

to develop the said premises in accordance with the sanctioned Building plan on the terms and conditions hereinafter appearing .

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

- a) That the Land owner hereby grant exclusive right to Develop to undertake construction in accordance with the plan or plans to be sanctioned by the local Barrackpore Municipality on below "First" schedule property.
- b) That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the competent authorities shall be prepared by the Developer on behalf of the Land owner at the Developer's own costs and expenses .
- c) That the Land Owner shall make over the vacant possession of the said premises to the Developer within 10(ten) days from the date of sanction building plan on said property herein by a written letter , confirming his acceptance regarding the handover .
- d) That immediately upon obtaining possession of the said premises from the Land Owner, the Developer shall be entitled to start the preliminary work necessary for the construction of the multi storied building over the first scheduled land written hereunder .
- e) That upon demolition of the existing building the Land owner shall not be entitled to the building materials and debris which shall be the property of the Developer and for obtaining vacant possession of the said premises from the Land owner , the Developer shall be liable to pay Rs. 5,000.00 (rupees five thousand) only per month as monthly rent for one alternative residential accommodation to the land owner herein, till completion of the development project and delivery of the possession of the land owners' allocation to the land owner .

f) The owner shall execute a Registered Development power of Attorney in favour of the Developer authorizing him to represent the owner before the Barrackpore Municipality , or any other authority or authorities including registration office for registration the developer's allocation to the intending purchaser or purchasers and to sign any application , scheme , map , drawing or any other writing in this behalf and to appear before the authority or authorities and to do all acts authorized by the said power of authority which shall remain operative till the construction of the building .

f) i) That the Developer shall be at liberty to enter into an agreement with prospective buyers of the several flats /office spaces/ garages /shops excepting the Owner's portion at the proposed building with proportionate undivided share or interest in the land of 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 . The Developer shall have the authority or be entitled to deliver khas possession to the said prospective purchasers from the Developer allocation .

ii) The Developer shall be entitled to give possession and shall execute and register the requisite deed of conveyance or conveyances in favour each of the intending purchaser / purchasers as per agreement for sale which is to be entered in between the Developer and the intending purchaser or purchasers and the owner shall be debarred from demand or claiming for any consideration money or value in respect of the land or any thing attached thereto from the Developer and /or from the intending purchaser/ purchasers .

g.) The Land Owner and the Developer shall be exclusively entitled to their respective share of the allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the Land Owner shall not in any way interfere with or disturb the quiet and peace full possession of the Developer's allocation .the developer will give a possession letter to the land lord at the of possession.

h) In consideration of the Developer construction and /or developing the said premises and after making over to the land owner, her allocation as stated in the second schedule of this Agreement , the Developer shall have the absolute and exclusive right to hold, own , use , occupy, enjoy, sell, transfer , deal with and dispose of its allocation of the premises or any part thereof including the units in the building to be constructed and to realize and appropriate the sale proceeds thereof . For this purpose, the Developer will be at liberty to negotiate with the prospective buyers and to enter into agreements for sale or others single -handily of the said premises or any part thereof including the units in the building , together with two wheeler parking spaces, other constructed areas together with or independent of the land comprised in the said premises , on such terms , conditions and considerations as the Developer may deem fit and proper and the land owner shall not raise any dispute or objection to such acts of the Developer .

i) The landowner will move all moveable property before leaving possession for handover the property to the developer .

j) That the Developer shall at its costs construction and complete the proposed multi-storied building (Ground + three) storied at the said premises in accordance with the sanctioned plan .

k) That the Developer shall install in the said building at its costs , overhead , reservoir , electric wiring and installation and other facilities as are required to be provided as per fifth schedule in the new multi-storied building constructed for land owner and for sale of flats/shops/garages /office spaces etc therein on ownership basis and as mutually agreed .

l) That the Developer shall be authorized in the name of the Land owner insofar as it is necessary to apply for and obtain temporary and permanent connection or drainage , sewerage and /or other facilities if any required for the construction of the building .

m) That the Developer shall its costs and expenses and without creating any financial or other liability on the land owners , construct and complete the said proposed multi-storied building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer PROVIDED if such alteration or modification is caused at the instance of the appropriate authorities then the Land Owner shall not refuse to give her consent thereon .

n) That as from the date of taking over possession, the Municipal rates and taxes and other outgoings including electric bill, in respect of the said premises shall be borne and paid by the Developer and all outstanding dues of Municipal rates and taxes and other outgoings including electric bill up to the date of taking over possession by the Developer shall remain the liability of the Land owner and shall be borne and paid by him. Moreover , after getting possession of her allocation from the Developer , the land Owner will also be bound to pay the Municipal rates and taxes(her share of portion) and proportionately to pay other outgoings , any tax , revenue, service tax , electric bill , with regards thereto .

o) That the Developer be entitled to raise fund from any Bank(s) financial Institution(s) person(s) etc (Developer's allocation) without creating any financial liability on the Land owner or affecting her estate and interest in the said premises .Besides the Developer of this Agreement shall have every right to form a partnership firm with any one or other , if it is necessary for the smooth running of the project in future. The land owner shall not refuse to give her consent thereon PROVIDED the terms and condition of this principal Agreement remain unchanged till completion of the project .

p) That the Land Owner shall deliver or cause to be delivered to the Developer all the Original Title Deeds , Record of Right (Parcha) , existing sanctioned Building Plan , Electric

Bill, Tax receipt and other necessary original papers relating to the said premises simultaneously with the execution of this presents .

a) That the land owner shall do, execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the land owner ,

r) The Land Owner shall remain bound to put her signature for the purpose of Tri-Party Agreement for Sale , registration of several Sale Deeds in favour of the intending / prospective purchaser(s) /buyer(s) of flats/shops/garages/office spaces and other units concerning the Developer's Allocation and in all such Sale Deeds the Developer shall join as confirming party PROVIDED HOWEVER that the Land Owner as Vendor in all such Sale Deeds /Conveyances , shall not claim and /or be entitled to receive any amount being the proportionate land value for which they will obtain constructed area from the Developer as per the Second Schedule hereunder written as Land Owner allocation equivalent to the land value and accordingly proportionate land value as shall be indicated in all such Sale Deeds/conveyances shall be deemed to have been acknowledged having received by the Land Owner .The entire transitions relating to such Sale Deeds /Conveyances as previously mentioned have been agreed to be done at any time as desired by the Developer.

s) The Land Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them or as a Joint Venture in any manner nor shall the parties hereto constitute an Association of Persons .

IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER AND THE DEVELOPER AS FOLLOWS :-

1) That as soon as the building is completed the Developer shall give written notice to the Land Owner after completion of the construction work of the new building with all

facilities, amenities(as mentioned in the fifth schedule) to take possession of her allocation in the building .After 15(fifteen) days from the date of service of such notice and at all times thereafter , the Land Owner shall be exclusively responsible for the payment of all Municipal and Property taxes, rates , service tax , duties and other public outgoings and impositions whatsoever , payable in respect of her allocation .

2) That as and from the date of service of notice of possession , the Land Owner shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to the Land owners' allocation. Such charged are to include proportionate share of premium for the insurance of the building , water ,fire and scavenging charges and taxes light, sanitation repair and renewal ,charges for management of the common facilities renovation, replacement and maintenance charges and expenses for the building and of all common wiring ,pipes, electrical and mechanical equipments, one set pump & motor and other electrical and mechanical installation appliances and equipments, stairways, corridors, halls ,passageways, parkways and other facilities etc .If any additional insurances premium costs and expenses by way of /and maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the Land Owner's allocation or any part thereof , the Land Owner shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer .

3) That the Land Owner shall not do any act, deed or thing whereby the Developer shall be prevented from the construction and completion of the said multi-stored building as per sanctioned plan provided the Developer abides by the rules, regulations ,clauses and /or by -clauses of this Agreement .

THE LAND OWNER HEREBY AGREE AND COVENANT WITH THE DEVELOPER AS FOLLOWS

1) Not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer .

- 2) Not to do any act, or thing whereby the Developer might be prevented from entering into any agreement for sale or transfer ,selling ,assigning and/or disposing of any of the Developer's allocated portion in the Building at the said premises .
- 3) Not to enter into an agreement for sale or any type of transfer ,let out ,grant ,lease, mortgage, and /or charge the said premises or any portion thereof .
- 4) To remain bound to execute all Agreement for Sale , Deed of Conveyance and /or transfer concerning Developer's allocation and shall remain bound to execute a General Power of Attorney empowering the Developer's Agent(s) /nominee(s) to execute all such agreements for sale or transfer for and or behalf of the Land Owner, concerning Developer's allocation of the Building at the said premises .

THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LAND OWNER AS FOLLOWS :-

- 1) To handover the possession of Land Owners' Allocation as per second schedule of this Agreement within 2 (two) years 6 (six) month and another 6 (six) month if necessary from the date of sanctioning of the building plan of the said proposed Multi-storied building or the Land Owner handing over the vacant possession of his afore said property to the Developer, whichever is later .
- 2) It is further stated that if the Developer fails to submit the Building Plan of the Multi-storied building duly signed by the Land owner and /or unable to start the construction work of the said multi-storied building and/or handover the possession of the Lands owner allocation to them within the time specified herein due to war, civil commotion, act of God or if the non-delivery of possession is because of any notice ,order /Rule or Notification of the Government ,Judicial Department , Municipality and /or other public body or due to any act on the part of the Land owner or Land Owner agents, servants, representatives or any

person claiming any right under the Land Owner , then the Developer shall not incur any liabilities in relation with the same . Besides, the Developer could also stop the payment of monthly rent to the Land Owner mentioned earlier In any other case rent will continue according to the terms .

3) It is specifically stated that if nothing occurs during the continuance of the project and still the Developer fails to handover the possession of the Land Owner allocation to her within the stipulated time specified herein ,then the Developer's will be liable to continue the monthly rent to the said Land Owner till handing over the possession of her allocation . In addition a compensation of five percent of estimated value of land lord allotted portion to be paid to the Land Owner by the Developer.

4) That at present in the premises the land owner will hand over her electric meter to the Developer for his use and after completion of the building the Developer will handover the same to the Land owner .

LIQUIDATED DAMAGES AND PENALTY :-

1) The Parties hereto shall not be considered liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure conditions i.e flood , earthquake , riot , war , storm , tempest, Civil Commotion, strike and /or any other act or commission beyond the control of the parties hereto .

2) In the event of the Land Owner committing breach of any of the terms or herein contained or delaying in delivery of possession the said premises or suppressed any facts regarding family disputes and /or previously made Agreement to develop his said property (if any) as hereinbefore stated, the Developer shall be entitled to payment of and the Land Owner shall be liable to pay such losses and compensations as shall be determined by the Arbitrators so appointed provided however if such delay continue for a period of 1 (one) month then in that event in addition to any other right , which the Developer may have against the Land Owner, the Developer shall be entitled to suit the Land Owner for specific

performance of this Agreement/ Contract or to rescind this agreement and claim refund of all the money paid and /or incurred by the Developer and such losses and damages which the Developer may suffer .

In the event the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the Land Owner or Land Owner's agents, servants, representatives or any person claiming any right under the Land Owner , then and in that case the Developer shall have the right to claim refund of all sums paid by the Developer to the Land Owner along with interest at the prevailing Bank rate per annum and shall also be entitled to claim damages and losses which the Developer may suffer but the Developer right to sue for specific performance of this contract /Agreement shall remain unaffected .

ARBITRATION :-

In case of any dispute between the parties hereto with regard to the Development of the said premises or with regard to the interpretation of any clause of this Agreement or in the event of any other dispute of any nature whatsoever or howsoever arising out of or in connection with this agreement and /or the development of the premises the party raising the dispute shall serve a notice on the other party by Registered Post A/D at the address herein before mentioned, giving details of the dispute raised within 15 (fifteen) days of the receipt of the said notice , the parties shall try and settle the dispute amicably in a joint meeting .In the event the dispute is not /cannot resolved at such meeting or such extended time as may be agreed upon in writing either party may then refer the dispute to arbitration under the provisions of the Arbitration & Conciliation Act 1996 (The Act) or any amendment thereof .The said dispute shall be adjudicated by reference to the Arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an umpire at the commencement of the reference .

JURISDICTION

All Courts having competent jurisdiction over the said premises and the Kolkata High Court shall have the Jurisdiction to entertain and determine all disputes , action , suits and proceedings arising out of these presents between the parties hereto .

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE TOTAL PROEPRTY)

ALL THAT land area measuring more or less 4 (four) cottahs 12 ^{CHATAK} (twelve) sft , along with 350 (three hundred fifty) sq.ft tile shade room lying on Mouza Chanak, J.L. no. 4, Touzi no. 2998, Re.su no.39, R.S. Khalian no. 992 (nine hundred ninetytwo) , 711 (seven hundred eleven) , R.S. Dag no. 7687 (seven thousand six hundred eightyseven) and 7651 (seven thousand six hundred fifty one) , within the jurisdiction of Barrackpore Municipality , Holding no. 103(56/c) "A" Road ,Anahdapuri, ward no. 10, P.S. Titagarh, District North 24 Parganas . That said property butted and bounded by

ON THE NORTH :- H/o Smt Aloka Singha.
ON THE SOUTH :- H/o Sri Ghanashyam chowdhury .
ON THE EAST :- H/o Sri Hiranmoy Chatterjee.
ON THE WEST :- 12" wide "A" Road bye lane road..

THE SECOND SCHEDULE ABOVE REFERRED TO
(LAND OWNER'S ALLOCATLION)

Shall mean one residential flat on south-east side at second floor measuring more or less covered area 800 (eight hundred) sq.ft and another residential flat on south-west side at second floor measuring more or less covered area 800 (eight hundred)sq.ft. Those flats are consisting two bed rooms , one dining cum drawing , two toilets , one kitchen and two balcony together with undivided proportionate share of land and common areas lying and situated at above first schedule property .

AND

contd.p/16

Shall mean two open Car parking on Ground floor respectively , together with undivided proportionate share of land and common areas lying and situated at above first schedule property .

Shall mean consideration value of Rupees 31,00,000.00 (Thirty one lac) only in following installment :

- a) At the time of signing agreement the developer will pay Rs. 3,00,000.00 (Rupees three lac) only .
- b) After casting roof of the second floor the developer will pay Rs. 8,00,000.00 (Rupees eight lac) only
- c) After brick work of the top floor the developer will pay Rs. 8,00,000.00 (Rupees eight lac) only .
- d) After casting flooring work of the owner's allocation the developer will pay Rs. 8,00,000.00 (Rupees eight lac) only .
- e) At the time of possession of said land owner the developer will pay remaning amount of Rs. 4,00,000.00 (Rupees four lac) only .

:- after completion of the Construction work as per specifications more fully and particularly mentioned and described in the fourth schedule , having undivided impartibly proportionate share or interest in the land underneath the said building and /or common areas and facilities of the multistoried building to be constructed on the land more fully stated in the first schedule in accordance with the sanctioned building plan .

(Specification of work)

The Flat will be considered complete after:

- a) SALIENT FEATURE :- R.C.C foundation and framed structure .
- b) FLOOR :- Cast with white vitrified floor tiles.
- c) WALLS :- 8" inch thick brick wall and inside and Common Walls 5" inch and 3" inch and Plaster of Parish Over cement plaster .
- c) WINDOWS :Anodized aluminum box channel sliding window with M.S.Grill painted finish with proper glass fittings.
- e) DOORS : Main Doors will be flash type and framed will be sal Wood.(4"x 2 ½) and doors shall be flash type readymade palla, and a collapsible gate at main door.

ELECTRIC WIRING : Conceal wiring in each room all flats terminated to light fan and power point complete with distribution boards,sub distribution board switch board with switches and sockets as stated below:-

- a) BED ROOM: Light point 2 no, fan point 1 no, plug point 1 no(5amp) and T V point 1 no. 1 A.C. point (chargeable)
- b) LIVING/DINING; Light point 2 no,fan point 2 no,plug point 2 no,freeze point 1 no and TV point 1 no.
- c) KITCHEN: Light point 1 no,plug point 2 nos and exhaust fan point 1 no.
- d) TOILET: Light point 1 no and exhaust fan point 1 no,1 no. geyser point (chargeable)
- e) MAIN DOOR: One calling bell point,one light point at the entrance.
- f) :BALCONY: One light point.

Contd.p/18

g) WATER SUPPLY : A deep tube well (for all flat owners) and an Overhead tank for the purpose of water supply will be arranged by the developer, but the maintenance shall be paid by the all flat owners.

h) KITCHEN: 1 ½ ft-5'ft Black stone slab with 2'height Glaze tiles on adjacent wall 2 nos bib-cock will be provided along with conceal water connection line.

i) TOILET: Standard quality white Marble with 5' feet height glaze tiles with concealed water line connection with fittings and two bib-cock,one white colour O.T.Pan will provide,P.V.C cistern and one shower,P.V.C door and Frame will be provided.

PAINTING :- External surface with cement base paint or equivalent doors and windows with two coats of synthetic paint Over a coat of primer .

EXTRA WORKS :- Any extra work other than the standard schedule shall be charged extra as decided by the developer or his Engineer and such amounts shall be deposited before the Execution of such work

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATLION)

The Developers allocation shall mean ALL THAT constructed area of the proposed Multi-storied building containing residential flats, commercial shops, office spaces garages and other spaces , save and except the Land Owners' allocation as more fully stated in the second Schedule hereinbefore , having undivided undemarcated impartibly proportionate share or interest in the Land underneath the said building and other spaces attached thereto

and available with building and /or common areas and facilities of the Multi-storied building situated and standing on the Land more fully stated in the First schedule with absolute liberty to deal with and /or dispose and /or transfer of the said allocation /area /portion according to the Developer's sole discretion for all times to come thereafter .

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

The Developer will complete the electrification work at his own cost of each flat upto individual main switch of the meter room only , for individual and common electrical facilities along with connection charges including installation materials from W.B.S.EB. upto main meter room , infrastructure development cost ,security ,money, transformer installation charges (if any) and other quotation charges are to be paid extra by all flat owners and land owners in proportion.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

1. Staircase on the floors & Overhead room .
2. Staircase landing on all floors.
3. Drains and sewers .
4. Open spaces, passages from the building to the main road ,foundation, outer walls and all types of outer pipes and other common electrical plumbing & sanitary installation .
5. Overhead reservoir .
6. Underground septic tank
- 8 Water supply ; pump operated Deep Tube well will be utilized for water supply and overhead reservoir will be provided on ultimate roof .

9. One or two lift to be set up before handover the flat
10. Proportionate undivided undemarcated share or interest in the common two wheeler parking space reserved at the Ground floor .

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

All costs of lighting & maintenance of common areas and also the outer walls of the building ,Proportionate share of electrical charges for pump operation and maintenance of lift, salary of care Taker, Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc will be paid by the flat owners. All charges and security money to be deposited for the common facilities to the nominated representative by each flat owner after taking over possession from developer .Municipal taxes and other outgoing save and except those are separately assessed on the respective flat. Cost and charges of establishment for maintenance of the building.

IN WITNESS WHEREOF the party , hereto has set and subscribed their respective hands on the day , month and year first written with sound health and mind in presence of the witnesses stated below .

WITNESSES

1) Pabitra Kumar Ray
H-25 Anandapur
Po. Nep Barrackpore
Dist. 24 Parg (N)

Gopa Ray
SIGNATURE OF LAND OWNER

2) Sadhan Kumar Ghose
44, Anandapur Middle Road
PO. Nona Chandanpur
Barrackpore, Dist-24 Parg (N)
Kolkata - 700122

Priddha Ray
SIGNATURE OF DEVELOPER

MEMO OF CONSIDERATION

I, SMT GOPA ROY, received Rs. 3,00,000.00 (rupees three lac) only at the time of signing the agreement by cheque no. 096264 on dt 09/05/16 on Axis Bank Barrackpore Branch.

WITNESSES

1) Paribhā Kuman Ray
H-25 Anandapuri
P.O. NER Barrackpore
Dist-24 Prgs (N)

Gopa Ray
SIGNATURE OF LAND OWNER

2) Sadhan Kumar Ghosh
44, Anandapuri middle road
P.O. Nohachandrapukur
Barrackpore, Dist-24 Prgs (N)
Kolkata 700122

Drafted and prepared on the basis of
The information furnished by the parties

Sabyasachi Ghosh

(SABYASACHI GHOSH)
Advocate, High Court Kolkata
Reg no : F/915/651/98.

Computer type by

Ashmit

B.K.P. Computer Centre, Kol 123

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1505-2016, Page from 58741 to 58772

being No 150502157 for the year 2016.



Digitally signed by PANCHALI MUNSHI
Date: 2016.05.13 10:36:13 +05:30
Reason: Digital Signing of Deed.

Panchali Munshi

(Panchali Munshi) 13/05/2016 10:36:13
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)