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SMT SHAKUNTALA PRASAD (PAN AQRPP0002E), wife of Sri Mahendra Prasad, by religion Hindu, by occupation Business, by Nationality Indian and residing at Laskarpur Peyara Bagan (Near Bara Shib Mandir), P.O. Laskarpur, P.S. Sonarpur, Kolkata - 700153, Dist. 24 Parganas, hereinafter called and referred to as the "LANDOWNER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, administrators, legal representatives and assigns) of the FIRST PART.

#### AND

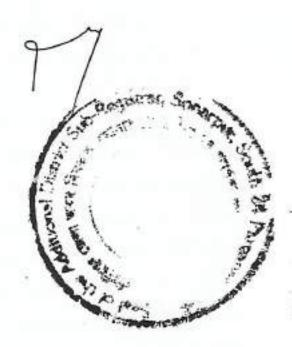
RAJ CONSTRUCTION (PAN AARFR0147A), a partnership firm, having its office at 3127, Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur, Kolkata- 700153, District South 24 Parganas, being represented by its partners (1) SRI RAJESH BOSE (PAN ASFPB7591N), son of Dulal Bose, by faith Hindu, by occupation Business, by Nationality Indian and residing at 3127, Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur, Kolkata-700153, District South 24 Parganas (2) SRI SANJAY BOSE (PAN APJPB1693Q), son of Sri Dulal Bose, by faith Hindu, by occupation Business, by Nationality Indian and residing at Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur, Kolkata- 700153, District South 24 Parganas, and (3) SRI GOUTAM SARKAR (PAN CPOPS0635C) son of Late Haripada Sarkar, by faith Hindu, by occupation Business, by Nationality Indian and residing at 352, South Laskarpur, P.O. Laskarpur, P.S. Sonarpur, Kolkata-700153, District South 24 Parganas, hereinafter called and referred to as the "DEVELOPER/BUILDER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs,

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executors, administrators, legal representatives and successors-in-office) of the **SECOND PART**.

WHEREAS Smt. Hiraprova Bhattacharjee wife of Sri Bidhubhusan Bhattacharjee was the actual owner of ALL THAT piece and parcel of land measuring 5 cottahs 00 chittack 00 sq.ft. more or less comprised in R.S. Dag No. 907, R.S. Khatian No. 139 in Mouza Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110 under P.S. Sonarpur, District 24 Parganas (S), by virtue of a Deed of Sale executed by Sri Ashok Ghosh son of Late Ranendra Nath Ghosh on 05.01.1995, registered at the office of the Addl. Dist. Sub Registrar at Sonarpur, recorded in book no. I, volume no. 10, pages 280 to 286, being no. 645 for the year 1995.

AND WHEREAS said Smt. Hiraprova Bhattacharjee wife of Sri Bidhubhusan Bhattacharjee being a owner of ALL THAT piece and parcel of land measuring 05 cottahs 00 chittak 00 sq.ft. more or less comprised in R.S. Dag No. 907, under R.S. Khatian No. 139 in Mouza Ramchandrapur, J.L. No. 58, RS. No. 196, Touzi No. 110 under P.S. Sonarpur, District 24 Parganas (S), transferred & conveyed the said land by a Deed of Sale to Sri Mahendra Prasad son of Sri Dip Narayan Prasad on 20.11.2008, registered at the office of the Addl. Dist. Sub Registrar at Sonarpur recorded in book no. I, volume no. 41, pages 880 to 893, being no. 11344 for the year 2008.

AND WHEREAS in the premises the said Sri Mahendra Prasad owner herein acquired and became the absolute owner of the aforesaid plot of land measuring about 05 cottahs 00 chittak 00 sq.ft. more or less and has been in peaceful khas possession and enjoyment of the said land without any interruption and free from all encumbrances and attachments whatsoever and mutated his name as owner of land measuring more or less 05 cottahs 00 chittak 00 sq.ft. under L.R Dag No. 1022, L.R Khatian No. 2361 in Mouza Ramchandrapur, J.L. No. 58, RS. No. 196, Touzi No. 110, P.S. Sonarpur, Dist. 24 Parganas (S) before the BL & LRO Baikunthapur, Sonarpur and Bonhooghly NO.1 Gram Panchayet, being holding no. 2670, Ramchandrapur

AND WHEREAS the said owner namely Sri Mahendra Prasad transferred his said land by one registered gift deed in favour of his wife Smt. Shakuntala Prasad, which was registered and recorded in book no. I, volume no. 1604-2017, pages 98183 to 98201 being no. 160403626, for the year 2017 and registered at the office at DSR-IV, Alipore, 24 Parganas (S).

and paying tax in regular basis.

AND thereafter the said Smt. Shakuntala Prasad wife of Sri Mahendra Prasad applied for mutation to recorded her name in the Assessment Department of Bonhooghiy No.1, Gram Panchayet & at the office at BL & LRO Sonarpur and now enjoying the property as absolute owner thereof.

The present owner herein is desired of Development of her aforesaid land property but due to lack of fund she is not in a position to develop the same and accordingly she have approached the Builders/Developers herein for development of the said property/premises by way of making construction of

a new multi storied building at the said premises and in the matter of such development the owner have represented to the builder as follows:

- i) The owner i.e. Smt. Shakuntala Prasad wife of Sri Mahendra Prasad is the absolute owner of the said property morefully mentioned in the first schedule hereunder written.
- ii) The said property is free from all encumbrances and the same is in khas, absolute and peaceful possession of the owner and no person or persons other than the owner has any right of occupancy or otherwise in the premises.
- iii) There is no suit, litigation or legal proceeding pending in respect of the said premises or any part thereof.
- iv) No person other than the owner has any right, title and/or interest of any nature whatsoever in the premises or any part thereof.
- v) The premises or any part thereof is not affected by any requisition or acquisition or any alignment of any authority or authorities and the same is not affected under any proceedings of Urban Land (Ceiling and Regulations) Act, 1976.
- vi) The owner have not in any way dealt with the said premises whereby the right, title and interest of the owner as to the ownership is and/or may be liable to be affected in any manner whatsoever.

Relying on the aforesaid representations of the owner and believing the same to be true and correct the Developers/Builders has agreed to undertake the development work of the said property premises on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE OWNER AND THE BUILDERS/DEVELOPERS as
follows:-

- ARCHITECT shall mean Architect or Architects whom the Developer/Second Party may from time to time appoint as the Architects of the new building.
- COMMON EXPENSES shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the premises as more fully detailed in the Seventh Schedule hereto.
  - COMMON PORTION shall mean all the common areas and installations to comprise in the premises after the development as morefully detailed in the Fifth Schedule hereto.
  - 4. PANCHAYET shall mean the Bonhooghly No. 1 Gram Panchayet, Ramchandrapur and shall include the Authority and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
  - LAND shall mean the land comprised in the premises having an area
     of 5 (five) cottahs 0 (zero) chittaks 0 (zero) sq.ft. more or less.
  - 6. NEW BUILDING shall mean such building or buildings as to be constructed a G+3 storied building as per sanctioned building plan sanctioned by the Bonhooghly No. 1 Gram Panchayet, Ramchandrapur the premises by the Developer/Second Party in pursuance hereof.
  - 7. OWNER'S AREA shall mean 50% of the total constructed flat area i.e. from the entire First Floor & Top floor of the building and 50% of car parking space together with proportionate share of land of the proposed new building

plan to be obtained from The Bonhooghly NO. 1 Gram Panchayet complete in all respect in habitable condition as per specification given in the Forth Schedule herein below together with all sorts of common amenities and facilities to be attached with the said new building, water, electricity, common space, staircase, roof, entrance, landings, sewerage system etc. including all easement rights together with proportionate share of land underneath the building and common area to be constructed on or over the First Schedule property above referred The details of owners allocation described in the second schedule herein below.

- 8. DEVELOPER/SECOND PARTY'S AREA shall mean the remaining portion of the proposed new building except the owner's allocation mentioned above and easement right of common areas / portions more fully described in Fifth Schedule herein below.
- 9. PLAN shall mean the plans of the proposed new building which would be sanctioned and approved by the Bonhooghly NO.1 Gram Panchayet and shall also wherever the context permits, include sanctioned letter, such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the plan shall be obtained from the owner and in case of any revised plan also such approval has to be taken and the copy of which is to be given to owner first.

- 10. PROJECT shall mean the work of the development undertaken to be done by the Developer/Second Party in pursuance hereof till the development of the premises be completed.
- PROPORTIONATE with all its cognate variations shall mean such ratio
  of the entire land in question.
- 12. UNIT shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any unit owners and which is not the common portion.
- 13. ADVOCATE shall mean shall mean Mr. Sumit Dutta Chowdhury of Alipore Police Court who will prepare and finalise the Agreements of sale to be entered into with intending purchasers of Units forming part of Developer's Allocations and who will also prepare and finalise the Deeds of Conveyance to be executed in favour of Purchasers of the Developer's Allocations.
- 14. UNIT OWNERS shall mean any person who has acquired, hold and/or own and/or agree to be acquire hold and/or own any unit/flat in the new building and shall include the owner/first party herein and the Developer/Second Party for the units held by them from time to time.
  - a) MASCULINE GENDER shall include the feminine and vice versa.
- b) SINGULAR shall include the plural and vice versa.
  The owner has approached the Developer/ Second Party for development of the premises and represented to the Developer/Second Party.
- 15. The owner is the absolute owner of the entirely piece and parcel of land measuring 5 cottahs 00 chittak 00 sq.ft. more or less comprised in R.S. Dag No. 907, L.R. Dag NO.1022 under R.S. Khatian No. 139, L.R Khatian

No.2361, Mouza Ramchandrapur, J.L. No. 58, RS. No. 196, Touzi No.110 under P.S. Sonarpur, Dist. 24 Parganas (S).

- 16. The land is in the khas and vacant possession of the owner and no person or persons other than the owner has any right of occupancy, easement or otherwise on the premises and the part hereof.
- There are no suits, litigations or legal proceeding pending in respect of the land or any part thereof.
- 18. No persons other than the owner has any right, title and/or interest or possession of any nature whatsoever in the premises or any part thereof.
- 19. The right, title, interest and possession of the owner in the premises is free from all encumbrances and the owner has marketable title thereto.
- 20. No part of the premises has been or is liable to be acquired under the Urban Land Ceiling and Regulations Act, 1976 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.
- 21. The owner is fully and sufficiently entitled to enter into this agreement with the Developer Second Party herein.
- 22. The owner through the Developer/Second Party shall cause sanction of the plans by complying with all prevailing building rules and regulations and such sanction shall be valid and binding upon the owner till completion of entire project.
  - 23. The Developer/Second Party has agreed to develop the land and to complete the project, having G+III storied on the terms mentioned hereunder from their own financial sources and the owner hereinabove has no liability for the same.

## NOW IT IS HEREBY AGREED AND DECLARED

- The owner has appointed the developer as the developer of the new building at the said land and the developer has accepted such appointment on the terms and conditions hereunder contained.
- The development of the land will be in the following manner.
- to the Developer/Second Party arginal copies of all the title deeds, papers and other papers and documents relating to the land. It is clarified that the owner shall inspect from time to time of the said original documents till the completion of the project. After completion of the project the developer shall hand over the all original documents to the association of unit owners as would be formed in the new building.
  - b. Immediately (i.e. within 4 months after execution of this agreement) the Developer/Second Party shall apply for sanction of the building plan before the Bonhooghly No.1 Gram Panchayet, Ramchandrapur observing the formalities earlier mentioned and shall obtain such sanctioned building plan at the earliest.
  - c. Upon getting the sanctioned building plan for construction of . . the new building as aforesaid, the Developer/Second Party shall notify in writing to the owner and within 15 (fifteen) days of the owner receiving such written notices, along with the accommodation as stated hereunder the owner shall deliver vacant and peaceful possession of the entirety of the land to the developer. The period mentioned in Clause (B) above are. priority made essence of the contract.

- d. Then developer shall complete the construction work of the new proposed building within 18(eighteen) months from the date of obtaining sanctioned building plan from the Bonhooghly No.1 Gram Panchayet, Ramchandrapur or getting undisputed peaceful vacant possession of the said land from the owner whichever is latest.
- e. At any time thereafter, the Developer shall have the right and shall be entitled to enter upon the land and do all preparatory works, as may be necessary for the project.
- Subject to force major (viz flood, earth quake, riot, war, tempest, uncontrollable civil commotion and any act of god which are beyond the control of the human being) the developer fails to or neglect to complete the construction within 18 (eighteen) months from the date of obtaining sanction building plan from The Bonhooghly NO.1 Gram Panchayet, Ramchandrapur and getting undisputed peaceful vacant possession of the said land from the owner whichever is latest then granted extension of time by the owner as a grace period 6 (six) months time for completion of the said work and if the developer are in failure again to complete the work then allow another 6 (six) months time by the owner as grace period to the developer to complete the construction work and the developer shall be liable to pay liquidated damages (to be calculated based on the Market value of land at that time) for compensation @. 1.5% per month of the market value. of the land at that time as per government valuation or part thereof till handed over the owner's allocation, w.e.f. the date of expiry of 24 months from the date of obtaining sanction building plan from the Bonhooghly No. 1 Gram Panchayet, Ramchandrapur and getting undisputed peaceful vacant

the building rules and regulations and Bye laws of the panchayet in residential purpose only.

- 3. The new building shall be for residential purpose only.
- 4. i) The new building proposed to be constructed as G+III storied with elevator/lift or OTIS Co./ADAMS and one Generator will be provided by the developer.
  - ii) The Owner shall give such consent, sign such papers documents, deeds and undertaking and render such co-operation as to be required by the Developer/Second party for the construction and completion of the new building i.e. the project as per law subject to compliance with the different clause mentioned hereinabove.
- The developer has every right to construct any room / garage / stair case etc. according to the proposed building plan.
- 6. The developer shall be entitled to occupy and use the land subject to the terms of this agreement for the duration of the project. The Developer/Second Party shall be entitled to use the land for setting up a temporary site office and/or quarters for its watch and ward personnel and other staff and shall not carry out any illegal business/acts which are prohibited according to law.
- In connection with the aforesaid, it is agreed and clarified as follows:
- i) The owners shall sign and execute the relevant Deed of Conveyance(s)

  / Sale(s) in respect of the flats/car parking spaces in the new building in
  favour of intending purchasers to be sold by the developer shall be signed as
  confirming party.

- ii) The developer shall cause a building plan with such internal minor changes to be made in the plan as the Architect may approve and/or as shall be required by the concerning authorities from time to time without prior written consent of the owner.
- Bonhooghly No. 1 Gram Panchayet or any other outgoings dues to the No. 1
  Bonhooghly No. 1 Gram Panchayet Ramchandrapur or any other outgoings
  and liabilities in respect of the land till the date of owner handover vacant
  and peaceful possession of the land to the Developer/Second Party, the
  Developer/Second Party shall pay such dues and bear the costs and
  expenses thereof and the Developer/Second Party shall be liable for the
  subsequent periodialso.
- iv) All costs, charges and expenses for sanction of building plan and for construction of the new proposed building, and/or development of the land shall be borne by the developer solely and exclusively.
- v) For the purpose of construction of the building and making the same habitable, the developer shall be authorized in do far as be necessary to apply for and obtain quotes entitled to and other allocation of steel, cement, bricks and other material allocable to the Developer and/or his nominee, purchaser or purchasers for construction of the building and also to apply for and obtain temporary and permanent connection of water, electricity, drainage and sewerage to the building and other input facilities required for construction and enjoyment of the building and for such purpose the owner shall execute and register in favour of the Developer a Registered Development Power of Attorney including power of alienation as and when

required by the developer from time to time. The owner shall, as when required by the developer, convey and transfer to the Developer and/or his nominee or nominees free from all encumbrances whatsoever the proportionate share of land therein at or for the said total consideration of owner's allocation and on the terms and conditions mentioned hereinafter only after getting possession of the allocation of the owner which shall be made on priority basis. Without delivering possession of the owner's allocation to the owner no other person will be given possession.

8. If it is necessary or essential to amalgamate this plot with the adjacent plot / plots then the entire procedure to be completed at the cost of the developer and the land owner to be due diligent to execute the deed of amalgamation / deed of exchange as an when request to be made by the developer.

# THE OWNER COVENANT WITH THE DEVELOPER INTERALIA AS FOLLOWS:

- Not to cause any interference or hindrance in the construction of the building at the said land by the Developer.
- 2. Not to do any act deed or thing whereby the developer may be prejudicially affected from the right of selling, transferring dealing with and/or disposing of the Developer/Second Parties share only of the building and land.
  - Not to let out, grant, lease, mortgage and cause any encumbrance and/or charge the said land or any portion thereof. without the

consent in writing of the Developer during the subsistence of this agreement.

- 4. Not see cancel/revoke the development power of attorney and/or development agreement and/or any such papers/documents relating with same without consent of the developer.
- After obtaining Panchayet certificate for completion of job, from No. 1
   Bonhooghly No. 1 Gram Panchayet the developers shall hand over the copy of said completion certificate to the owner unconditionally forthwith.
- Sanctioning of the plan and for additions and/or alterations in the plans as may be required for construction of the building on the said land.
- 7. The owner is bound to supply the original copy of all documents from time to time to the developer regarding land in question as and when to be required. Be it specifically mentioned that the owner already supplied all the Xerox copies of all documents available with him regarding the First Schedule property to the developer before signing this Development Agreement.
- 8. The owner shall be solely and exclusively entitled to the owner's area (as mentioned the Second Schedule hereunder as owner's allocation in the proposed building) and the Developer/Second Party shall be solely and exclusively entitled to the Developer/Second Part's area (excluding as owner's allocation as above) as stated herein and right to use common areas and common facilities shall remain common to all the occupants in the building.

- 9. The owner's area shall be constructed by the Developer/Second . . Party for and on behalf of the owner, the rest of the new building shall be constructed by the Developer/Second Party for and on behalf of itself and/or its nominees.
- 10. The owner and the developer shall be entitled absolutely to enter into the area and shall be at liberty to deal therewith in any manner they deem fit and proper SUBJECT HOWEVER to the general restrictions for mutual advantage interest in the ownership flat scheme they will also be at liberty to enter into agreements for sale of their respective areas save that at least as far as the same relates to the common portions (as described in the Fifth Schedule hereto) common expenses (as described in the Seventh Schedule hereto) and other matters of common interest, the owner and the Developer Second Party shall adopt the same covenants and restrictions (which are expressly described in the Sixth Schedule hereto). The form of such agreement to be utilized by the parties shall be such as be drawn by the advocate in consultation with the owner party hereto but the same shall be in accordance with the parties prevailing in respect of ownership flat buildings in Kolkata.
- 11. The developer shall be entitled to all moneys that they receive from the Unit Owners of the Developer/Second Party area at their own risk and owner shall not be in any way responsible for the same whether the same by way of earnest money, part consideration, construction cost, sale proceeds and/or otherwise and the developer shall be

entitled to all such moneys receivable in respect of the developer's area.

12. The owner shall from time to time, sell and convey to the Developer/Second Party and/or nominee undivided proportionate share in the land contained in the land appurtenant to units and parking space and to other saleable spaces of the Developer/Second Party area in the new building. The cost of preparation, stamping and registration of the conveyance shall be borne and paid by the respective flat owners.

### It is further clarified as follows:

i) The Develop/Second Party will arrange electricity connection along with 1 (one) individual meter for the entirely of the new building including the owner's area and only the unit holders shall reimburse to the Developer/ Second Party proportionate amount of deposits and expenses as be required to obtain electricity form WBSEB or otherwise on production of receipts and vouchers.

ii. The owners, Developer/Second Party together with all other unit holders may cause formation of a society/association for the common purpose as early as possible. After the completion of the project, the Developer/Second Party shall handover all deposits and all matters arising in respect of the management and maintenance of the land and particularly the common portions to the said society/association in the said building.

iii. The Developer/Second Party shall keep the owner saved, harmless and indemnified in respect of any loss, damage, costs, claims and proceeding, that may arise in pursuance hereof including.

- a) All claims or demands that may be made due to anything done by the Developer/Second Party during construction of the new building.
- b) All claims and demands of the suppliers, contractors, workmen and agents of the Developer/Second Party on any account whatsoever, including any accident or other loss shall be settled by the Developer/Second Party and for the same the owner shall not be liable for any compensation etc.
  - c) Any demand and/or claim made by the unit owners of the Developer / Second Party's area, and
  - Any action taken by The Bonhooghly No. 1 Gram Panchayet, Ramchandrapur and/or any other authority for any illegal and faulty construction or for any purpose caused or caused to be done by any person for and on behalf of the Developer/Second Party in or around the proposed new building.
- 15. The owner shall from time to time execute and register Development Power of Attorney or grant such further powers or authorities to the Developer/Second Party and/or nominees concerning the project for the Developer/Second Party doing the various works envisaged the Developer/Second Party doing the various works envisaged hereunder including entering into agreements for sale, execute, sign of Deed of Conveyance and/or construction of the new building and or

- portions thereof and to receive all amounts in pursuance thereof in so far as Developer/Second Part's portion is concerned.
- 16. The Developer/Second Party and/or said attorneys shall indemnify and keep the owner indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done in pursuance of the authorities granted as aforesaid.
- 17. The owner shall give such co-operation to the Developer/Second Party and sign papers, confirm and/or authorities as may reasonably be required by the Developer/Second Party from time to time from the project at the costs and expenses of the Developer / Second Party. The owner shall liable to pay all Govt, dues in respect owner's allocation.
- 18. In case, the parties hereto are unable to fulfill its/their obligation within the time hereinabove mentioned due to any reason beyond its/their control, then and in such event the time for the performance of its/their obligations may be mutually extended accordingly.
- 19. In case of the parties hereto commit any default in fulfillment of their obligations contained herein, then and in such event, the other party shall be entitled to specific performance and/or damages, subject always to the other provisions of the agreement.
- Only the Courts having territorial jurisdiction over the land shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the land measuring 5 cottahs 00 chittak 00 sq.ft. more or less comprised in R.S. Dag No. 907, L.R. Dag No. 1022 under R.S. Khatian No. 139, L.R. Khatian No. 2361, Mouza Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110 under P.S. Sonarpur, Dist. 24 Parganas (S) being Panchayet holding no. 2670, Ramchandrapur TOGETHER WITH all easement right, benefits, facilities and other advantage attached therein and the said property butted and bounded in the manner following:

ON THE NORTH

BY R.S. Dag No. 907

ON THE SOUTH

BY R.S. Dag No. 907

ON THE EAST

BY RS. Dag No. 909

ON THE WEST

BY 14" wide Road

## THE SECOND SCHEDULE ABOVE REFERREF

## OWNER'S ALLOCATION

from the entire First Floor & Top floor of the building AND 50% of the ground floor i.e. Car parking area, of the newly constructed as per sanctioned building plan sanctioned by The Bonhooghly No. 1 Gram Panchayet together with proportionate impartible undivided share in the land underneath the building, common portion, other open areas (within the land and adjacent to all the sides of the proposed new building) and the roof of the top floor of the proposed new building. The owner shall get a sum of Rs. 5,000/- (Rupees five thousand) only as for the party of the second part at the time of signing this agreement.

# THE THIRD SCHEDULE ABOVE REFERREF DEVELOPER'S ALLOCATION

ALL THAT remaining constructed area (excluding owner's allocation as mentioned with Second Schedule hereunder) of the newly constructed as per sanctioned building plan sanctioned by the Bonhooghly No. 1 Gram Panchayet togetherwith proportionate share of land underneath the building common portion other open areas (with the land and adjacent to all the sides of the proposed building) and the roof of the top floor of the proposed new

## THE FOURTH SCHEDULE ABOVE REFERRED TO

building.

(Specification of Construction)

FOUNDATION: The building will be RC.C. structure frame work on RC.C. foundation, concrete grade confirming to M-15/M-20 asper the design and specification of the Architect and structural Engineer.

BRICK WORK: All the external wall shall be 250 mm. thick with 1:4 cement mortar and internal partition walls will be 125mm/75mm thick in 1:4 cement mortar provided with partition new in every fourth layer.

PLASTER: The outside of the building will have 19 mm. (avg.) thick plaster whereas the inside and ceiling plaster will be 12mm thick (avg.).

FLOORING: All bed rooms, living cum dining room, kitchen, balcony, stair case and landings will be marble finished and toilet, w.e. finished with anti skit floor toilets.

ROOF: To be finished pates stone with net cement.

WALL: All inside walls of the flat shall be finished with putty of reputed brand and one coat white primer. Toilet and W.C. wall would be finished with colour glazed ceramic tiles upto 7' feet height from the floor. The kitchen wall above the work slab top will be fitted with as per developer/land lord choice glazed tiles up to 1000 mm height from the work top level.

DOORS WITH FRAME: Wooden door frame (100mm x 65mm) of good quality sal wood of side 4'0" x 2' % and all doors will be best quality commercial flash door. Main door frame 6" x 3 " of good quality sal wood, main door will be fitted with

- Best quality handle both side.
- Godrej mortise lock.
- 3. Pip hole.
- Outside hatch bolt
- Inside tower bolt.
- Door stopper Other doors door stopper, hatch bolt, tower bolt, handle all door painted in colour.

WINDOW: Anodised aluminium siding with tinted glass (3mm) fitting with grill.

KITCHEN: One grarlite slab of 40°x2'0" width would be provided in the kitchen which would be furnished with top and back wall of the oven slab top would be finished with marble glazed/kitchen ceramic tiles up to 1000mm height from kitchen platform, one stainless steel (ISI brand) sink of required size shall be provided in the kitchen. Two bib cocks-one on the sink with arrangement for aqua guard connection and one just below the sink.

ELECTRICAL AND INSTALLATIONS:

(i) All wiring will be concealed with re-wearable fuse DB. (ii) All bed rooms will be provide with 1 fan point, 2 light points, 1 tube 1 plug point, one A.C. point. (iii) All dining and living rooms will be provided with 2 nos. fan points, 2 nos. of light points, 1 no. foot lamp, 1 no. 5AMP plug point, 1 no. telephone point and 1 no. cable point (both without cables). (iv) Kitchen, toilet and W.C. will be provided with 1 no. 5/15amp plug point, 1 no. exhaust fan point and 1 no. light point in each. (v) All balcony and staircase will be provided with 1 no. light point each. (vi) Only main service electric meter will be provided for common use only. (vii) 440kw electrical service connection shall be provided only, individual meter at extra cost.

TOILET: All pipes will be concealed. Walls will be covered with designed tiles / ceramic tiles (8"x12" size) minimum upto 7' height from the floor with concealed pipelines (geyser line in toilets only) for water supply.

## All BRANDED QUALITY (Jaguar/Pareware)

Shower (1)

Bib cock (2)

Wall mixture (1) (for hot and cold water)

Colour/floral commode (1) Hind ware

& Matching colour basis (filed with pillar cock)

Soap case

Mirror with box

Towel rod & ring

W.C. best quality/matching colour

Shower (1)

Colour/floral commode low type (Indo European)/Angio Indian

Soap Case Towel rod & ring

Colour basin.

DINING & DRAWING: One basin with pedestal (coloured)

All basins & commodes coloured (Hindware)

INTERIOR WALL COAT: All the interior walls will be finished with a coat of plaster of paris with a coat primer.

All outside walls will be finished with suitable shades of water proof cement paint, roof top finished with 1" to 1 1/4 thick patens stone floor.

COLOURING: Outside weather coat colour only on the entire outside wall.

WATER SUPPLY: Connection of corporation tap line up to toilet, WC and kitchen through reservoir and overhead tank.

EXTRA WORKS: Any extra work other than the standard specification shall be charged extra and such amount shall be deposited before the execution of work.

## QUALITY OF MATERIAL

- Brick 1st class picket:
- Sand Full course / medium. 2.
- Cement Ultratech / Lafarge. 3.
- Steel Tata / Shyam (ISI Brand) 4.
- Floor Marble slab (Approx- 3" X 5" for owner's allocation as per 5. owner's choice).
  - Electric wire Havells or Finolex. 6.
  - Electric switch Anchor / Havells. 7.
  - Sanitary & C.P. fittings Made by Hindware. 8.

- Exterior Wall- Weather coat by "BARGER" (ISI Brand).
- Interior wall Wall putty "BARGER" & primer (ISI Brand).
- Flash door -Green ply burnish polished & main door will be "Segun Wood".
- Roof Specially water (proof) resistant & chemical use in Dr. Fixit.
- Stone ships 5/8 will be used (strictly).
- After finishing, every roof height gap 10 feet except ground floor roof or as per sanctioned building plan by the Panchayet.
- Earthquake resistant RCC framed with infill walls.
- Lift OTIS Co./ADAMS
- Generator will be provided by the developer.

#### THE FIFTH SCHEDULE ABOVE. REFERRED TO

(The common portion)

Entrance and exists to the land and the new building

- Roof of the proposed new building.
- Durwan's room 1 care takers room.
- iii) Boundary walls and gate of the land.
- iv) Staircase lobbies on the entire floor.
- Entrance lobby, electric utility room / meter room.
- vi) Water pump room.
- vii) Common installations anywhere outside any unit.
- viii) Right of access on the roof above the top floor of the new building.
- ix) Any common are in the new building, foundation, columns, beams, supports common passage etc.

- x) Elevator / Lift & Generator.
- Water, Plumbing and Drainage
- i) Drainage, sewerage lines and other installations for the same. (Except only those as are installed within the exclusive area of any unit and or exclusively for its use.
- Water supply system / drinking water supply system / tube well.
- iii) Water pump, underground water reservoir together with all common plumbing installations for drainage water (save only those as are within the exclusive area of any unit and/or exclusively for its use).
- iv) Electrical Installations: Electrical wiring and other fitting (excluding those as are installed within exclusive area of any unit or exclusively for its use).
- Lightning of common portion.
- vi) Electrical installations for receiving electricity from supply. Supplier
   (WBSEDCL) and meter for receiving the supply.
- vii) Others: Such other common parts, areas equipments, installations, fittings fixtures and spaces in or about the land and the new building as are necessary for passage to and/or user of the units in common by the co-owner.

## THE SIXTH SCHEDULE ABOVE REFERRED TO

(Covenants and common restrictions)

The owner and all units owner's shall always be strictly adhere to the following restrictions:-

The owner, developer of his nominees and/or unit owner's shall not do the following:-

- Obstruct the Association (upon its formation) in their acts relating to the common purpose.
- Violet any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
- Injure, harm, or damage the common portion or any other units in the new building by making any alteration or withdrawing any support or otherwise.
- Alter any portion, elevation or colour scheme of the new building.
- Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
- Place or cause to be placed any article or object in the common portion.
- 7. Use any unit or any portion thereof for any purpose other than the purpose meant for (Residential). Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion. , Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings.

## THE SEVENTH SCHEDULE ABOVE REFERRED TO

(The common expenses)

- Maintenance All cost of maintaining operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating the common portions including the exterior or irlterior (but not inside any unit) walls of the new building.
- Maintenance of staff The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.
- Association Establishment and all other expenses of the Association are including the formation, office and miscellaneous expenses.
- Common utilities All charges and deposits for suppliers of common utilities to the co-owner's in common.
- Electricity Electricity charges for the electrical energy consumed for the operation of common portions.
- Litigation All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 7. Rates and taxes Municipal/Panchayet taxes, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on co-owners.

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands on the day month and year first above written.

### SIGNED SEALED AT KOLKATA

IN THE PRESENCE OF

WITNESSES;

Shakuntala Bagad

SIGNATURE OF THE OWNER

FOR M S. BAJ CONSTRUCTION

For Mis. RAJ CONSTRUCTION

For Mis. RAJ CONSTRUCTION

SIGNATURE OF THE BUILDER/

Drafted by :

(SUMIT DATTA CHOWDHURY)

Advocate

Alipore Police Court, Kolkata 700027.

F-487/276/2001

RECEIVED from the within named Developer/Builder the within mentioned sum of Rs. 5000/- (Five Thousand) only being part of the advance/non refundable consideration as aforesaid, as per memo below;

MEMO

By Cash/Chase M. 25257 dt 20.7.17.

Rs. 5000/
Dirdian Bank, Garic Branch.

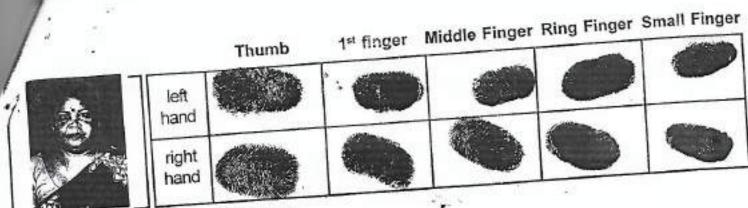
WITNESSES:

1. Semit Dutte Charly.
Alipon Police Cours.
Kol-27.

Ship love de Lace - 27.

Snakuntala Perasad

SIGNATURE OF THE OWNER



Name SHAKUNTALA PRASAD Signature Shakuwala Arasad

		Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
71.	left hand	(CONTRACTOR OF THE CONTRACTOR				
	right hand					

Name RAJESH BOSE
Signature Rejust BALL

		Thumb	1st finger	Middle Finger	r Ring Finger	Small Fin
4.	left hand					
	right hand					

Name SANJAY BOSE
Signature Sanjay Bose

	Thumb	1st finger	Middle Finge	er Ring Finger	Silian .
left hand	( in				(A)
right hand	1				

Name GOUTAM SARKAR

## Major Information of the Deed

	2007012017	Date of Registration	24/07/2017
Deed No:	1-1608-03578/2017	Office where deed is r	egistered
Query No / Year	1608-0000964246/2017	A.D.S.R. SONARPUR,	District: South 24-
Query Date	05/07/2017 12:46:09 PM	Parganas	
Applicant Name, Address & Other Details	Sumit Dutta Chowdhury Alipore Police Court, Thana: Alipo Mobile No.: 9831214197, Status	THE PROPERTY.	
	Tarobio .	Additional Hallanderon	3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Transaction [9110] Sale, Development agreement	Agreement or Construction	[4305] Other than Imm Declaration [No of Dec than Immovable Prope	ovable Property, laration : 2], [4311] Other erty, Receipt [Rs : 5,000/-]
		Market Value	1857 July 1864-192-193
Set Forth value	CONTRACTOR AND ADDRESS.	Rs. 44,29,997/-	
Rs 25-	and the second second	Registration Fee Paid	<b>第</b> 2007年7月2日 第14日
Stampouty Paid(SD)	TOTAL CARD THE TANK THE	Rs. 71/- (Article:E, E,	B)
Rs. 7,100/- (Article:48(g))		L. State of the St	
Remarks			

District: South 24-Parganas, P.S.- Sonarpur, Gram Panchayat; BANGOOGHLY-I, Mouza: Ramchandrapur

manager process of the party of	Market 1 Market 1	<b>新的</b> 新社/2.66220世紀期間以	TO A POST OF THE PARTY OF	Area of Land	lue (in Rs.) V	WHITE SHEET WAS TO	ALL AND ALL SAFETY
AND RESPONDED TO	her Numb	er. Proposec	ROR	The state of the s	1/-	43 99 997/-	ANIDEL OF White corr.
L1 LR-10		1 Bastu	Bastu	5 Katha			Road: 14 Ft.,
Li Liv-104			1	8,25Dec	1/-	43,99,997 /-	PERSONAL PROPERTY.

ructure Details :	The second secon	Setforth	Market value	Other Details
n Structure	Area of	Value (In Rs.)	(In Rs.)	Section of the sectio
o Details	Oligania	4.5	30,000/-	Structure Type: Structure
On Land L1	100 Sq Ft.	1/-	00,000	

Gr. Floor, Area of floor: 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion; Complete

Shed, Extent of Com	pletion: Complete		
		30,000 /-	
Total:	100 sq ft 1/-		

0	Name, Address, Photo, Finger pr	The second second second	Edingstpfint	Signature
	Name	Photo	C TOTAL STREET	I COLOR
	Mrs Shakuntala Prasad (Presentant ) Wife of Mr Mahendra Prasad Executed by: Self, Date of Execution: 24/07/2017 , Admitted by: Self, Date of Admission: 24/07/2017 ,Piace			Shakurtala Brogad
	: Office	24/07/2017	L13 24/08/2957	\$46570477

Laskarpur Peyara Bagan Near Baro Shib Mandir, P.O:- Laskarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700153 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AQRPP0002E, Status :Individual, Executed by: Self, Date of Execution: 24/07/2017

, Admitted by: Self, Date of Admission: 24/07/2017 ,Place: Office

### Developer Details:

Name Address Photo, Finger print and Signature SI No

1127 Leskarour Payara Bagan, P.O:- Laskarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, Raj Construction PSN - 700153 , PAN No.:: AARFR0147A, Status :Organization, Executed by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature

Mr Rajesh Bose Son of Mr Dulal Bose Date of Execution -24/07/2017, , Admitted by: Self, Date of Admission: 24/07/2017, Place of Admission of Execution: Office

Name





Cipal, Bose

Signature

\$4077201T

3127, LASKARPUR PEYARA BAGAN, P.O.- LASKARPUR, P.S.- Sonarpur, District:-South 24-24/07/2017 Parganas, West Bengal, India, PIN - 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India. , PAN No.:: ASFPB7591N Status : Representative, Representative of : Raj Construction (as PARTNER) Signature Finger Print

Namo Mr SANJAY BOSE Son of Mr DULAL BOSE Date of Execution -

24/07/2017, , Admitted by: Self, Date of Admission: 24/07/2017, Place of Admission of Execution: Office

Photo Jul 24 2017 12:67PM



my Base

LASKARPUR PEYARA BAGAN, P.O:- LASKARPUR, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: APJPB1693Q Status : Representative, Representative of : Raj Construction (as PARTNER)

Name 3 Mr GOUTAM SARKAR Son of Late HARIPADA SARKAR Date of Execution -

24/07/2017, , Admitted by: Self, Date of Admission: 24/07/2017, Place of Admission of Execution: Office





1917/907 Sour house

352, SOUTH LASKARPUR, P.O.- LASKARPUR, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: CPOPS0635C Status : Representative, Representative of : Raj Construction (as PARTNER)

#### Details:

## Name & address

MIT DUTTA CHOWDHURY

PORE POLICE COURT, P.O.- ALIPORE, P.S.- Alipore, District:-South 24-Parganas, West Bengal, India, PIN -0027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India., Identifier Of Mrs Shakuntala Prasad, Mr ajesh Bose, Mr SANJAY BOSE, Mr GOUTAM SARKAR

anst	er of property for L1	To, with area (Name-Area)
	The state of the s	To, With area (Mario Per
-	Mrs Shakuntala Prasad	Raj Construction-8.25 Dec
rans	fer of property for S1	To, with area (Name-Area)
1 No	From	Raj Construction-100.00000000 Sq Ft
THE	Mrs Shakuntala Prasad	Raj Construction-100.0000000

# Land Details as per Land Record

District: South 24-Parganas, P.S.- Sonarpur, Gram Panchayat: BANGOOGHLY-I, Mouza: Ramchandrapur

arrier S	south 24-Parganas, P.S Sonarpur	r, Gram Panchayat: BANGOOGHLY-I, Niduza, Russian Panchayat: BANGOOGHLY-I, Nidu
Sch	Plot & Khatian Number	Owner:मार्क अप्राप, Gurdian:वीभनावायन, Address:प्रमानावधून,
No L1		
40.0	1022(Corresponding RS Plot No:- 907), LR Khatian No:- 2361	Classification

# Endorsement For Deed Number: 1 - 160803578 / 2017

Certificate of Market Value(WB PUVI rules of 2001) Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 44,29,9971-

Prasanta Mukhopadhyay ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SONARPUR

South 24-Parganas, West Bengal

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962) (g) of Indian Stamp Act 1899.

07/08/2017 Query No:-16080000964246 / 2017 Deed No 3 - 160803576 / 2017, Document is digitally signed.

Pane 48 of 48

entation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

sented for registration at 12:27 hrs. on 24-07-2017, at the Office of the A.D.S.R. SONARPUR by Mrs. Shakuntala asad ,Executant.

Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )

Execution is admitted on 24/07/2017 by Mrs Shakuntala Praŝad, Wife of Mr Mahendra Prasad, Laskarpur Peyara Bagan Near Baro Shib Mandir, P.O. Laskerpur, Thana; Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN -700153, by caste Hindu, by Profession Business

Indebtified by Mr SUMIT DUTTA CHOWDHURY, , , Son of Mr SUBODH CHANDRA DUTTA CHOWDHURY, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 24-07-2017 by Mr Rajesh Bose, PARTNER, Raj Construction (Partnership Firm), 3127, Laskarpur Peyara Bagan, P.O:- Laskarpur, P.S:- Sonarpur, District-South 24-Pagganas, West Bengai, India, PIN -700153

indetEed by Mr SUMIT DUTTA CHOWDHURY, ... Son of Mr SUBODH CHANDRA DUTTA CHOWDHURY, ALIPORE POLICE COURT, P.O. ALIPORE, Thans: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 24-07-2017 by Mr SANJAY BOSE. PARTNER, Raj Construction (Partnership Firm), 3127, Laskarpur Peyara Bagan, P.O.- Laskarpur, P.S.- Sonarpur, District.-South 24-Parganas, West Bengal, India, PIN -700153

Indistified by Mr SUMIT DUTTA CHOWDHURY, , , Son of Mr SUBODH CHANDRA DUTTA CHOWDHURY, ALIPORE. POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 24-07-2017 by Mr GOUTAM SARKAR, PARTNER, Raj Construction (Partnership Firm), 3127, Laskarpur Peyara Bagan, P.O.- Laskarpur, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN

Indetified by Mr SUMIT DUTTA CHOWDHURY, . . , Son of Mr SUBODH CHANDRA DUTTA CHOWDHURY, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 71/- ( B = Rs 50/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 71/-

Payment of Stamp Duty Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 7,000/-, by Stamp Rs 100/-

 Stamp: Type: Impressed, Serial no 31011, Amount: Rs. 100/-, Date of Purchase: 29/05/2017, Vendor name: Jaydeep Chatterjee

 Draft(8554) No: 624310000443, Date: 10/07/2017, Amount: Rs.7,000/-, Bank: STATE BANK OF INDIA (SBI). ALIPORE COURT TREASRY BR

Prasanta Mukhopadhyay ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SONARPUR South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1608-2017, Page from 84445 to 84492 being No 160803578 for the year 2017.



Due

Digitally signed by PRASANTA MUKHOPADHYAY

Date: 2017.08.07 16:26:23 +05:30 Reason: Digital Signing of Deed.

(Prasanta Mukhopadhyay) 07-08-2017 16:26:22 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SONARPUR West Bengal.

(This document is digitally signed.)