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Additional District Sub-Registrar
 Seorpur, North 24-Parganas

02 MAY 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on 02nd day of May 2019 (Two
 Thousand and Nineteen), Christian era,

BETWEEN

নাম: _____
 পিতা: _____
 ঠিকানা: _____

Kalyan Chatterjee
 court.

বি. মৌজা
 জমাৎ নং: ৪/২০১৯
 ডি. নং: ৪/২০১৯
 তারিখ: ৪/২০১৯



Additional District Sub Registrar
 Sodepur, North 24 Parganas
 02 MAY 2019

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 Kausik Das
 das Court Complex
 - 700014
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1.MANJUSREE BHATTACHARJEE (PAN BOYPB0750F) daughter of Late Harisadhan Banerjee and wife of Kedar Nath Bhattacharjee, by faith- Hindu, by occupation- Housewife, residing at 34, Pratapaditya Place, Kolkata- 700026,

2.JOYASREE CHATTERJEE (PAN AHKPC6742Q) daughter of Late Harisadhan Banerjee and wife of Kabindra Chatterjee, by faith- Hindu, by occupation- Housewife, residing at D/2, Gov. Housing Estate, P. O.- Entally, Kolkata- 700014,

3.DEBASHIS BANERJEE (PAN ARCPB2663H) son of Late Harisadhan Banerjee, by faith- Hindu, by occupation- Service, residing at Rahara Co-Operative Colony, P. O.- Rahara, P.S.- Khardah, Kolkata- 700118 hereinafter called the **VENDORS/LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**

A N D

"CONCEPT ENTERPRISE" (PAN AANFC8853E) a partnership firm, having its office at Jaffarpur Panchanantala Pathagar, P.O.- Nona Chandanpukur, P.S.- Titagarh, Kolkata- 700122 represented by its partner namely:-

- (1) **SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q)** son of Late Debendranath Bhattacharyya, by faith - Hindu, by occupation - Business, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District- North 24 Parganas
- (2) **SMT. SUTAPA SARKAR (PAN AJJPS2985E)** wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business residing at Nandan Kanan south Rahara, Khardah Police Station- Khardah, P.O.- Talpukur, Kolkata- 700119, District- 24paragonas (North)

(3) SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B) son of Late Nepal Chandra Majumder, by faith - Hindu, by occupation - Business, residing at 31, Muralidhar Pally, Sodepur, P.S. - Sodepur, Kolkata - 700110, District North 24 Parganas

(4) SRI AJOY KUMAR SINGH (PAN AJFPS5766H) son of Ram Balak Singh, by faith - Hindu, by occupation- Business, residing at Arabinda Arena, Block- C, flat no. 1, floor- 2, Rahara bazaar, Kolkata- 700118, District- North 24 Parganas, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS one Sri Atindra Nath Bandopadhaya Son of Late Kali Prasanna Bandopadhaya seized, possessed and acquired a piece of land 4(four) cottahs 2(two) chittacks more or less which is lying and situated at Mouza- Rahara, J. L. No.- 3, Re. Su. No.- 61, Touzi no.- 184 to 190, comprised in C. S. Dag No.- 98 under C. S. Khatian No. 64 which was purchase from Khardah Co- Operative Colony (A Co- Operative Society, Registered under West Bengal Co- Operative Society Act (Bengal Act XXI) of 1940 by way of a registered Deed of Sale dated 29.09.1954 and which was recorded in Book No. 1, Volume No. 20, pages 197 to 210, Being no. 4329 for the year 1954 and was registered in the office of the Sub Registrar at Barrackpore. Subsequently during peaceful enjoyment of the said property said Sri Atindra Nath Banerjee died intestate on 02.11.1973 leaving behind two sons namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee as his legal heirs and successors according to Hindu Succession Act, 1956 and also mentioned that Smt. Harabalika Banerjee wife of Sri Atindra Nath Banerjee died intestate on 05.04.1967 which was prior to deceased Sri Atindra Nath Banerjee.

AND WHEREAS due to some unavoidable circumstances both the co-owners namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee mutually decided to partition their above said property by way of registered Deed of Partition on 17.08.1994 which was registered in the Book no.- 1, vol. No.- 290, pages 203 to 218, Being no. 11442 for the year 1994 and was registered in the office Additional Registrar of Assurances, Kolkata.

AND WHEREAS above said one Sri Hari Sadhan Banerjee during his peaceful possession and enjoyment of the property measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur died Intestate on 15.07.06 leaving behind his one son namely Sri Debashis Banerjee and two married daughters namely Sri Manjusree Bhattacharyay, Joyasree Chatterjee and his widow wife namely Smt. Puspa Banerjee who also died on 01.06.09 leaving behind his one son and two daughters as his legal heirs and successors according to Hindu Succession Act, 1956.

AND WHEREAS above said one of the owner of the partitioned property namely Mihir Kumar Banerjee during his peaceful possession of the said land measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur. Mutated his name to the concerned

authority and paid all relevant taxes to the concerned authority who at the time of his possessions and enjoyment of the above said property died intestate on 01.04.2008 leaving behind his widow wife namely Milan Banerjee who also died intestate on 21.12.12 without leaving any legal heirs and successors of the above said property.

AND WHEREAS now after the demise of Sri Hari Sadhan Banerjee and Mihir Kumar Banerjee and his wife namely Milan Banerjee, the legitimate son and daughters of deceased namely Sri Hari Sadhan Banerjee said Sri Debasish Banerjee, Smt. Manjushree Bhattacharyay, Smt. Jayashree Chatterjee inherited the two partitioned property one is 2(Two) cottah 2 15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah and other is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah.

AND WHEREAS the abovesaid joint owners namely Debashis Banerjee, Smt. Manjusree Bhattacharyay, Smt. Joyasree Chatterjee became the absolute owners mutated their name respectively in the office of B. L. & L. R.O. and concerned municipality and paid all relevant taxes to the said concerned authority. The said owners namely Sri Debasish Banerjee, Smt. Manjushree Bhattacharyay, Smt. Jayashree Chatterjee amalgamated the abovesaid two property on 30.07.2018 in the office of Khardah Municipality and the holding was renumbered as 39/34, Co-Operative Colony under ward no. 09

of Khardah Municipality which is more fully described as Schedule "A" mentioned Property and they paid all relevant taxes to the concerned authority in respect of the Schedule "A" mentioned Property.

AND WHEREAS the said Land owners are now desirous of developing the said land by constructing there upon one multi storied building in accordance with the building plan to be sanctioned by the Khardah Municipality. But due to financial stringency and/or paucity of fund and shortage of time and man power, the Land owners is unable to start the construction of the said building and had been in search of a promoter and/or Developer, who can undertake the responsibility of construction of such building on the said premises by affording his/her own arrangement and expenses.

AND WHEREAS knowing the intention of the Land owners herein, Smt. Sutapa Sarkar, Sri Indrajit Bhattacharyya, Sri Ranjit kumar Majumder, Sri Ajoy kumar Singh partners of "**CONCEPT ENTERPRISE**" herein after called and referred to as the Promoter/Developer contacted the Land owners and requested the Land owners to allow them to develop the said premises as desired by the Land owners by constructing the proposed multi storied building in accordance with the building to be sanctioned at its own arrangements, costs and expenses.

AND WHEREAS the land owners are having been approached by the Promoters/Developers, has agreed to allow the Promoters/Developers to develop the said land mentioned in the Schedule hereunder, on some terms and conditions herein after appearing:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

(DEFINITIONS AND CLASSIFICATIONS)

LAND: shall mean and include land measuring ALL THAT piece and parcel of land ad measuring about 4(Four) cottah 2 (two) chittack more or less, together with a building standing thereon, lying and situated at Mouza-Kerulia, J. L. No.-5 Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 2095, 2096, and 2097, holding no.-39/34, co operative colony, ward no.- 09 within the jurisdiction of Khardah Municipality, Police Station-Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur be constructed as per proposed sanctioned building plan to be obtained from the proper authority, on the schedule mentioned property, wherein several modern flats to be constructed including Car Parking spaces, common spaces, open spaces, water services, drainage system, electricity and other facilities will be available for enjoyment of flat owners and occupiers in the said project.

COVERED AREA OR BUILT UP AREA : shall mean the measurement of the flat from inside together with thickness of the wall of all the sides and joints of the flat.

SUPER BUILT UP AREA : shall mean and include the covered plus proportionate common area, common spaces, staircase, open spaces, lobbies and other area for common enjoyments in the said project which will be added as floor ratio basis proportionately.

PROPOSED PROJECT TO BE CONSTRUCTED : the proposed multi storied building shall be consisted with several number of residential flats/units, car parking spaces/open garages, commercial spaces of different shapes and sizes featured with modern amenities and facilities as per specification mentioned and approved in the sanction plan by the concerned local body .

OWNERS:- shall mean Sri Debashis Banerjee, Smt. Manjusree Bhattacharyay, Smt. Joyasree Chatterjee and their legal heirs, nominees, executors, administrators, successors and representatives.

DEVELOPERS :- shall mean Sri Indrajit Bhattacharyya, Smt. Sutapa Sarkar, Sri Ranjit Kumar Majumder, Sri Ajoy Kumar Singh partner of "CONCEPT ENTERPRISE" having its office at Jaffarpur Panchanantala Pathagar, P.O. - Nona Chandanpukur, P.S.- Titagarh, Kolkata- 700122.

FLAT : shall mean self contained complete flat of the proposed multi storied building which is consisting of bed rooms, drawing-cum-dining space, kitchen, bathroom and toilet together with right of user of common spaces, staircase, roof of the building, water reservoir, overhead tank, sewerage line, drainage line, water line, paths and passages for ingress and egress.

TRANSFERREE: shall mean a person, persons, firm, association of person to whom any flat to be transferred by way of sale for any residential purpose by the Developers through Owners.

COMMON FACILITIES AND AMENITIES :- shall include corridors, stairways, passageways, drain ways, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump and plumbing line , roof , paths and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building.

SALEABLE SPACE :- shall mean the space in the proposed multi storied building available for independent use and occupation after making due provisions for common facilities and the space required there for.

OWNERS'S ALLOCATION:- on the completion of the new multi storied building the owners will be entitled to have the owner's allocation as following manner:-

1. Rs 67,000/- (Rupees sixty seven thousand only) will be pay to each vendors herein at the time of execution of this agreement.
2. Rs. 1,00,000/- (Rupee One Lacs) will be pay to the each vendors on or before 10.10.2019.
3. Rs. 1,00,000/- (Rupees one Lacs) will be pay to the each Vendors on or before 31.03.2020.
4. Rs. 1,00,000/- (Rupees One Lakh) will be pay to the each vendors on or before 10.10.2020.
5. Rs. 1,00,000/- (Rupees One Lakh) will be pay to the each vendors at the time of building completion.

The Developer shall pay the total above said amount after deducting the TDS as per the prevailing Income Tax Rules if any.

6. The one of the landowner namely Sri Debashis Banerjee shall be entitled to have one self contained flat of 1200 sq. ft. more or less including super built up area consisting of three bedroom on 1st Floor and one covered garage measuring about 150 sq. ft. more or less and proportionate share of common areas, amenities, along with the proportionate share of land in the proposed multi storied building.

DEVELOPERS'S ALLOCATION :- shall mean the portion of the building i.e. after the allocation made to the owners including proportionate share in the common facilities and amenities of the multi storied building on the said property.

BUILDING PLAN:- shall mean a plan prepared by the Architect appointed by the Developers for the construction of the multi storied

building on the said property and sanctioned by the concerned Municipality and / or other competent authorities.

LICENCE TO DEVELOP

- A) The owners hereby entrust, handover and gives license to the Developers to enter into the said property, develop the property and construct a multi storied building thereon as per sanctioned plan by the Municipality containing thereon dwelling units on ownership basis with the ordinary materials and in accordance with the plans and specifications mentioned hereinafter.
- B) The Developers hereby agree to develop and / or cause to be developed the said property by constructing building in accordance to the plan sanctioned by the Khardah Municipality and at their own costs, expenses and arranging their finance and resources and at their own risk and responsibility as under.

DEVELOPERS OBLIGATIONS

- A) The Developers of the said property by construction of a multi storied building of owners ship flats shall commence in accordance with the specifications, plan, schemes and approvals of the competent authorities, rules, regulations and bye-laws of the authorities applicable at the costs, risks and responsibilities in respect thereof.
- B) In constructing with all amenities therein and thereon within twenty four months from the date of receipt of the sanctioned plan. The time of performance of these presents shall be essence of the contract.

DEVELOPERS RIGHT

The Developers shall be entitle to advertise in his own name about the development of the said property of and propose of sale of flats in the proposed building or buildings to be constructed and to Put up advertisement board on the property.

The Developers shall be entitle to enter into any agreement with the Building contractor, Architect appoint agents but not to assign the benefit of his contract for the purpose of development of the said property in his own name, costs, risks and expenses.

OWNERS TO EXECUTE DOCUMENTS

The Owners shall at the request and costs and expenses and charges of the Developers shall execute from time to time all plan, application for the lay out of construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these present.

OWNERS UNDERTAKINGS

The owners declares that they had not agree, committed to or contract or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the Developers and that they had not created any lien, charge, mortgage or encumbrances on the said property and that they would keep the said property free from all encumbrances during the subsistence of these presents.

The Owners further declared that they have not done any act or thing deed or matter whereby or by reason whereof or by reason whereof the development and of the said property and/or building may be effected or prevented in any manner whatsoever and that they undertakes to remove any possible impediment to the implementation of these presents , if the same is within his power and control.

The owners declares that they have not received and to their knowledge the government, local authority, Municipal authority or any other authority has not issued any notice affecting the said property or imposing and restriction on the development of the said property in the manner proposed herein.

The owners hereby agrees, covenants and undertakes not to cause any interference by themselves or through other in the development of the property or in the construction of the building on the said property by the Developers or through their agents or done anything deed or act preventing the Developers from disposing, selling assigning or transferring any portion of the Developers allocation of the building or to deal with the said Developers allocation in any manner whatsoever.

The owners hereby declares that they have good and marketable absolute right, title and interest in the said property or premises without any claim, right, or interest of any other person or persons claiming under or in trust for the owners and the owners has good marketable title to enter into this agreement with the Developers herein and the Owners hereby undertakes to indemnify and keep the Developers indemnified against any and every part of claim action and demand whatsoever , that may arise in respect of the title of the owners to the said premises .

OWNERS ALLOCATION

On obtaining completion certificate of the building the Developers shall give notice in writing to the owners and they have liberty to take possession on and from the date specified of the owners allocation in the said new building on receipt of the notice for taking possession , the owners allocation shall be in respect of common facilities in the building proportionate to the owners and Developers allocations . Provided that any additional insurance, premium costs or expenses by way of maintenance for any particular use or for any portion within the owners allocation shall be paid by the owners.

In addition to the portion of the building in the owners allocation shall have the exclusive right, title and interest in respect of the roof of the new building irrespective of their allocations provided that any occupier of any flat in the said new building shall have the right to visit the roof with technical hands and / or workers for the purpose of inspection of the overhead water tanks, installation of Antennae, Cables etc. repairs and replacement thereof.

SCHEME FOR MANAGEMENT

A scheme shall be framed by the parties herein for the Management and Administration of the new building including the portions in common use and sharing the expenses of Management, Administration and maintenance of amenities in the said building including the user thereof and such scheme and any rules and regulations framed under the scheme shall be binding including in the Owners allocation and in the Developers allocation.

RESTRICTIONS AS TO USER OF THE BUILDING

Any transfer of any portion of the said building out of the owners allocation and Developer's allocation shall be subject to the provisions contained herein and all occupiers shall be bound by the provisions contained in any agreement, rules, regulations, by-laws and restrictions contained herein.

Neither the Owners nor the Developers nor any person occupying any portion of the said building whether in the Owners allocation or in the Developers allocation or shall use or permit to be used his portion or space occupied by himself or his agents for carrying on any illegal or immoral trade or activity or do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any hazard to anybody inside the building or outside the building or to store any inflammable or explosive material, goods or

products. The decision of the management as to whether any act will cause nuisance or annoyance or any substance is inflammable or explosive shall be final.

No structural alteration in the building shall be made without the written consent of the management of the said building subject, however to a sanction of the concerned authorities if necessary.

On performing their obligations under these presents if the owners, Developers or the Owners transfer any portion out of their respective allocation so such transfer shall be subject to the terms and conditions, restriction and covenants contained herein and in any documents or conveyance that might be executed should recite about the transfer agreement.

It will be obligations of the Owners and Developers and occupiers of each portion of the said building to keep the interior walls, floors, ceiling, fittings, electric wirings and gadgets, fixtures appurtenances, pipes, drains, sewers and all other amenities in their respective portions or spaces occupied by them in good repair and perfect working conditions and take all possible steps to prevent any damage being caused to the building or any portion of the said building and in case of failure to perform any of the obligations he shall be liable to indemnify the Owners, occupier or the persons suffering damages or injury.

The owners, Developers and occupier or their agents in the new building shall not keep any articles or display anything in the corridor or places of common use or do anything which might cause inconvenience or hindrances in any manner for the free movement of men and material.

After the management of the building decide that certain repairs, cleaning, testing or other things, are necessary to be done in any portion of the new building, the Owners, Developers, and Occupier as the case may be, shall permit the management or its nominees with or without workmen and technician or prior notice to enter into upon the rooms, flats, spaces for the

purposes of repairing, cleaning, testing, maintaining, re-building or replacing drains, gas connection, electric wiring, water pipes, sanitary drains and/or pipes and/or fittings and any other matter which might affect the enjoyment of any portion of the said new building by any person being the Owners or Occupier thereof.

DEED OF CONVEYANCE

After the full consideration is received by the Owners, completion of construction of the Building, obtaining of Certificate of Completion occupation and sale of flats, if any, the Developers shall make over the building formally to the Owners whereupon the owners shall directly execute and deliver one or more Deeds of Conveyances in favour of the flat purchasers or Society, Association or Company and the Developers shall join therein as Confirming Party, if so required, all the expenses being borne by the Developers and / or purchasers of the flats.

NOT A DEMISE

It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title and interest in the said property to the Developers excepting the right to develop and / or construct multi storied building on the said land/property shall be treated only as a license in favour of the Developers to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed by the Owners in favour of the Developers.

DELIVERY OF TITLE DEEDS

The Developers shall be entitled to inspect the title deeds in possession of the Owners and the owners are bound to deliver the title deeds in favour of the Developers and the Developers undertake to return the same when demanded.

FORCE MAJEURE

If either party be prevented from performing his or their obligations under these presents due to the existence of force majeure such as earthquake, flood, riot, war, storm, civil commotion, blasts, malicious damages, fire or any other act or acts or cause beyond the control of the party concerned provided that the cause was not induced by the party himself.

COMPENSATION FOR BREACH

Either of the parties herein committing any breach of these presents or any of the terms hereof or unduly delays performance of his or their obligations herein shall be liable to compensation to the party aggrieved.

ARBITRATION

It is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development of the new building and in relation thereto shall be referred to the sole arbitration of the Chairman of Builder's association, whose decision shall be final and binding on the parties.

JURISDICTION

Only the Court's at Barckpore in the district of 24 Parganas (North) shall have jurisdiction to entertain, try and determine or adjudicate all actions, suits, and legal proceedings arising out or in relation to these presents the award of arbitrator or otherwise between the parties herein.

TIME

Shall mean the construction shall be completed within 2 (two) years from the date of the sanction of the proposed building plan by the competent authority i.e. Khardah Municipality and due to natural calamity the time shall be extended up to 24 (Twenty Four) months and if the developer herein

default to hand over the owners allocation within the specified period which is mentioned above, in that case the developer will bound to pay to the vendors herein @ baking interest upon rest amount

COMMENCEMENT

This agreement shall deemed to have been commence and with effect from day of May, 2019.

MISCELLANEOUS

That the landowners and the Developers have entered into the present agreement purely as a contract and contained herein shall not be deemed to contract as a partnership between the Developers and the landowners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute an association of parsons. Needless to mention that it is principal to principal agreement.

The name of the building shall be given by the Developers in course of time with the consent of the landowners;

As and from the date of the completion of the building as well as upon delivery possession, the Developers and or in transferees and the landowners and /or his transferees shall each be liable to pay and bear proportionate charges on account of municipal taxes, rates, and charges and govt. statutory taxes and outgoings payable in respect of their respective allocation.

C. S. 1 - 101665/19

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land ad measuring about 4(Four) cottah 2 (two) chittack more or less, no building/structure is standing thereon, lying and situated at Mouza- Kerulia, J. L. No.-5 Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 2095, 2096, and 2097, holding no.- 39/34, co operative colony, ward no.- 09 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur which is butted and bounded as follows:-

- ON THE NORTH** : House of Parimal Saha.
ON THE SOUTH : 12 ft. wide road.
ON THE EAST : House of Kesav Chakraborty.
ON THE WEST : 12ft Co-operative colony.

SCHEDULE "B" ABOVE REFERRED TO

1. Rs 67,000/- (Rupees sixty seven thousand only) will be pay to the each vendors herein at the time of execution of such agreement.
2. Rs. 1,00,000/- (Rupee One Lacs) will be pay to the each vendors on or before 10.10.2019.
3. Rs. 1,00,000/- (Rupees one Lacs) will be pay to the each Vendors on or before 31.03.2020.
4. Rs. 1,00,000/- (Rupees One Lakh) will be pay to the each vendors on or before 10.10.2020.
5. Rs. 1,00,000/- (Rupees One Lakh) will be pay to the each vendors at the time of building completion.
6. The one of the landowner namely Sri Debasish Banerjee shall be entitled to have one self contained flat of 1200 sq. ft. more or less including super built up area consisting of three bedroom on 1st Floor and one covered garage measuring about 150 sq. ft. more or less and proportionate share of common areas, amenities. along with the proportionate share of land in the

proposed multi storied building. If the Developers fail to handed over the proposed one self contained flat measuring about 1200 sq. ft. more or less.

SCHEDULE "C" ABOVE REFERRED TO

DEVELOPERS ALLOCATION: - shall mean the portion of the building i.e. area of the building on the said property after the allocation made to the owners including proportionate share in the common facilities and amenities of the building on the said property.

THE SCHEDULE "D" ABOVE REFERRED TO (specification)

Structure	: R.C.C. framed structure
Brick work	: Brick work with first class bricks and A grade cement mortar 1 : 6 for 200/125 thick wall and 1 : 4 for 75 thick brick wall.
Plaster	: 12mm thick inside plaster in cement mortar 1:6 for 200/125 thick wall and 1:4 for 75 thick brick wall.
Flooring	: All floor will be tiles.
Window	: Aluminum window with panel glass
Doors	: Ply flush door duly painted with one coat of primer.
Paris	: Super snow white plaster of paris will be given.
Kitchen	: Kitchen will have black stone cooking platform will 2'-6" Dado of glaze tiles on back of the cooking platform the wall from oil spot and black stone sink 20" x 16" will be provided.
Toilet	: One commode including cistern, shower point, two bibcock, one wash basin with pillar cock are with concerned in toilet & W.C. / PVC door. 5' height glaze tiles from the floor level.
W.C.	: One commode including cistern, two bibcock.

Plumbing	:	Common septic tank, semi under ground water reservoir, overhead reservoir, pipeline will be provided.
Electrification	:	All electrical fittings and wire will be used ISI Brand with conceal wearing
Living & dining	:	4 light points, 2 fan points.
Dining	:	2 power points 5 Amp & 15 Amps
Bed room	:	2 light points, 1 fan point, 1 power point 5 Amp.
Kitchen	:	1 light point, one 5 Amp. & 15 Amp. Power point, one exhaust fan point.
Toilet	:	1 light point, 1 exhaust point.
Balcony	:	1 light point.
Roof	:	Roof will be finished with water proofing compound with cement finish.
1) WATER		ARRANGEMENTS:- Municipal supply water to be stored at Under Ground water tank and mechanically lifted to over head water tank.

THE SCHEDULE "E" ABOVE REFERRED TO

COMMON FACILITIES AND AMENITIES :- shall include corridors, stairways, passageways, drain ways, common lavatories, pump room, tube wells, underground water reservoir, overhead water tank, water pump and plumbing line, roof, paths and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building.

IN WITNESS WHEREOF all the parties herein, hereby agreed, understood and have set and subscribed their hands and signatures on the day, month and year first above written
SIGNED AND DELIVERED

IN PRESENCE OF:

WITNESSES:-

1) Arup Ganguli
231, Santoshpur Avenue
Kolkata - 75

Manjusree Bhattacharya
MANJUSREE BHATTACHARYA

Joyasree Chatterjee
JOYASREE CHATTERJEE

Debashis Banerjee
DEBASHIS BANERJEE

(SIGNATURE OF THE LAND OWNERS/ VENDORS) **FOCCONCEPT ENTERPRISE**

Indrajit Bhattacharyya
SRI INDRAJIT BHATTACHARYYA

Butapa Sarkar
SMT. BUTAPA SARKAR

Ranjit Kumar Majumder
SRI RANJIT KUMAR MAJUMDER

Ajoy Kumar Singh
SRI AJAY KUMAR SINGH

Partner

(SIGNATURE OF THE DEVELOPERS)

Drafted by me :

Moumita Paul
Moumita Paul
Advocate

MEMO OF CONSIDERATION

Received from within named Vendor the total Consideration on amount in the following manner:-

SL. NO.	NAME OF THE VENDOR	CHEQUE NO.	DATED	DRAWN ON	AMOUNT (RS)	TDS DEDUCED AMOUNT (RS)
1.	DEBASHIS BANERJEE	107627	01.05.2019	IDBI, SODEPUR BR.	60,300/-	6,700/-
2.	MANJUSREE BHATTACHARJEE	107629	01.05.2019	IDBI, SODEPUR BR.	60,300/-	6,700/-
3.	JOYASREE CHATTERJEE	107630	01.05.2019	IDBI, SODEPUR BR.	60,300/-	6,700/-

SIGNED AND DELIVERED

IN PRESENCE OF:

WITNESSES:-

1) Anup Ganguli
231, Santalgarh Avenue
K-1-J5









Manjusree Bhattacharya
MANJUSREE BHATTACHARYA

Joyasree Chatterjee
JOYASREE CHATTERJEE

Debashis Banerjee
DEBASHIS BANERJEE

(SIGNATURE OF THE LAND OWNERS/ VENDORS)












THUMB 1ST FINGER MIDDLE FINGER RING FINGER SMALL FINGER

	LEFT HAND					
	RIGHT HAND					

NAME : Indrajit Bhattacharya

SIGNATURE:












THUMB 1ST FINGER MIDDLE FINGER RING FINGER SMALL FINGER

	LEFT HAND					
	RIGHT HAND					

NAME :



SIGNATURE: Sutapa Sarkar

THUMB 1ST FINGER MIDDLE FINGER RING FINGER SMALL FINGER

	LEFT HAND					
	RIGHT HAND					

NAME :












THUMB 1ST FINGER MIDDLE FINGER RING FINGER SMALL FINGER

 Sebastian Bawaji	LEFT HAND					
	RIGHT HAND					

NAME :

SIGNATURE: *Sebastian Bawaji*












THUMB 1ST FINGER MIDDLE FINGER RING FINGER SMALL FINGER

 Manjura Bhattarajee	LEFT HAND					
	RIGHT HAND					

NAME :

SIGNATURE: *Manjura Bhattarajee*

THUMB 1ST FINGER MIDDLE FINGER RING FINGER SMALL FINGER

 Dya	LEFT HAND					
	RIGHT HAND					

NAME :