

SL. NO. 20 dt 8. 10. of 2013



- : Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I **QAMRUL HASSAN** appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the state of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants (S)

Smt. Nijtha Chanda w/o Sri Mrinal Kanti Chanda and S/o. Late-Bijay Krishna Day and Late Ravi Bala Day of 215, Paikpara Raja Manindra Road, P.S. Chitpura Kolkata-700037 AND

Sri Sujan Roy S/o. Sri Subhas Roy of Village-Duttapukur Chandernagore P.O. Digha P.S. Baraset Dist. 24 Pgs. North-PIN Code No. 743248

Here after referred to as the executants (S) on this 8th day of October Two thousand thirteen

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 8th day of October Two thousand thirteen

Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

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QAMRUL HASSAN
NOTARY
Govt. of India
Regn. No. 4312/07
Sealdah Court
Kolkata

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 7th day of

day of ~~2013~~ October 2013 (Two thousand and Thirteen)

BETWEEN SMT. MITHU CHANDR wife of Sri Mrinal Kanti Chanda and daughter of late Bijoy Krishna Dey and late Rani Bala Dey of 21S, Paikpara, Raja Manindra Road, Police Station - Chitpur, Kolkata-700 037, hereinafter called the OWNER (which expression shall unless be excluded by or repugnant to the

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08 OCT 2013

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08 OCT 2013

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hereinbelow ; AND WHEREAS the aforesaid Rani Bala Dey while was in so possession and enjoyment of the aforesaid and hereinbelow mentioned property got her name recorded with the Kolkata Municipal Corporation and paid taxes to the said Authority;

AND WHEREAS the aforesaid Rani Bala Dey while was in so possession and enjoyment of her aforesaid House Property on 19.01.07 died intestate leaving behind her only daughter Smt. Mithu Chanda wife of Sri Mrinal Kanti Chanda as her only heir, successor and representative ; AND WHEREAS the aforesaid Smt. Mithu Chanda as per Hindu Succession Act, 1956 became the absolute owner in respect of the demised property morefully and particularly described in the Schedule hereinbelow ;

AND WHEREAS the aforesaid Mithu Chanda being the absolute owner in possession of the demised property got her name mutated with the Kolkata Municipal Corporation and the said Kolkata Municipal Corporation started issuing Tax Bills in her favour ; AND WHEREAS the aforesaid Mithu Chanda being the only heir, successor and representative has been

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Kolkata

08 OCT 2013

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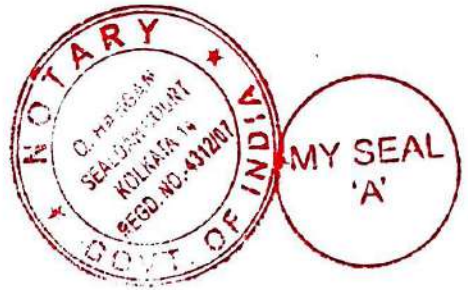
paying Municipal Taxes with the Kolkata Municipal Corporation ;
AND WHEREAS the Owner herein due to her personal difficulties
and inconveniences to maintain and repair the demised House
property, decided to sell and transfer the demised house
property ; AND WHEREAS the Developer herein on being informed
agreed to purchase the demised house property at a total
consideration of Rs. 29,50,000/- (Rupees Twenty Nine ~~Lakhs~~ Lakhs
and Fifty thousand) only ; AND WHEREAS both the owner and
Purchaser entered into an Agreement for sale and purchase of
the demised house property ; AND WHEREAS the Developer
herein being the Purchaser paid a total sum of Rs. 15,00,000/-
(Rupees Fifteen Lakhs) only to the owner herein out of the
total consideration of Rs. 29,50,000/- (Rupees Twenty Nine Lakhs
fifty thousand) only ; AND WHEREAS the Developer herein
though agreed to purchase the demised house property morefully
mentioned and described in the schedule heretobelow but the
Owner herein after receipt of a total sum of Rs. 15,00,000/- (Rupees
Fifteen Lakhs) only changed her mind and further decided that

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Kolkata

08 OCT 2013

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the owner herein instead of sale and transfer of the demised house property shall develop the demised property by making a multistoried building after demolishing her old building through the Developer herein who has got experience in the construction work/matter ; AND WHEREAS the Developer herein to avoid any further delay has agreed to develop the demised house property of the Owner herein by making a three storied building, Construction and flats on the demised landed property of the Owner herein after demolishing the old demised building ; AND WHEREAS it has also further decided and agreed by the Parties herein that the cost of the landed property will be the investment of the Owner herein and the cost of the proposed demised 3(three) storied building or more height permissible including other necessary expenses for the proposed three storied building will be treated as investment of the Developer herein ; AND WHEREAS the total earnest money of sum of Rs.15,00,000/- (Rupees fifteen lakhs) only as paid by the Developer herein to the owner herein will be recovered by Sale and Transfer of a self contained flat measuring 500 Sq.ft. more or less from the share of the Owner herein as

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Govt. of India
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Kolkata

08 OCT 2013

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proposed to be made by the Developer herein and the said flat of the Owner herein will be from the 2nd Floor ; AND WHEREAS it is recorded that the after adjusting Rs.15,00,000/- (Rupees fifteen Lakhs) only if any excess amount is recovered the Developer shall refund the said excess amount to the Owner herein and simultanously if after sale of a self contained flat of the owner (500 Sq.ft.) from the 2nd floor the sum of Rs.15,00,000/- as lying with the owner herein be not recovered the Owner undertakes to pay the balance amount to the Developer herein or the Developer herein shall be entitled to recover the said balance amount by deducting the share of constructions of the owner herein from her proposed share of constructions and flats. It is recorded that Developer herein after execution of this agreement shall be entitled to take/receive earnest money or booking money for sale and transfer of a self contained flat towards the share of the owner herein as proposed to be made and after adjustment of the said sum of Rs.15,00,000/- the Developer shall refund the remaining or excess consideration to

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Q. HASSAN
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Kolkata

08 OCT 2013

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the Owner herein ; AND WHEREAS the Owner and Developer herein to avoid any future legal complication for distribution of share of the proposed building and project and also for possession and enjoyment of the proposed building and project and also to sell and transfer in respect of their respective shares of constructions and flats have agreed to reduce the terms in writing as follows :-

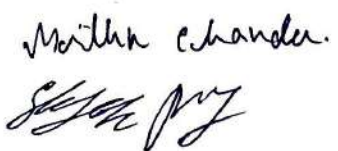
TERMS

1. That it is agreed and recorded that the Party to the One Part is the sole and absolute owner of the demised property being Premises No. 21s, Paikpara, Raja Manindra Road, Kolkata- 700 037, Ward No.3, Borough No. 1 within Kolkata Municipal Corporation, Police Station - Chitpur morefully mentioned and described in the Schedule hereto below. It is recorded that beside the Owner herein there is no other owner and occupier of the demised property.
2. That the Owner herein declares that her aforesaid and hereinbelow mentioned property is free from all encumbrances

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Q. HASSAN
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Govt. of India
Sealdah Court
Kolkata

08 OCT 2019


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attachments, liens and charges and the Owner herein has not sold and transfer her aforesaid and hereinbelow mentioned property to any one, in any way, nor the owner herein entered into any agreement for Sale with any other person excepting with the present & Developer. It is also recorded that there is no other occupier in the demised property excepting the present owner.

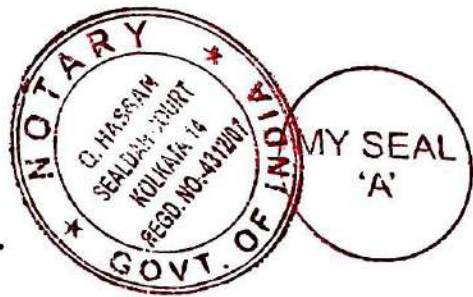
3. That the Owner herein declares that neither the owner nor her mother Rani Bala Dey since deceased has or had taken any loan upon mortgaging the demised property from any Bank or from any other financial Institution and the Owner herein has got a good and marketable title over the demised property and there was or is no case or legal proceeding filed or pending over the demised property and the present owner has got her every right and authority to deal with her aforesaid property in any way or in any manner whatsoever and the Developer herein after incurring substantial amount of money got the name of the owner herein

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Notary, Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

08 OCT 2013

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mutated with the concerned Municipal Authority and paid taxes to the said Authority in the name of the Owner herein.

4. That the Developer herein has been engaged by the owner herein to make 3(three) storied Building constructions and flat or more height permissible on the demised landed property of the owner herein at his own cost and expenses.
5. That the Developer herein within $2\frac{1}{2}$ years from the date of sanction of the Building Plan shall complete the demised 3(three) storied Building and construction or mere height permissible and also shall hand over the Owner's allocation of share in fully completed nature as per Schedule of Specification morefully mentioned and described in the Schedule heretobelow.
6. That it is agreed and recorded that the Owner herein in Consideration of his investment as recorded above shall get 40% share of constructions and flats from the sanction building plan which will be completely built

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Notary Regd. No. 4312/07
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up constructed area which includes flats more specifically mentioned in the schedule heretobelow and the Developer herein shall get the remaining flats and constructions as proposed to be constructed by the Developer herein on the landed property of the Owner herein.

7. That it is agreed and recorded that the agreement for Sale as executed by and between the Parties herein will be merged with the present Development Agreement. It is recorded that the Developer herein already paid a sum of Rs. 15,00,000/- (Rupees fifteen lakhs) to be Owner herein which will be adjusted by Sale and Transfer of a self contained flat measuring an area 500 sq. ft (super builtup) from the 2nd floor share of the owner as proposed to be made by the Developer. It is recorded that the Developer after execution of this agreement shall be entitled to enter into an agreement for sale of the said proposed flat and constructions and to recover Rs.15,00,000/- as stated above and at the time of sale and transfer of the said flat if any excess amount above Rs. 15,00,000/- be

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Notary Public, No. 4312/07
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Kolkata

08 OCT 2013

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received, the Developer shall refund the same or in the alternative if Rs. 15,00,000/- be not recovered by Sale and transfer, the Developer shall be entitled to recover the balance amount by deducting from the share of construction of the Owner herein.

8. That it is agreed and recorded that the Developer herein shall complete the proposed project and building in flat system within 2½ years from the date of sanction of the Building Plan and the owner herein within 2 months from the date of execution of this Agreement shall vacate the existing demised single storied building and the Developer herein shall demolish the demised building and shall get and exhaust the entire sale proceeds of the said Building materials. The Owner herein within two months from this day shall hand over the peaceful vacant possession of the demised landed property in favour of the Developer herein. It is recorded that the Developer herein shall make all arrangements for shifting of the owner herein in respect of two bed rooms flat or accommodation within the locality or adjacent to the locality and shall pay the rental charges/occupational charges till the date of handingover owner's allocation

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Kolkata

08 OCT 2013

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9. That it is recorded that the Developer herein shall pay all necessary cost and expenses in making the project and 3(three) storied building or mere height permissible including fees and charges of the Civil Engineer or Architect, fees for sanction of the proposed Building Plan, Soil testing report etc. It is recorded that the Developer herein is being empowered and authorised to utilise and/or to use and enjoy the existing water line and electric line of the Owner herein for the purpose of execution of the works for making construction shall have to pay the electric bills by Developer of the proposed project and building and after completion of the project and building the existing electric meter in the name of the husband of the Owner herein and her predecessor will be enjoyed by her but the existing water line will be given for common user and enjoyment of the Owner and Developer herein including their nominees and assigns and/or transferee Owners. It

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Kolkata

08 OCT 2013

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is recorded that all the occupiers of the proposed building shall pay the necessary water charges.

10. That it is agreed and recorded that the Developer herein shall have every right to appoint architect, Contractor, Workers, Labourers etc and shall pay their salaries, remuneration and charges and for which the owner herein shall have no manner of liability and no one shall be entitled to claim any money from the Owner herein. It is also recorded that the Developer herein is entitled to take loan from Bank or from any financial institution after mortgaging their 60% share of flats and construction as proposed to be made and the Developer herein shall refund the said loan amount and the Owner herein shall have no liability or obligation to refund the said loan amount and the the demised landed property will not be charged for the aforesaid loan as would be taken

by the Developer herein. It is recorded that if the Developer fails to hand over the owner's allocation within 2 1/2 years from the date of sanction of the Building plan, this agreement will stand cancelled and the owner shall refund the sum of Rs 15,00,000/- (Rupees fifteen lakhs) as lying deposited with the owner, to the Developer herein without interest on his said money.

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SAN
 No. 4312/07
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 Sealdah Court
 Kolkata

08 OCT 2013

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11. That the owner herein shall execute and register a General Power of Attorney in favour of the Developer herein authorising and empowering him to prepare building plan and to sign on the said Building Plan and to submit the same before the Kolkata Municipal Corporation/sanctioning Authority and to sign on any other forms papers applications petitions, verifications and to represent the owner before the said sanctioning authority or any other authority like police, Fire Brigade, Kolkata Improvement Trust Survey Department of K.M.C. and also for sanctioning of the building plan from K.M.C. and also to represent before any Court upto the Hon'ble Supreme Court and to file and/or to defend case or cases if any reason arises (and also to sell transfer, let out or lease out in respect of remaining share of flats and constructions of the Developer herein).
12. That it is recorded that the Developer herein shall be entitled to raise further construction on the 2nd floor

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Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
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Kolkata

08 OCT 2013

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roof after obtaining proper sanction from the sanctioning authority and in that case the owner and developer herein shall be entitled to get the said flat and constructions upon mutual understanding and both the owner and Developer herein shall bear all expenses for further sanction over two storied building. It is further recorded that neither owner herein nor the Developer herein shall be entitled to make such additional construction alone. Additional expenses shall mean the expenses for further sanction including all incidental expenses thereto both official and unofficial. The share of the proposed flats and constructions on the 2nd floor Roof will be according to the share of the owner and Developer as recorded hereinbefore.

13. That it is agreed and recorded that the Developer herein shall bring a separate Electric meter from CESC (Calcutta Electric Supply Corporation) Ltd., at his own cost and expenses for common user and enjoyment of the electricity in the common area of the proposed building and also for

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Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

08 OCT 2013

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lifting of water from Ground Floor or underground water Reservoir to the Overhead water Reservoir. The Developer herein also shall bring individual Electric meter in respect of the separate self contained flat of the owner herein but the cost and expenses for the individual Electric Meter shall have to bear by the owner and other proposed purchasers herein. It is also recorded that if Transformer is required to be installed the cost and expenses for such transformer are to be borne by the Developer herein including the proposed Purchasers herein.

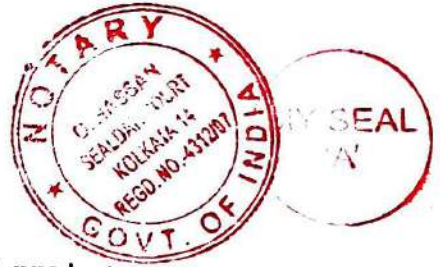
14. That it is recorded that the entrance, passages, landings, courtyards, vacant space, septic tank, underground and over-head water reservoir, mother electric meter, motor pump, stairs top roof outside, electrical water line fittings sanitation sewerage line and rain pipe etc. will be common for the owner and Developer herein including their transferees/occupiers and after

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Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

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completion of the proposed project and building and handing over the owners allocation both the Owners Developer and other occupiers shall preserve and maintain the demised proposed building and project in all respect and if necessary after making an Association which is called FLAT OWNERS ASSOCIATION.

15. That the Developer herein from the date of getting peaceful vacant possession of the demised property shall pay taxes to the KOLKATA MUNICIPAL CORPORATION and after completion of the building and handing over owner's allocation the owner herein shall have her every right to mutate her proposed share of construction and flats and shall pay proportionate taxes and other imposition if any by KOLKATA MUNICIPAL CORPORATION or Any other Authority. It is recorded that the Developer herein has already incurred necessary expenses for mutating the name of the Owner herein and also paid Municipal Taxes both arrear and current. It is recorded

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Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

08 OCT 2013

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that the Owner herein shall hand over her all Original documents of title in favour of the Developer herein and after completion of the proposed building and project the Developer herein shall hand over the same to the proposed flat owners Association.

It is further recorded that both the Owner and Developer including their nominees and assigns shall have no manner of right and authority to cause any damage of the proposed flats, construction and building and also to change the elevation of the proposed building and project and also to keep and throw dirt used goods grabages in the common area in any way or in any manner. The top roof of the proposed building will be common for the owner, Developer and subsequent transferees occupiers.

17. That the parties herein shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented

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Notary Regd. No. 4312/07
Govt. of India
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Kolkata

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08 OCT 2013

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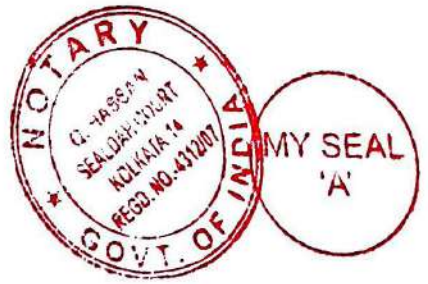
by the existence of the force measures like flood, earth quake, riot, tempest, civil commotion and/or any other act of commission beyond the reasonable control of the parties hereto and shall be suspended from the obligation during the duration of the force measure. It is further recorded that if any dispute arises by and between the parties in any way or in any reason the parties shall have their right to seek relief before the appropriate Civil Court or before the Consumer Disputes Redressal Forum in the Territorial jurisdiction where the demised property situates. This agreement is purely a Contract by and between the parties herein and the same is enforceable under the Law and this agreement is being executed on Rs.10/- of Non-Judicial Stamp Paper and neither of the parties shall have their right to raise any plea with regard to the legality and validity of this Agreement and the terms as recorded are all binding in fullest sense on the parties herein and their heirs, executors, administrators, legal representatives and assigns ;

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Kolkata,

08 OCT 2013

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SCHEDULE OF LANDED PROPERTY

ALL THAT piece and parcel of Bastu Land measuring an area 4(four) Cottahs 4(four) Chittaks and 12(twelve) Sq.ft. more or less appertaining to Mouza-Paikpara, Holding No. 288, Touzi No. 1298 / 2833, Premises No.21s, Paikpara Raja Manindra Road, formerly premises No.21, Paikpara, Raja Manindra Road, Ward No.3, Borough No. 1 within Kolkata Municipal Corporation, Kolkata-700 037, Police Station-Chitpur, which is butted and bounded :-

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- ON THE NORTH : Raja Manindra Road and Drain.
- ON THE SOUTH : *House of Kamal Roy*
- ON THE EAST : Sankalpa Club and Pond.
- ON THE WEST : Raja Manindra Road with Drain.



SCHEDULE OF SHARE OF FLAT AND CONSTRUCTION

OF THE OWNER AS PROPOSED

TO BE MADE / CONSTRUCTED BY THE DEVELOPER

The Owner shall get 40% of the total flats and construction from the sanctioned Building Plan and out of her said total 40% share the owner shall get from each floor from front and back

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Govt. of India
Sealdah Court
Kolkata

08 OCT 2013

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since as proposed to be constructed by the DEVELOPER herein and the Developer shall get remaining flats and constructions from all floors back and front side in fully completed nature.

SCHEDULE FLATS AND CONSTRUCTIONS

OF THE DEVELOPER HEREIN

The Developer herein shall get remaining flats and construction of the proposed building and project which would be made and/or constructed by the Developer herein on the demised landed property of the Owner herein with the right, authority and power to make further flats and constructions on the 2nd floor roof on the terms as recorded herein before and they shall get the same proportionately. It is recorded that if the owner herein fails to pay her proportionate cost and expenses for such proposed further constructions and flats on the 2nd floor roof the Developer shall have his every right to recover the said amount towards costs and expenses for further flats and constructions on the 2nd floor roof by sale and transfer of his share.

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Notary Public, No. 4312/07
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Kolkata

08 OCT 2013



SCHEDULE OF COMMON FACILITIES AND ENJOYMENT

Entrance, passage, courtyards, vacant space proportionate share of land septic tank, water tank and reservoir (both Under ground and top roof, Corporation existing water supply stairs, drainage, outlet, rain pipe line, sewerage line, stair case room, Dwaran's/Care taker's room, Mother Electric meter, water motor pump, top roof etc. It is recorded that though under this Agreement the Developer shall not make any lift. But for future convenience the Developer has got his power and authority to make the arrangement for lift.

SCHEDULE OF SPECIFICATION

- Structure : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the Competent authority.
- External Wall : 7" thick brick wall and plastered with cement mortar.

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Kolkata

08 OCT 2013

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Internal Wall

: 5" thick brick wall and pastered with cement mortar.

Flooring

: Flooring is of Marble with 4" skirting except stairs and other common areas.

Bath Room

: Bath room fitted upto 6' height with white glazed tiles and standard brand.

Kitchen

: Cooking platform and sink with tap will be of black stone with covered 2' - 6' height glazed white tiles above the platform to protect the oil spot.

Toilet

: One toilet of Indian Type with white pan, and other toilet of western type white commod of standard brand with standard P.V.C. Cistern. All fittings are in standard type. One hand wash basin, wash basin of standard brand is in dining space of the flat.

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Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

8 OCT 2013

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-(24)-

Doors

: All the doors are Sal wood framed and Flush Doors, Hatchbolt and peep hole on main entrance door.

Windows

: Steel window with integrated grill and also with glass.

Water Supply

: Water supply round the clock is assured for which necessary submersible pump will be installed.

Plumbing

: Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are of good quality.

Lift

: Lift facility will be provided.

ELECTRICAL WORKS

1.

: Full concealed wiring with Finolex/Hards Wire. The switch of the ~~max~~ electrical goods are anchor/colours of standard quality.

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Govt. of India
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Kolkata

08 OCT 2013

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- 2. In Bed Room : Two light points, one 5 Amp Plug point, one fan point.
- 3. Living/dining room : Two light points, one fan point, one 5 amp plug one 15 amp plug points (as per required location).
- 4. Kitchen : One light point and one exhaust fan point and one 15 Amp plug point.
- 5. Toilet : One Light point and one exhaust fan point.
- 6. Varandah : One light point.
- 7. : One light point at main entrance.
- 8. Calling Bell : One calling bell point at the main entrance.

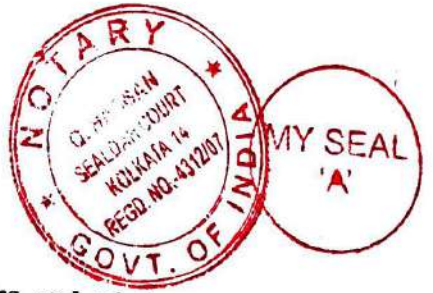
PAINTING :

- (a) : Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.

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Sealdah Court
Kolkata

08 OCT 2013

Sd/- Mithu Chandra Contd....P/26.



(b)

: All doors and windows frame and shutter painted with two coats white primer.

EXTRA WORK

: Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

Contd....P/27.

Q. HASSAN
Notary Regd. No. 431207
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Kolkata

08 OCT 2013

Milhu Chandra
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IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata in the presence of :-

1. Minal Kanti Chanda
21/3 R. N. Road Cal-37

Mithu Chandra.

SIGNATURE OF THE FIRST PARTY

2. Sumit Kumar Ghosh Advocate
Sealdah Civil Court,
Kolkata - 700014

Sumit Kumar Ghosh

SIGNATURE OF THE SECOND PARTY

IDENTIFIED BY ME

Sumit Kumar Ghosh.

Advocate

08 OCT 2013

Signature of Executant
Attested on identification by

LD. Advocate.....
At Sealdah Court
Kolkata

Memo ofP/28.

O. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

08 OCT 2013



-(28)-

MEMO OF CONSIDERATION TOWARDS SECURITY DEPOSIT

Received a sum of Rs.15,00,000/- (Rupees fifteen lakhs)
only by cash as well as by Cheque from the abovenamed Developer
on the basis of the earlier agreement for sale which has been
merged with the present Development Agreement which will be
adjusted by Sale and Transfer of a self contained flat of the
Owner herein as proposed to be ~~made~~ made by the Developer herein
and the Developer herein after adjustment of Rs.15,00,000/- shall
refund the excess amount if any to the Owner herein.

Rs.15,00,000/-

Rs.15,00,000/-
=====

WITNESSES :

1. Niraj Kumar Chanda
218 R. M. Road - Cal - 87

2. Sunil Kumar Ghosh Advocate
Saidulokh Civil Court,
Kolkata - 700014

Prepared by :
Hare Krishna Haldar
Advocate

Typed by

: Anup Chakladar
Anup Chakladar
8, Old Post Office Street,
Kolkata-700 001.

Milhu Chanda.

SIGNATURE OF THE OWNER

08 OCT 2013



08 OCT 2013

THE 8/k DAY OF Oct. 20 13

PAPER WRITINGS 'A'

&

THE RELATED

NOTARIAL CERTIFICATE



Qamrul Hassan
QAMRUL HASSAN

ADVOCATE

&

NOTARY

Govt. of India
Registration No. 4312/07

Sealdah Court

Room No. 202

Chamber

100/1, Cossipore Road
Kolkata-700 002

Court : 2350-2726
Cham : 3251-4394
Mobile : 94334 15781

Q. Hassan
Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

08 OCT 2013