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

District Sub-Register-III
Alipore, South 24-parganas

1 4 MAR 2018

## **DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this the 14/hday of MARCH Two Thousand and Eighteen (2018) BETWEEN (1) SMT. MINATI DAS (PAN NO: BVEPD9149P), wife of Late Madan Mohan Das, (2) SRI SATYAJIT DAS (PAN NO: AGQPD7362N), (3) SRI BISWAJIT DAS (PAN NO: AIBPD8907A), (4) SRI PROSENJIT DAS (PAN NO: APIPD6273K) all sons of Late Madan Mohan Das, (5) SMT. KALPANA DAS (PAN: BVEPD9151P), daughter of Late Madan Mohan Das, (6) SMT. RITA DAS (PAN NO: BVEPD9150N) wife of Pannalal Das and all are jointly residing at 12, K.P. Roy Lane, Kolkata-700 031, P.O. Dhakuria, P.S. Kasba now Garfa (7) SMT. SWAPNA DUTTA (PAN

7600

Olive Enterprise. 133A, Dash Behavi Avenue KOY-29.

Alipur Coffectorate, 24 Pgs. (3) SUBHANKAR DAS STAMP VENDOR Alipar Police Court, Koi-27



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District Sub-Registre-II Alipore, South 24 Perganes

1 4 MAR 2018

NO: AFMPD8290E) wife of Swapan Dutta, residing at 86, K.P. Roy Lane, Kolkata-700 078, P.O. Haltu P.S. Kasba now Garfa (8) SRI BISWANATH DAS (PAN NO: BMXPD9858B) (9) SRI JAGANNATH DAS ( PAN NO: BKRPD9352C) (10) SRI MADHAB CHANDRA DAS (PAN NO: BTIPD1326G) all sons of Late Purna Chandra Das, residing at 32H/5, Mahendra Roy Lane, Kolkata-700 046, P.O. Gobinda Khatik P.S. Topsia (11) SMT. JOYA DEY (PAN NO : BSCPD1025M) wife of Abinash Ch. Dey, residing at Vivekananda Road, Baguipara, Sonarpur, Kolkata-700149, 24 Pgns (S) P.O. Rajpur, P.S. Sonarpur, (12) SMT. APARNA DAS (PAN NO : CFWPD9027D) wife of Late Joydeb Das, (13) SRI CHANDAN DAS (PAN NO: CFNPD9986E) son of Late Joydeb Das, (14) SMT. ROMA DAS (PAN NO: BJCPD0864R) wife of Late Debasish Das, (15) MISS DEBANWITA DAS (PAN NO: CFNPD9692B) represented by her mother Smt. Roma Das as Natural Guardian, all jointly residing at 32H/5, Mahendra Roy Lane, Kolkata-700 046, P.O. Gobinda Khatik, P.S. Topsia (16) SMT. KAJAL MONDAL (PAN NO: CTNPM1757L) wife of Sri. Naba Kumar Mondal residing at Tarulia 2nd Lane, NewTown, Kolkata-700 102, P.O. Krishnapur, P.S. New Town hereinafter jointly and collectively called and referred to as the "OWNERS" (which term or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives and assigns), the party of the FIRST PART.

#### AND

OLIVE ENTERPRISE (PAN NO: AADFO6096P) a Partnership firm, having its registered office at 133A, Rash Behari Avenue, Kolkata - 700 029, P.O. Rashbehari P.S. Gariahat represented by its Partners (a) WEBSTAR INDUSTRIES PRIVATE LIMITED (PAN NO.AAACW5044M) represented by

its Director, Mr. Iftekhar Rehman Sheikh (PAN NO: AZXPS1440C), son of Sheikh Abidar Rahman, a company limited by shares registered under the Companies Act, 1956 having its registered Office at 133A, Rash Behari Avenue, P.O. – Rash Behari Avenue, P.S.- Gariahat, Kolkata - 700 029, (b) NASIM UL ALAM SHEIKH (PAN NO: AWEPS6678J) son of Late Atiar Rahman, residing at 162, Sarat Ghosh Garden Road, Kolkata – 700031, P.O.- Dhakuria, P.S.- Garfa previously Kasba and (c) FAHIM ALAM CHOWDHURY (PAN NO: ACJPC1583D) son of Late Sk. Shamsul, residing at 6, Gorachand Road, Kolkata- 700014, P.O.- Entally, PS.- Beniapukur, hereinafter called and referred to as the "DEVELOPER" (which term or expression unless excluded by or repugnant to the context shall mean and include their successors, legal representatives and assigns in office) the party of the SECOND PART.

WHEREAS one Radha Nath Das and Haripada Das alias Hari Charan Das both sons of late Dinanath Das were the joint owners of all that piece and parcel of land with hereditaments and structures measuring by estimation 83 decimal more or less in mouja Dhakuria, Pargana Khaspur Police Station the then Tollygunj, District South 24 Parganas. The said premises was only recorded R.S Khatian No. 363/2 R.S dag No. 1410 in Mouja Dhakuria Parganas khaspur Touji No. 230 and 233 J.L no. 5 Revenue Survey No. 5 presently being premises No. 16/5 Telipara Lane within ward No.92 of Kolkata Municipal Corporation Police Station Garfa, Kolkata -700031 morefully described in the schedule 'A' below and also referred to as said property.

AND WHEREAS being thus seized and possessed of the premises the Radha Nath Das and Hari Charan Das both since deceased got their said premises along with other properties duly partitioned through the help of an Arbitrator Named Sridhar Chandra Goswami son of late Nimai Charan Goswami of Dhakuria Thana Tollygung District 24 Parganas which had been registered and recorded in Book No. I Volume No. 30 pages from 90 to 93 Being No. 950 for the year 1931 of the Sub-Registration office at Alipore.

<u>AND</u> by virtue of the said partition Radha Nath Das had got and was alloted of land measuring 2 Bighas 9 Cottahs 12 chattak 36 sq.ft more of less of immovable properties with hereditaments and structures as more fully described in the 'kha' schedule of the said registered Award of the year 1931 in his share.

AND being thus seized and possessed of the said allotted premises being no. 16/5 Telipara Lane, Kolkata – 700031 the said Radhanath Das died intestate in the year 1944 leaving and surviving his widow Shova Rani Das and the only son Madan Mohan Das and one daughter Durga Rani Das alias Durga Bala Dasi.

<u>AND</u> as per the then extant law of Hindu inheritance the daughter having excluded from the list of inheritors under Dayabhaga school of Hindu law the said daughter Durga Rani Das alias Durga Bala Dasi did not inherit any share in her paternal properties. Accordingly the said widow Shova Rani Das and the said son Madan Mohan das became the joint owners of the said property each having undivided half share.

AND being thus seized and possessed of the said moiety share in the said premises the said widow Shova Rani Das died intestate on 1974, 3rd

November leaving and surviving her said son Madan Mohan Das and daughter Durga Rani Das alias Durga Bala Dasi. Thus the said daughter Durga Rani Das alias Durga Bala Dasi became joint owners/co sharers the said property, inheriting one fourth (1/4th) share and the rest one fourth (1/4th) share vested in the hand of her son Madan Mohan Das. Thus the share ratio of the said brother Madan Mohan Das and daughter Durga Rani Das alias Durga Bala Dasi became three fourth (3/4th) and one fourth (1/4th) respectively.

AND the said Madan Mohan Das having died intestate on 19.06.1985, his aforesaid (3/4th) interest or share duly devolved upon his widow Smt. Minati Das, three (3) sons namely Satyajit, Prosenjit and Biswajit Das and three (3) daughters namely Kalpana Das, Rita Das and Swapna Dutta (Das) in equal share. Thus each of the said heirs and survivors of Madan Mohan Das has obtained 3/28th (three twenty eighth) undivided share in the said property along with the said other co sharer namely Durga Rani Das having 1/4th share.

AND thus being seized and possessed of the said property the said sister of Madan Mohan Das namely Durga Rani Das alias Durga Bala Dasi died intestate in 27.08.1994 and her share or interest duly devolved upon her four sons namely Joydeb Das, Biswanath Das, Jagannath Das, and Madhab Chandra Das and her only daughter Smt. Jyoti Rani Das each having 1/20<sup>th</sup> (one twentieth) share in the said premises No. 16/5, Telipara Lane, Kolkata.

AND thereafter the said son of Durga Rani Das alias Durga Bala Dasi namely Joydeb Das since deceased died intestate on 14.03.2007 leaving and

surviving his wife Smt. Aparna Das, 2 sons namely Chandan Das and Debasish Das and one daughter namely Kajal Mondal.

<u>AND</u> thus the said premises no. 16/5 Telipara Lane, Kolkata – 700031, continued to be held and possessed by the said heirs of Madan Mohan Das since deceased each having 3/28th undivided share and the heirs of Durga Rani Das alias Durga Bala Dasi each having 1/20th undivided share.

AND WHEREAS the said Madan Mohan Das as it appears got and prepared a fake Deed of partition dated 27.05.1982 with the Bengali heading 'Bibhag Bantannama' whereunder it appears that he had executed the said impugned Deed of Partition by making some persons having no interest in the concerned property at all and made allotments in different proportions. The said Deed on being registered before the district Sub- Registered at Alipore has been duly recorded in Book No. 01, Volume No. 173, Pages: 200-211, Being No. 6817 for the year 1982 and upon presenting the said Fake Deed of partition. The said Madan Mohan Das had got the said property duly mutated in the name of

- (a) Sri Madan Mohan Das
- (b) Smt. Durga Rani Das
- (c) Smt. Tarak Rani Das
- (d) Smt. Minati Rani Das
- (e) Smt. Kalpana Das, and
- (f) Smt. Rita Das

in the office of the Kolkata Municipal Corporation as the recorded owners of the premises no. 16/5, Telipara Lane, Kolkata - 700031 by subdividing under separate Assesse Numbers and Premises Number also. Although at the material point of time as per devolution of interest under Hindu Succession Act, the persons named in the said Deed of Partition dated 27.05.1982 the following persons namely, Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das were not the real shareholders as under the provisions of the succession Act and as such the impugned record in the Kolkata municipal corporation was found to be totally illegal and erroneous. And in order to set the thing in regular order the heirs of Madan Mohan Das namely

- (a) Sri Satyajit Das
- (b) Sri Biswajit Das
- (c) Sri Prosenjit Das
- (d) Smt. Minati Das
- (e) Smt. Kalpana Das
- (f) Smt. Rita Das, and
- (g) Smt. Swapna Dutta

had brought and instituted a regular title suit being No. 66 of 2009 in the court of Ld. 5th Court of Civil Judge (Sr. Div) at Alipore on 1st April' 2009 against

- (i) Sri Biswanath Das
- (ii) Sri Jagannath Das
- (iii) Sri Madhab Chandra Das
- (iv) Smt. Jyoti Rani Das
- (v) Smt. Aparna Das
- (vi) Sri Chandan Das

- (vii) Sri Debashis Das
- (viii) Smt. Kajal Mondal

Praying for declaration about the incorrectness of such partition and consequent recording of names in the office of the Kolkata Municipal Corporation. The said suit on being contested finally ended in a composite decree on 18.04.2012 where under the said heirs of Madan Mohan Das got the declaration that the said alleged Deed of partition dated 27.05.1982 did not create any right title and interest in favor of the said, Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das in the said premises (as per Deed of partition dated 27.05.1982)

AND FURTHER the alleged mutation of names of Sri Madan Mohan Das, Smt. Durga Rani Das, Smt. Tarak Rani Das, Smt. Minati Rani Das, Smt. Kalpana Das, Smt. Rita Das as per said Deed of partition dated 27.05.1982 in the assessment register of the KMC, who did figure as defendant no 9 of the said Title Suit No 66 of 2009, the right title and interest of the said Sri Satyajit Das and others did not get affected in the suit property as the said Deed of Partition and the subsequent mutation was erroneous.

AND WHEREAS the said Debasish Das, died intestate on 01.02.2012 leaving behind him his wife Smt. Roma Das and one minor daughter Miss Debannita Das.

AND WHEREAS under the aforesaid several events, facts & circumstance, presently the said premises no. 16/5, Telipara Lane as more fully described in the schedule written hereunder is owned and possessed free from all

encumbrances by the heirs of the said Madan Mohan Das since deceased and the heirs of said Durga Rani Das alias Durga Bala Dasi since deceased as per share ratio as described herein below.

	OWNER NAME	SHARE IN THE SCHEDULI PROPERTY
1	SMT. MINATI DAS	3/28 <sup>th</sup>
2	SRI SATYAJIT DAS	3/28 <sup>th</sup>
3	SRI BISWAJIT DAS	3/28 <sup>th</sup>
4	SRI PROSENJIT DAS	3/28 <sup>th</sup>
5	SMT. KALPANA DAS	3/28 <sup>th</sup>
6	SMT. RITA DAS	3/28 <sup>th</sup>
7	SMT. SWAPNA DUTTA	3/28 <sup>th</sup>
8	SRI BISWANATH DAS	1/20 <sup>th</sup>
9	SRI JAGANNATH DAS	1/20 <sup>th</sup>
10	SRI MADHAB CHANDRA DAS	1/20 <sup>th</sup>
11	SMT, JOYA DEY	1/20 <sup>th</sup>
12	SMT. APARNA DAS	1/80 <sup>th</sup>
13	SRI CHANDAN DAS	1/80 <sup>th</sup>
14	SMT. KAJAL MONDAL	1/80 <sup>th</sup>
15	SMT. ROMA DAS	1/160 <sup>th</sup>
16	MISS. DEBANNITA DAS	1/160 <sup>th</sup>

AND WHREAS the Owners, after discussion with the Partners of the developer firm being satisfied, agreed to allow and engage them for the development of the schedule land, and had earlier entered into agreement with the partners of the Developer herein for development of the schedule land in two separate agreements dated 09.04.2005 (Owners number 1 to 7) and 04.08.2012 (Owners number 8 to 16). The Partners of the Developer herein, for betterment of the project, thereafter formed a Partnership company in the name of Olive Enterprise, specifically for the development of the schedule land.

AND WHREAS under these changed circumstances the Owners after discussion with the Developer and being satisfied, agreed to allow and engage the Party hereto of the Second Part i.e., the Developer to make such improvement and development of the Schedule 'A' property by raising new construction as per Sanction Plan by investing fund.

AND WHEREAS both the Owners and Developer for avoiding all question, controversy, confusion as well as misunderstanding in future hereby entered into this Agreement in writing and covenants with each other at the following terms and conditions:

- The Owners now engage the Developer for the purpose of construction of multistoried building/buildings at Premises No.16/5, Telipara Lane, Kolkata 700031, P.S. – Kasba now Garfa, Ward no.92 fully described in the Schedule 'A' below.
- The Developer shall bear the Development cost of the schedule property and the construction of Boundary Wall in the said plot and also bear the cost of construction in the said Premises.

- That on completion of the newly constructed building/buildings as per 3. Sanction Plan the Developer will provide and/or give and or will handover 33.33% of the total sanctioned area as completed residential flats and car parking spaces only as consideration against proportionate cost to the Party hereto of the First Part as Owners' share, i.e. the Owners shall get 33.33 % out of the 100% of the total sanctioned area of the proposed building/flats/spaces to be constructed upon the land described in the Schedule 'A' below. It is agreed by the parties to this Agreement that remaining 66.67% of the sanctioned area together with lateral and vertical support of the said newly constructed building and proportionate share of land underneath the proposed newly constructed building shall be of the Developers allocation which the Developer shall be entitled to exploit commercially to sell the said proposed flats/spaces/car parking spaces as the Developer's allocation to the prospective Purchasers. Developer shall handover possession of the Owner's allocation to the respective Owners before execution of Deed of Conveyance of the intending purchasers of the Developer's Allocation.
- The Owners will procure clearance from the competent authority of ULC Act in respect of the said Premises No. 16/5, Telipara Lane, Kolkata - 700031.
- 5. The Developer will obtain sanction of building plan in the name of Owners and Developer will bear all necessary expenses and the Owners will co-operate in the matter of obtaining the sanction plan by giving registered Power of Attorney for the same.

- 6. The Developer will engage contractors, masons, laborers and engineers for the purpose of construction and will bear all charges and expenses of the construction and will use all 1st class building materials (as per availability) for the construction.
- 7. The Owners will not be entitled to interfere or obstruct in the matter of construction of the buildings but the Owners will be entitled to inspect the construction to see only that the Developer is making the construction as per specification of the sanctioned plan by using 1st class materials as available in the market and the Owners shall not be responsible in the matter of construction of building/buildings to the Authority or Authorities or to the Kolkata Municipal Corporation.
- 8. The Owners will handover original copies of all their original deeds, documents and papers relating to the properties to the Developer at the time of execution of this Agreement only subject to receiving of Certified Copy of the same and the Developer shall issue a receipt for the same to the Owners herein.
- 9. The Developer herein shall handover the copies of the proposed building Sanction Plan to the Owners immediately on obtaining the same and shall also handover allotment letter for the Owners share of flat and car parking spaces.
- 10. The Developer herein shall also obtain the Building Completion Certificate from the K.M.C. and shall handover a copy of the same to the Owners at the time of handing over possession of the Owners share.

- 11. The Owners shall have right to enter into agreement for sale with the intending buyers for sale of the Owners share after obtaining sanction plan of the building(s) to be constructed and shall be entitled to take booking money and shall also be entitled to take full consideration money from such buyers and to execute and register Deed of Conveyance after completion of the proposed building in favour of such buyers without any hindrance from the Developer. However, the rate at which the Owners can sell their share of flats, will not be lower than that offered by the Developer to its Purchasers.
- 12. The Developer will deliver vacant possession of the Owners' share of flats to the Owners after completion of the construction of the entire building/buildings at the cost of Developer and the said flats will be made habitable for the residential purpose for the Owners by the Developer within sixty months (48 months) from the date of obtaining the sanctioned plan <u>OR</u> from the date of obtaining permission from the Authorized Officer, West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and the Real Estate Regulatory Authority of India <u>OR</u> from the date of delivery of vacant possession of the said Premises to the Developer for raising construction, whichever is later.
- 13. The Owners will pay all arrears of Municipal Taxes and other relevant outgoing taxes in respect of the schedule property till the handing over the possession of vacant Premises with clear and marketable title to the Developer herein.
- 14. The Owners would need to pay to the Developer, for payment to the

relevant Government Authorities, applicable Goods and Service Tax or any other applicable tax if any on the sale of allocated share of Owner's share of the construction as and when the Owners receive payment.

- 15. Direct statutory costs/charges/taxes due to the imposition of Real Estate Regulatory Authority (RERA) RERA or the West Bengal Housing Industry Regulation Bill 2017 has to be borne by the Owners pertaining to the Owners' allocation.
- 16. The Owners shall not be liable for any Income Tax, wealth tax or any other taxes in respect of the Developer's allocation which shall be the liability of the Developer who shall keep the Owners indemnified against all actions, suits, proceedings costs, charges and expenses in respect thereof.
- 17. The Developer to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission of the Developer in relation to the construction of the said building.
- 18. The Owners hereby give power to the Developer to sell and transfer Flats and Car Parking Spaces with proportionate undivided share of land of the Premises and common areas and facilities i.e., stairs, stairways, lobbies, pumps, electricity, entrance and exit of the building/buildings and roof of the building proportionately to the intending Purchaser on behalf of the Owners in respect to the Developers share only in the newly constructed building. The Developer and/or prospective Buyer or Buyers will incur all expenses of registration and preparation of the Deed of Conveyance.

- The Owners hereby declare that the schedule property is not charged or hypothecated.
- 20. That the Owners or its nominee or nominees or heirs are agreeable to execute and register the Deed of Conveyance / Conveyances in respect of the flat to be constructed in the said Premises in favour of the Developer or its nominee or nominees or in favour of the prospective Buyers of proposed flats on completion of the construction in respect of the Developer's share only. The Owners have agreed that they will not file any partition suit as against the other Co-owners in respect of the Schedule property.
- 21. The Owners shall execute and register a Power of Attorney in favour of Iftekhar Rehman Sheikh, Director of WEBSTAR INDUSTRIES PVT. LTD., a partner of OLIVE ENTERPRISE, empowering him to do such act, deeds and things relating to sanction of building plan, mutation of the Schedule property for construction of the building and to sign all the deeds and documents, to enter into agreement for sale of flats with prospective Purchaser/Purchasers of the proposed building to be constructed in the Schedule property as well as to convey and register the Deed of Conveyance in favour of prospective Purchaser/Purchasers with respect to the Developer's share of allocation only.
- 22. In the event a Society/Association is formed the Owners shall become a member of the said Society and/or Association as the case may be and shall be liable to pay and bear proportionate taxes and maintenance charges, service charges in respect of their flats that may

become due and payable for maintenance of the common areas and facilities.

- 23. The Owners agree to share the cost of installing generator including electrical installation system for the generator of required capacity for common services in the building and restricted services in the flats during power failure/internal fault in the premises.
- That the Owners shall not in any way interfere with the management of construction of the proposed building/buildings.
- 25. If any of the Parties fail to comply any of the terms mentioned above in this Agreement in that event the Party in fault shall be liable to give damages to the other Party for the losses suffered.
- 26. After delivery of possession of the flat to the Owner / Owners and until the building is transferred to the proposed Society/Association under West Bengal Apartment Ownership Act, the Owners agree and bind themselves to pay as follows:
  - a) Proportionate share of all the charges if any to be levied hereafter and all outgoings maintenance charges and all other expenses necessary and incidental to the said property including the costs, expenses and outgoings in respect of matter specified in the Schedule 'B' hereunder written.
  - b) So, long as the respective apartment of the said building is assessed for Municipal Taxes or any other taxes under any law, proportionate share of such taxes assessed on the said building.
- 27. Before the handover of Owners' allocation of flats, the Owners

also agree to make payment on pro-rata basis to the Developer on demand towards payment of security deposit and service charges as may be demanded by the Calcutta Electric Supply Corporation for providing H.T./L.T. line supply, transformers etc for the said building for Electric Meters / Sub Meters and the Owners shall also bear and pay the costs charges and expenses for installation etc. of the same pertaining to the Owners share. For obtaining and providing a separate meter or sub-meter such charges shall be paid before taking over of possession of the said Apartment/Flat. The Owners hereby agree to pay for electricity consumed in or relating to the said Apartment/Flat wholly and proportionately in relation to the areas of common utilities in the said buildings and/or the said Premises. The Owners further agree to make payment on Pro-rata basis to the Developer on demand towards the payment of cost of Generator including installation charges for the said building.

28. For the purpose of payment of the maintenance charges the Owners after completion certificate and or before taking over possession of their respective share of flats shall pay to the Developer a sum of Rs. 2/- per sq. ft of the area of the Unit per month for 6 months as deposit as and by way of advance against the monthly maintenance charges (hereinafter referred to as the ADVANCE AMOUNT) which amount shall be retained by the Developer, free of interest, and shall be used by the Developer for the maintenance of the said Complex for 6 months from the date of completion. Such deposit of 6 months @ Rs. 2/- is as per the

present estimates and such amount is subject to escalation and variation. In case the costs shall be in excess of the estimated rates, the Owners shall pay at the increased rate as may be fixed by the Developer/ Association.

12 months of

All Owners, after completion certificate and on or before the day of possession of their respective share of flats, shall contribute proportionately to the amount of the sinking fund / reserve fund @ Rs.25/- per sq ft. The sinking fund shall be kept in a separate account and the amount shall be invested in the fixed deposits of a Schedule Bank. The amount of the sinking fund is to be used for the capital repairs/ expenses and not for the day to day maintenance purposes. The amount of the sinking fund will be augmented by the interest income earned thereon. The sinking fund (i.e, the balance thereof) shall be handed over by the Developers to the Association/Society at the time of the handover of the maintenance and the day to day management of the complex.

30. That both the parties hereto shall not be considered to be liable for any obligation to the extent that the performance of the relative obligations prevented by the existence of the Force Major 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.

Anseun Ham 29.

### SCHEDULE - 'A'

ALL THAT piece and parcel of land measuring an area more or less 83 Decimal (more or less 50 Kattah) land in Dag. No. 1410, Khatian No.363/2, JL No. 18, Mouza Dhakuria, the then P.S. Tollygunge now Kasba Premises No. 16/5, Telipara Lane, Kolkata-700031, P.S. - Kasba. District 24 Parganas (South), K.M.C. Ward No. 92, butted and bounded as follows:

ON THE NORTH BY :

18, Telipara Lane.

ON THE SOUTH BY

Telipara Lane 19'-0"

ON THE EAST BY

Premises No. 22A/9 &22A/10, Telipara Lane.

ON THE WEST BY

: Premises No. 16/1 & 16/A, Telipara Lane.

### SCHEDULE - 'B'

- 1. The expenses of maintaining, repairing, redecorating etc. of the said building and in particular the roof, soil pipe and rain water pipes of the building, water pipe and electric wires under or upon the building and enjoyed or used by the Owners in common with the other Occupiers of the other flats and main entrances, passages and landings, staircases of the building as enjoyed by the Owners or used by them in common as aforesaid and the boundary walls of the buildings compounds, terraces etc.
- The cost of cleaning and lighting the passages, landing, staircases other parts of the building as enjoyed or used by the Owners as common as aforesaid,
- 3. The cost of decorating the exterior of the building.
- 4. The costs of the salaries of Clerks, Bill collectors, Security, Sweepers etc.

- 5. The costs of repairing, maintenance of light and service charges.
- 6. Municipal and other taxes and/or outgoings.
- 7. Insurance of the building.
- 8. Legal Expenses.
- Such other expenses as are deemed by Developer necessary or incidental for the maintenance and upkeep of the building.

### SCHEDULE - 'C'

# THE FINISHING WORK WITHIN THE FLAT AND BUILDING AS GIVEN BELOW ARE AS FOLLOWS:

A. Structure : Reinforced Cement Concrete (R.C.C.) frame

structure with R.C.C. footings as per design, specification and sanction by the C.M.C. authority.

B. Brick Work : Outer wall and common walls will be of minimum 8"

and 4" brick work respectively with cement mortar

(1:6). Partition walls are of minimum 3" brick work in

cement mortar (1:4).

C. Flooring : Vitrified tiles will be provided within the flat.

D. Doors : 4" x 21/2" size Sal wood frames with 32 mm thick

flush type door shutters, except toilet doors, which

will be of panel shutters.

E. Windows

: Fully glazed Aluminium windows to all flats.

F. Painting & Finishing:Plaster of Paris finish inside the flat and cement base paint to outside walls. Doors, windows, grills etc. will be finished with enamel paint. The walls in the staircase will be of plaster of paris over cement plaster.

G. Fittings

: All hardware fittings will be of standard quality. Iron hinges will be fitted in each door & window shutters. Toilet shutters will be fitted with Stainless Steel hinges. Standard quality Mortice locks will be fitted in each doors.

H. Kitchen

: Cooking platform will be finished and fitted with granite and ceramic tiles will be fitted upto 3'-0" height above cooking platform.

I. Toilet

European Commode with low level P.V.C. Cistern will be provided to each Toilet. One Wash basin in each toilet will be provided. Toilet walls will be finished with ceramic tiles upto 6'-0" height. All sanitary wares will be white in colour. All C.P. fittings will be of standard quality.

J. Electrical

: Concealed wiring with general points like lights, fans, plugs and one power point etc. with standard gauge copper wire with switch board complete. One A.C. point will be provided in each Bedrooms.

K. Water Supply

: Centrifugal pump and motor will be installed for water supply to Overhead Water Reservoir.

L. Electric Connection : Electrical power will be arranged from the C.E.S.C. authority as common supply but the owners will have to apply to the C.E.S.C. authority for their individual electric meter. However, individual owners shall share the cost of the service charges and common meter security charges for the bill from the C.E.S.C. authority or any other statutory authority.

M. Sanitary system

: All soil and waste pipes will be of High Density Polythene pipes with proper joints, leading to SW drainage system.

N. Lift

: Lift to be provided in the building of standard quality.

The above specifications are subject to change on basis of availability of raw materials.

IN WITNESS WHEREOF we herein have set and subscribed our Hands and Seals on this 14" day of Manch 2018.

SIGNED, SEALED & DELIVERED by the Party at Kolkata in the presence of WITNESSES :-

1. Naechaelshit kalikontachot 1: Duc sweb-

Minati Das.

Biswojit Drs.

(3) SRI BISWAJIT DAS

2. Pralier Jang
Marriepon, Transipone, Pono Sensit Das
8.0. Italycho (4) SRI PROSENJIT DAS
KOIKAti - 700 079

Kal permo Dei

(5) SMT. KALPANA DAS

Rita Das.

(6) SMT. RITA DAS

Swafna Dulla (7) SMT. SWAPNA DUTTA

Beswaralt 28.
(8) SRI BISWANATH DAS

V Jagorarath & as

(9) SRI JAGANNATH DAS

Madhab Chandro Las

(10) SRI MADHAB CHANDRA DAS

1527 34

(11) SMT. JOYA DEY

L.T.I. of Aparina Das by the penot Annol Mondal

(12) SMT. APARNA DAS

chandan des.
(13) SRI CHANDAN DAS

(14) SMT. ROMA DAS

as natural Garden

b Dedanwita Das

(15) MISS DEBANWITA DAS (MINOR)

Rafal Mondal.

(16) SMT. KAJAL MONDAL

SIGNATURE OF OWNERS

FOR OLIVE ENTERPRISE

Partner.

(1) IFTEKHAR REHMAN SHEIKH

For OLIVE ENTERPRISE

Partner.

(2) NASIM UL ALAM SHEIKH

or OLIVE ENTERPRISE

. Partner.

(3) FAHIM ALAM CHOWDHURY

SIGNATURE OF DEVELOPER

Readover, Explained. 2 Drafted by Me:

> Rotan Kv. Datta Advocate 108/277/83 Alipon evenina Cont Kollista - 27



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand	4		0		

Name MINATI DAS.

	Thumb	1st finger	middle finger	ring finger	small finge
left hand			39-03		
right hand		<b>一</b>			

Name SATYAJIT DAS Signature Scalyagail Das

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
r wajst Dr	right hand					

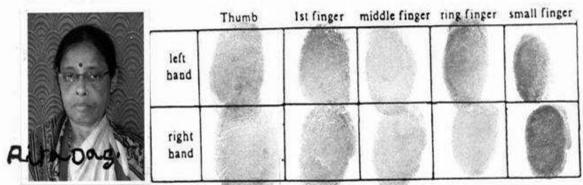
Name BIS WAJIT DAS Signature Bus was it Dus.

1000		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
Andsen sit Dus	right hand					

Name PROSENJIT DAS Signature Pano Sen, YLL DIN

<b>"我们"</b>		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					0
	right hand					
MAN	PANA	A C	1	1	A.31	

Name KALPAMA DA



Name RITA DAS.
Signature Rita Dag.

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					A

Name SWAPNA DUTTA Signature Swap na Julta

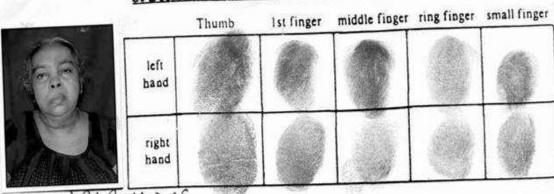
	,	Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
РНОТО	right hand					

Name	 	 	

Signature .....



Name JOYA DEY
Signature 5120 77



Name APARNA DAS.

Signature L. T. I. of Aposina Das by the pen of Harnal Mondal.

No. 10		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
thandan s	right S band					

Name CHANDAN DAS.
Signature Chandan Das.

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
A P	Shand		74F			

Name ROMA DAS Signature Roma DOS

\	_	Thumb	1st finger	middle finger	ring finger	small finger
1//	left hand	X	1			X
/ in X	right hand	1	-	X	27	7

Name ......

Signature .....

*	SPECIMEN FORM FOR TEN FINGER PRINTS					
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	left hand		Aug.	(a)		in.
ojs Esindel	right hand					
Name. KAUAL Signature	MONDA of al	umda	١.	energy.		
		Thumb	1st finger	middle finger	r ring finger	small finge
	left band					
ahm	right hand					
Name IFTEKIS	-311	MAN SHEI	Ist finger	middle fing	er ring finge	r small fin
	left hand					
	right	(4/20 III)				
Mosent Cin	· Hadu	1200000			- SECTION	
Name NASI	y UL AL					
Name NASI	y UL AL	AM SHEIK	H lst finge	r middle fin	ger ring fin	ger small fi

Name FAHIM ALAM CHOWDHURY
Signature A Same

right hand