

668/2019

Mitra Ltd

I-00617/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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NOTARIZATION when this instrument is submitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.



Additional District Sub-Registrar
Sodepur, North 24 Parganas
10 6 FEB 2019

S. S. ENTERPRISE
Subaran Mondal
Partner

DEVELOPMENT AGREEMENT

Sangita Chatterjee
Ashmita Chatterjee
Sominon Chatterjee
Navita Bhattacharya

S. S. ENTERPRISE
Saini Girish

Contd.....P/2

THIS DEVELOPMENT AGREEMENT is made on this the 6th
day of February..... 2019 (Two Thousand and Nineteen) A. D.

BETWEEN

1. SRI SAMIRAN CHAKRABORTY son of Late Bidhu Bhusan Chakraborty (PAN No. AOJPC6557R), by Nationality – Indian, by Faith Hindu, by Occupation – Retired residing at 230/125, New Colony Paschimpara, P.O. Rahara, P. S. Khardah, under Ward No. 11, Kolkata 700 118 District North 24-Parganas, 2. SRI SANJIBAN CHAKRABORTY son of Late Bidhu Bhusan Chakraborty (PAN No. ACPPC0199R), by Nationality – Indian, by Faith Hindu, by Occupation – Retired residing at 230/125, New Colony Paschimpara, P.O. Rahara, P. S. Khardah, under Ward No. 11, Kolkata 700 118 District North 24-Parganas. 3. SMT. NAMITA BHATTACHARYA (PAN No. ASSPB0885G) wife of Sri Baruneswar Bhattacharya and daughter of Late Bidhu Bhusan Chakraborty, by Nationality – Indian, by Faith Hindu, by Occupation – Housewife residing at 13/6/A, I.C. Road, Madhyapara, P.O. Rahara, P. S. Khardah, under Ward No. 09, Kolkata 700 118 District North 24-Parganas and 4. SRI ABHJIT CHAKRABORTY son of Late Amalendu Bikash Chakraborty (PAN No. ADTPC7621D) by Nationality – Indian, by Faith Hindu, by Occupation – Service residing at 230/125, New Colony Paschimpara, P.O. Rahara, P. S. Khardah, under Ward No. 11, Kolkata 700 118 District North 24-Parganas hereinafter jointly called and referred to as the OWNERS (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the ONE PART.

Namita Bhattacharya

S. S. ENTERPRISE
Subaran Mondal

Partner

S. S. ENTERPRISE

Sami Biswas

Partner

A N D

M/S. S. S. ENTERPRISE having PAN – ADQFS7372A a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas. Kolkata 700 122, West Bengal, represented by its Partners, 1. SRI SALIL BISWAS (PAN No. AMRPB0576D) son of Late Mahananda Biswas, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas. Kolkata 700122, West Bengal and 2. SRI SUBARAN MONDAL (PAN No. BFYPM7105L) son of Sri Datakarna Mondal, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Newpukuri (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad. PIN 743133, West Bengal hereinafter called and referred to as the "DEVELOPER" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its successors-in-office and/or representatives, executors and assigns) of the OTHER PART.

WHEREAS one Sri Bidhu Bhusan Chakraborty son of Late Kali Chandra Chakraborty on 09.04.58 purchased a plot of land measuring about 10 Cottahs 08 Sft. more or less along with 1.5 Ft common drain being Plot No. "I" which is lying and situated at Mouza Rahara, J. L. No.3, Re.Su.No. 61, Touzi No.184-190, comprised and contained in R.S. Dag No. 610 under R.S. Khatian No. 179 under P. S. Khardah in the

Nanita Bhattacharya

Sri Salil Biswas

Sri Subaran Mondal

Ashmit Chakraborty

*S. S. ENTERPRISE
Subaran Mondal*

Partner

*S. S. ENTERPRISE
Sami Ghosh*

Partner

District North 24-Parganas by virtue of a Registered Sale Deed which was duly registered before S.R. Barrackpore and duly copied in Book No. I, Volume No. 24, Pages from 144 to 147, Being No. 1775 for the year 1958 from Ashutosh Bandyopadhyay, Sri Sudhir Kumar Bandyopadhyay, Sri Indu Bhusan Bandyopadhyay, Sri Chandra Bhusan Bandyopadhyay, Smt. Amiyo Bala Debi and Smt. Gita Rani Debi.

AND WHEREAS by way of Registered Sale Deed said Sri Bidhu Bhusan Chakraborty became the absolute owner of the plot of land measuring about 10 Cottahs 08 Sft. more or less along with 1.5 Ft common drain being Plot No. "T" which is lying and situated at Mouza Rahara, J. L. No. 3, R. S. No. 61, Touzi No. 184-190, comprised and contained in R.S. Dag No. 610 under R.S. Khatian No. 179 under P. S. Khardah in the District North 24-Parganas and he mutated his name before local municipality and seizing and possessing the same without any interruption from any corner.

AND WHEREAS enjoying the right, title and interest of the aforesaid property the said Bidhu Bhusan Chakraborty died intestate on 28/02/1977 leaving behind him his wife namely Prafulla Bala Chakraborty (since deceased) three sons namely Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Sri Amalendu Bikash Chakraborty (since deceased) and two daughter namely Smt. Namita Bhattacharya

Namita Bhattacharya.

Samiran Chakraborty

Sanjiban Chakraborty

Amitendu Chakraborty

S. S. ENTERPRISE
Subaran Mondal

Partner

S. S. ENTERPRISE
Sami Ghosh

Partner

& Smt. Nilima Chakraborty as his legal heirs and successors in respect of the properties left by him.

AND WHEREAS after the death of the said Bidhu Bhusan Chakraborty his legal heirs and successors namely **Prafulla Bala Chakraborty, Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Sri Amalendu Bikash Chakraborty & Smt. Namita Bhattacharya & Smt. Nilima Chakraborty** became joint owners of the property left by him and while they jointly enjoying the right title and interest of the aforesaid property.

AND WHEREAS subsequently the said **Amalendu Bikash Chakraborty** while enjoying the right title and interest of the aforesaid property along with his co-sharers died intestate on 02.06.1982 leaving behind his wife namely **Smt. Niva Chakraborty** and one son namely **Sri Abhijit Chakraborty** as his legal heirs and successors in respect of his share or interest of the aforesaid property and the said **Prafulla Bala Chakraborty** also died intestate on 28.02.1984 leaving behind him his two sons namely **Sri Samiran Chakraborty, Sri Sanjiban Chakraborty**, two daughters namely **Smt. Namita Bhattacharya & Smt. Nilima Chakraborty**, and daughter-in-law namely **Smt. Niva Chakraborty** and one grandson namely **Sri Abhijit Chakraborty** as his legal heirs and successors in respect of his share or interest of the aforesaid property.

Namita Bhattacharya

*S. S. ENTERPRISE
Subatan Mondal*

Partner

S. S. ENTERPRISE

Sahar Ghosh

Partner

Samiran Chakraborty

Abhijit Chakraborty

AND WHEREAS subsequently the said Smt. Nilima Chakraborty while enjoying the right title and interest of the aforesaid property along with his co-sharers died bachelor intestate in the year 1987 leaving behind her surviving Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Smt. Namita Bhattacharya and Sri Abhijit Chakraborty and Smt. Niva Chakraborty as her legal heirs and successors in respect of her share or interest of the aforesaid property.

AND WHEREAS one of the co-owner Sri Sanjiban Chakraborty filed a partition suit before the 1st Court of Civil Judge at Barasat vide Title Suit No. 138 of 2002 against Sri Samiran Chakraborty & others. And subsequently the dispute between the parties had been amicably settled out of Court and Sri Sanjiban Chakraborty was reluctant to proceed the suit further as a result on 14.12.2018 the said Title Suit be and the same was withdrawn by all the parties of the suit without liberty to sue afresh.

AND WHEREAS subsequently the said Smt. Niva Chakraborty while enjoying the right title and interest of the aforesaid property along with his co-sharers died intestate on 22.03.2015 leaving behind his only son namely Sri Abhijit Chakraborty as his legal heirs and successors in respect of his share or interest of the aforesaid property.

Namita Bhattacharya

S. S. ENTERPRISE
Subhan Mondal

Partner

S. S. ENTERPRISE
Sahib Baniwari

Partner

AND WHEREAS by way of Inheritance said Sri Samiran Chakraborty, Sri Sanjiban Chakraborty, Smt. Namita Bhattacharya and Sri Abhijit Chakraborty became the joint owners of ALL THAT piece and parcel of land measuring an area of 10 Cottahs 08 Sft. more or less along with 1.5 Ft common drain being Plot No. "1" which is lying and situated at Mouza Rahara, J. L. No. 3, R. S. No. 61, Touzi No. 184-190, comprised and contained in R.S. Dag No. 610 under R.S. Khatian No. 179 under P.S. Khardah in the District North 24-Parganas and while enjoying the right title and interest of the same they mutated their names in the records of the Khardah Municipality and the said property was known reputed and numbered as Municipal Premises No. 230/125, New Colony under Ward No. 11 and also recorded their name in the L. R. Settlement Records in L.R. Dag No. 1510 under L.R. Khatian No. 5468, 3227, 3111 & 141 respectively which is morefully described in the SCHEDULE- A hereunder written.

AND WHEREAS the Owners/First Party herein became joint owners of the aforesaid property by way of inheritance in the aforesaid manner and while thus seized and possessed of the said property without any lien, claim, right, title or interest of any other person the Owners/First Party herein have decided to construct a multi-storied building covering maximum available F. A. R. according to Building Rules prescribed by the Khardah Municipality or as may be changed from time to time AND WHEREAS due to paucity of funds and lack of working knowledge the FIRST

Namita Bhattacharya

Samiran Chakraborty

Sanjiban Chakraborty

Abhijit Chakraborty

S. S. ENTERPRISE,
Subrata Mondal

Partner

S. S. ENTERPRISE
Sami Ghosh

Partner

PARTY herein approached the Developer to develop the said property for commercial cum residential exploitation AND WHEREAS the Developer consider the aforesaid offer of the FIRST PARTY herein as viable.

THIS AGREEMENT is drawn up in writing with details of such terms and conditions mutually agreed to by the parties herein.

1. The First Party doth hereby authorized and empower the Second Party to construct a multi-storied building as per Sanction Building Plan as aforesaid on the said plot of land all the costs and expenses of Second Party and for the aforesaid purpose the First Party will deliver full vacant possession of the said land and also make over the original deeds and documents unto the Second Party and these documents will remain in custody and possession of the Second Party till performance of the agreed terms and conditions by and between the parties hereto and the First Party or any of their heirs, successors or assigns or any person claiming through or in trust shall not interfere during the construction period in any manner whatsoever except their allocation of this Agreement.
2. The Second Party will obtain Sanction Plan for construction of multi-storied building on the said land and its own costs and in that connection the First Party will sign on all applications as required for getting the Plan Sanctioned from Khardah Municipality.
3. That on construction of the building in the manner as stated hereinabove with qualitative materials the land owners shall be entitled to get as follows:-

Naraita Bhattacharya

Sarmita Chatterjee

Sarmita Chatterjee

Adhikari Chatterjee

S. S. ENTERPRISE
Subarna Mondal
Partner

S. S. ENTERPRISE
Sabit Biswas
Partner

a) The land owners namely:-

- i) Sri Samiran Chakraborty will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the Third floor, South – East facing.
- ii) Sri Abhijit Chakraborty will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the Third floor, South – West facing.
- iii) Sri Sanjiban Chakraborty will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the Second floor, South – East facing.
- iv) Smt. Namita Bhattacharya will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the First floor, South – West facing.

b) An amount of Rs. 48,00,000/- (Rupees forty eight lakh) only against the owners' Allocation and the same would be paid by the Developer to the Owners after Plan Sanctioned from Khardah Municipality in the manner as follows:-

- | | |
|--|-----------------|
| i) At the time of execution of this Agreement | Rs. 1,00,000/- |
| ii) At the time of plinth casting | Rs. 11,00,000/- |
| iii) Within Six month from the Building Sanction Plan | Rs. 12,00,000/- |
| iv) Within Eight month from the Building Sanction Plan | Rs. 12,00,000/- |
| v) Last & final Payment within Twenty Four month from the Building Sanction Plan | Rs. 12,00,000/- |

4. All applications, plans and other papers and documents, as may be required by the Developer the Second Party hereto for the purpose of obtaining necessary Sanction

Namita Bhattacharya .

Samiran Chakraborty
Abhijit Chakraborty
Sanjiban Chakraborty

S. S. ENTERPRISE
Subaran Mondal
Partner

S. S. ENTERPRISE
Smita Debisun
Partner

on and from the appropriate authorities, shall be prepared and submitted by the Second Party, Developer on behalf of the First Party. The Second Party shall pay and bear all fees including Architect's fees, charges, surcharges and every expenses required to be paid or deposited to the Municipality or any other authorities for the purpose of making the plan sanctioned for construction build up of the said building on the said plot of land.

5. The Owners shall grant to the Developer, the Second Party and / or to the Developers nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining Sanction Plan and all necessary permission and Sanction from different appropriate authorities from time to time in connection with the construction of the building and also pursuing and following up the matters with the Khardah Municipality and other authorities and for sell of flats (except Owners' Allocation) in that connection only together with the right to sewer affidavit.

6. That the Developer shall be entitled to hang any signboard or make any publicity towards booking of flat in the proposed building without any objection demand or claim from the land owners.

7. The party of the Second Part shall pay the Municipal and other Government rents and taxes from the date of getting possession for the First Party, it is made clear that only for land the First Party shall be bound to pay the said outstanding dues till the date of making over possession in favour of the Developer.

Namita Bhattacharya

Sankar Chandra Verdy

Sankar Chandra Verdy

Achint Chakrabarti

S. S. ENTERPRISE
Subrata Mondal

Partner

S. S. ENTERPRISE
Saijith

Partner

8. All other flats and garages of the proposed building to be constructed by the Second Party save and except the Owners' Allocation mentioned in the para No. 3 shall be disposed of by the Second Part to the prospective buyers at any consideration or price which shall be at the sole discretion of the Second Party to which the First Party shall not be liable for payment in any manner whatsoever. The First Party shall co-operate in selling the Other flats in each and every manner the Second Party shall desire from time to time and all times till disposal of flats and garages.
9. The Second Party and / or prospective buyer shall bear all statutory liabilities required standing over possession of the other flats as shall be payable to the Government and First Part shall not be responsible for the same in any way manner whatsoever.
10. The Second Party shall be at liberty to negotiate for sale the balance portion excluding Owners' Allocation as above, of the proposed building to be constructed upon the said land with any prospective buyer or buyers before or in course of construction together with proportionate share of land on which the said multi-storied building will be constructed as such consideration and on such terms and conditions and with such person or persons as the Second Party shall think fit and proper and the First Party, shall at the request of the Second Party, execute and register the Deed of Conveyances in respect of the proportionate share of the said land only to and in favour of the person or persons or the nominee of the Second

S. S. ENTERPRISE
Subarna Mondal

Partner

S. S. ENTERPRISE
Sabi Ghosh

Partner

Nanita Bhattacharya

Sambra Chakravarty

Savitri Chakravarty

Ashmit Chakravarty

Party. It is clearly agreed and declared that consideration money for such transfers, as aforesaid including earnest money or initial payments or part payments thereof shall be received by and belong absolutely to the Second Party which will be solely declared by the Developer.

11. The Second Party shall be entitled to enter into and sign all agreements and documents as may be required for the purpose of the proposed building including flats, spaces, units or apartments save and except of First Parties allocated portion mentioned in Clause 3 or for sale of the same on such terms and conditions and for such consideration as the Second Party shall think fit and proper and the First Party undertake to give the Developer or Developer's agent, a General Power of Attorney.

12. The First Party shall have no right or power to terminate this Agreement provided the Second Party would be violate any of the terms and conditions contained in this Agreement.

13. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expenses shall be borne exclusively and paid by the Second Party, their nominee or nominees and / or prospective buyers.

14. The Second Party shall at its own costs construct, erect and complete the building with qualitative materials at the place mentioned above after obtaining the Sanction Plan with such materials and with such specifications as may be recommended by the technical person from time to time.

Nanita Bhattacharya .

Saminan Chakravorty

Saminan Chakravorty

Ashmit Chakravorty

S. S. ENTERPRISE
Subahan Monday

Partner

S. S. ENTERPRISE
Saminan Chakravorty

Partner

15. The Second Party shall install, erect in the said building at its own cost like as pump sets, tube well water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential building having self contained apartment and considered for sale of flats therein on ownership basis as mutually agreed.

16. The Second Party shall be authorized by the Owners for the construction of the building to apply for and obtain temporary and permanent constructions of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

17. In case of any dispute the Owners shall approach an Arbitrator to be appointed jointly.

18. All costs, charges and expenses including fees of the technical person shall be discharged and paid by the Second Party; the First Party hereto shall have no liability or responsibility in this context in any manner whatsoever.

19. As soon as the building is habitable the Second Party shall handover the Owners' Allocation mentioned in the Schedule 'B' hereunder written. Then the Second Party shall be at liberty to give possession to other prospective buyers or tenants without any consent of the First Party. The Owners shall be exclusively responsible for punctually and regularly payment of all taxes, rates, duties as per their proportionate share. The prospective buyers shall pay their proportionate share of the said rates

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Subarna Mondal

Partner

S. S. ENTERPRISE
Sabit Ghosh

Partner

Nanita Bhattacharya

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Savitri Anand, Ashmit Chakraborty

from the date of possession and / or registration whichever is earlier to the Developer herein with proper receipt.

20. As and from the date of service of notice of possession of the Owners' Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Second Party its nominee, assignee or prospective buyers the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owners' Allocation, such charges are to include proportionate share of premises for the insurance of the building, water, fire and scavenging charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways parkways and other facilities whatsoever as may be mutually agreed from time to time.

21. The Owners shall not do any act deed or thing whereby the Developer shall prevented from construction and completion of the said building.

22. The Developer herein shall demolish the existing structure at its own cost and the materials of the said demolished building shall be taken by the Developer.

23. The Owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership

Saminon Chakraborty

Singh Chakraborty

Adhrit Chakraborty

Namita Bhattacharya .

S. S. ENTERPRISE
Subrata Mondal

Partner

S. S. ENTERPRISE
Sally Binion

Partner

between the Developer and the Owners or as a joint Venture between the parties hereto constituted as Association of persons.

24. It's understood that from time to time to facilities the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owners doth hereby undertake further that they will do all such acts, deeds, matters and things and shall execute any such additional Power of Attorney and / or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign, execute all such additional development agreement, applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or go against the spirit of the presents.

25. In the event of the owners committing breach of any of the terms and conditions herein contained or making willful delay in allowing the Developer to develop the said premises as hereinbefore stated, the Developer shall be entitled to get payments for damages and compensation from the owners and the owners shall be liable to pay such losses and compensation as shall be determined by the Arbitrator provided however if such delay shall continue for a period of 6(six) months then in that event in addition to any other right which the developer shall be entitled to sue the owners

S. S. ENTERPRISE
Subrata Mondal

Partner

S. S. ENTERPRISE
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Partner

Namita Bhattacharya

Samintra Chatterjee

Sajida Chatterjee

Ashmita Chatterjee

for specific performance of this Agreement or to rescind or cancel this agreement and claim refund of all the moneys paid and spent by the Developer for employing its obligations under these Agreement and also such losses and damages which the developer may suffer and / or incur for entering into this Agreement.

26. The construction of the proposed building should be certified by the Structural Engineer in question of fitness of the proposed building.

27. That land owners will get four flats measuring about covered area 800 Sq.ft. (each flats) along with proportionate share of stair case landing, roof, lift, lift room, entrances to and exists from the said building and main gate, water, sewerage, proper drainage and outlet to the building electrical wiring, Pump, motor, pipes and all apparatus and installations, underground and overhead water reservoir and other common parts, areas, equipments, fixtures fittings and space area. The staircase area shall be distributed proportionate with the flat area of the each floor.

28. The owners hereby covenants with the developer that the legal heirs of both the parties are bound to abide by the terms and conditions of this development agreement.

- COMMON RESTRICTION -

The Owners' Allocation in the proposed building be subjected to the same restrictions and use as are applicable to the Second Parties allocation in the building intended for common benefits of all occupiers of the building which shall including the following :-

1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and

Namita Bhattacharya .

Amrta Chatterjee

Soumitra Chatterjee
Nehit Chatterjee

S. S. ENTERPRISE
Subhan Mondal
Partner

S. S. ENTERPRISE
Smita Ghosh
Partner

immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the occupants in this behalf.
3. Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory bodies and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.
4. The said properties have not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax.
5. The Owners shall answer the requisition on title within one week from the date of the receipt of the said requisition on title from the Advocate or Solicitors for the Second Party as and when required.
6. The Second Party hereby agrees and covenants with the Owners to complete the construction of the building within 30 (thirty) months from the date of Sanctioned Building Plan.
7. The Developer and the Owners doth hereby agrees that in case of any unforeseen happenings such as non-availability of basic raw materials for the construction work, non-availability to masons and laborers, strikes local and national disturbances, riots, natural calamities like flood, earthquakes, etc and for any

Namita Bhattacharya

Sanjivani Construction

Sanjivani Construction

Adhigat Chakrabarti

S. S. ENTERPRISE
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Partner

S. S. ENTERPRISE
Santosh

Partner

other such types of reasons which are not under the control of the Developer herein, the period of 30 (thirty) months within which the construction work is to be completed may be extended such further period of 6 (six) months.

8. Immediately upon the Second Party obtaining possession of the said land and building plan the Second Party shall be entitled to start construction of the said building at the said premises and the First Party shall not prevent the Second Party from making construction of the proposed multi-storied building and completion thereof.

9. The Developer herein shall have every right to amalgamated the said plot to any other plot or plots for construction of the proposed building in that case the Owners shall have right to create any objection.

10. The name of the building shall be given by the Second Party in the due course in its absolute discretion and the Owners will not raise any objection thereof.

11. That in case variation arise to the measurement of the said areas in that event Owners and / or Developer shall pay / get the price on marketable rate per Sq.ft. of such variation.

12. It is made clear that the Owners and developer shall have no right to construct another floor on the top floor of the proposed building after it's construction and the said top roof shall be used by the Co-owners of the said building commonly.

S. S. ENTERPRISE
Subrata Mondal

Partner

S. S. ENTERPRISE
Santosh Mondal

Partner

Namita Bhattacharya

Sanjan Chakravarti

Sanjay Datta

Ashmit Chakravarti

SCHEDULE- A
(Description of Property)

ALL THAT piece and parcel of land measuring an area of 10 Cottahs 08 Sq. Ft. more or less which is lying and situate at Mouza Rahara, J. L. No. 3, R. S. No. 61, Touzi No. 184-190, comprised and contained in R.S. Dag No. 610 under R.S. Khatian No. 179 corresponding to L.R. Dag No. 1510 under L.R. Khatian No. 5468, 3227, 3111 & 141 within the limit of Khardah Municipality being holding No. 230/125, New Colony under Ward No. 11, P.S. Khardah within the jurisdiction of A. D. S. R. Office at Barrackpore presently Sodepur in the District North 24-Parganas and the said property is butted and bounded by:

ON THE NORTH : Land of Titagarh Municipality.

ON THE SOUTH : 1'6" Common Drain & thereafter 12 ft. Common Passage.

ON THE EAST : 1'3" Common Drain and thereafter Plot No. 'J', 'K' & 'L'.

ON THE WEST : Plot No. 'G' & 'H'.

Namita Bhattacharya

Savitri Anand

Savitri Anand

S. S. ENTERPRISE
Subaran Mondal

Partner

S. S. ENTERPRISE
Savitri Anand

Partner

SCHEDULE -"B"
(Owner's Allocation)

The Land Owners' will be entitled to get as follows :-

a) **The land owners namely**

- i) Sri Samiran Chakraborty will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the Third floor, South – East facing.
- ii) Sri Abhijit Chakraborty will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the Third floor, South – West facing.
- iii) Sri Sanjiban Chakraborty will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the Second floor, South – East facing.
- iv) Smt. Namita Bhattacharya will get a self contained residential flat measuring about 800 Sft. Covered area more or less on the First floor, South – West facing.

b) An amount of Rs. 48,00,000/- (Rupees forty eight lakhs) only against the owners' Allocation and the same would be paid by the Developer to the Owners after Plan Sanctioned from Khardah Municipality in the manner as follows:-

- | | |
|--|-----------------|
| i) At the time of execution of this Agreement | Rs. 1,00,000/- |
| ii) At the time of plinth casting | Rs. 11,00,000/- |
| iii) Within Six month from the Building Sanction Plan | Rs. 12,00,000/- |
| iv) Within Eight month from the Building Sanction Plan | Rs. 12,00,000/- |
| v) Last & final Payment within Twenty Four month from the Building Sanction Plan | Rs. 12,00,000/- |

Namita Bhattacharya.

S. S. ENTERPRISE
Subrata Mondal

Partner

S. S. ENTERPRISE
Savitri Gopinath

Partner

Samiran Chakraborty

Sanjiban Chakraborty

Abhijit Chakraborty

SCHEDULE - "C"

(Type of Construction and Specification)

Foundation	:	RCC formed structure with anti-termite treatment in foundation, cement used: Ambuja.
Brick Work	:	Outside 8" wall, common wall 5" and flat inside wall 3".
Doors & Hardware	:	Quality wooden frames of Shal with main door of Gamari wood with eye hole and all inside doors are flash door with primar.
Internal Wall	:	Inside Putty
Common Area	:	All common areas are showshame
Outside Wall	:	Colour
Building Outside	:	Ground Net / Cemented Plaster
Staircase & Passage	:	Marble and passage K.G. Marble
Roof Treatment	:	Half Polish
Windows	:	Aluminum sliding windows with clear glass and grill with primar
Flooring	:	Marble (Maroyare 2ft X 2ft) in bed rooms/ living / dining. Marble in Kitchen and toilet also.
Kitchen Counter	:	Black stone and green polish with stainless steel sink. Wall tiles upto 2.5 feet height above counter.
Dining	:	One basin in living and dining.
Balcony	:	With half grill.
Toilets	:	Hot and Cold water lines with C. P. V. C. pipes and tiles up to 5.5 ft. and both toilet with white commod and 4 ft. by 4ft. banker in common toilets.
Water Points	:	a) 4 points on Common toilet b) 3 points on attached toilet,

S. S. ENTERPRISE
Subhan Monday

Partner

S. S. ENTERPRISE
Sahib Ghossein

Partner

Namita Bhattacharya

Sanjiv Chakravarti
Sanku Chakravarti
Akhil Chakravarti

Somnron Chakravarty

Saikhun Barmal

Ashmit Chakravarty

- c) 2 points on Kitchen,
- d) 1 point on Balcony,
- e) 1 point on living cum dining room

All taps will be Desons Brand

Elevator : Passenger lift (4 Heads).

Electrical :

- a) Concealed copper wiring with standard switches.
- b) TV, Telephone point & Washing Machine Point in living cum dining room.
- c) Two light points, one fan point, one 5AMP point in each bed room.
- d) One 15 AMP geyser point in common toilet.
- e) Exhaust fan and one 5 AMP point in attached toilet.
- f) One 15 AMP & one 5 AMP point and exhaust fan point in Kitchen
- g) One A. C. Point in master bed room
- h) Modern MCB Box.
- i) One 5 AMP point at Balcony
- j) One Light Point and Calling Bell point outside of the main door.

Water supply : Under Ground and over head storage tanks of suitable capacity. Bore well will be available as on auxiliary water supply.

Drainage : Waste water outlet to be connected with Municipality drainage system.

Landscape : Professionally designed.

Facilities : Common toilets for staff and security on the Ground Floor.

Parking space : Two wheeler parking space on the back side of the building with tin shaded roof and grill structure.

S. S. ENTERPRISE
Subaran Mondal

Partner

S. S. ENTERPRISE
Saidi Binow

Partner

Saminon Chakraverty

Saminon Chakraverty

Abinjit Chakraverty

SCHEDULE - "D"

(Specification of Common Use Items And Area)

COMMON PORTIONS AS ARE COMMON BETWEEN THE CO-OWNERS OF THE PREMISES:

1. The foundation columns, girders, beams, supports main walls, stair case landing, roof, lift, lift room, entrances to and exists from the said building and main gate.
2. Installation of common services such as water, sewerage, proper drainage and outlet to the building electrical wiring
3. Light arrangements at the main gate, passages, stair case, staircase landings, etc. of the Building.
4. Pump, motor, pipes and all apparatus and installations in the building for common use,
5. Underground and overhead water reservoir.
6. Such other common parts, areas, equipments, fixtures fittings and space in or about the building as are necessary for passage to or uses and occupancy of the units in common.

S. S. ENTERPRISE
Subarun Mondal

Partner

S. S. ENTERPRISE
Sabit Ghosh

Partner

Namita Bhattacharya

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of:

WITNESSES:

1. Anubam Chakraborty
230/125 Paschimpara.
Rahara, 24 PHS(N).

2. Bishu Das
B.K.P

1. Samiran Chakraborty

2. Sanjiban Chakraborty

3. Namita Bhattacharya

4. Abhijit Chakraborty

SIGNATURE OF THE OWNERS

S. S. ENTERPRISE

Sahil Biswas

Partner

S. S. ENTERPRISE

Subrata Mondal

Partner

SIGNATURE OF THE DEVELOPER

MEMO OF RECEIPT

RECEIVED a sum of Rs. 1,00,000/- (Rupees One Lakh) only in cash from the Developer as earnest/advance money herein in terms of this agreement as per memo below.

MEMO OF CONSIDERATION

By Cash:-

Rs. 1,00,000/-

(Rupees One Lakh only)

WITNESSES:

1. Anubam Chakraborty
230/125 Paschimpara.
Rahara, 24 PHS(N).

2. Alaka Chakraborty
230/125 Rahara Paschim
Para

KEA. 24 pgs.
Drafted by me

Mithu Ghosh

MITHU GHOSH

Advocate

Barrackpore Court

Enrollment No. WB-497/2000

Typed by me:

[Signature]

Abhijit Chakraborty

1. Samiran Chakraborty

2. Sanjiban Chakraborty

3. Namita Bhattacharya

4. Abhijit Chakraborty

SIGNATURE OF THE OWNERS

**OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS
D.S.R.-BARASAT & R.A.-KOLKATA**

1. STATUS: PRESENTANT
LEFT HAND FINGER PRINT NAME SALIL BISWAS

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Salil Biswas

2. LEFT HAND FINGER PRINT NAME SUBARAN MONDAL

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Subaran Mondal

3. LEFT HAND FINGER PRINT NAME SAMIRAN CHAKRAVORTY

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Samiran Chakravorty

4. LEFT HAND FINGER PRINT NAME SANJIB CHAKRAVORTY

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Sanjib Chakravorty

Om

Subaran Mondal

Samiran Chakravorty

Sanjib Chakravorty

**OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS
D.S.R.-BARASAT & RA.-KOLKATA**

1. STATUS : PRESENTANT
LEFT HAND FINGER PRINT NAME NAMITA BHATTACHARYA

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Namita Bhattacharya

2. LEFT HAND FINGER PRINT NAME ABHIJIT CHAKRABORTY

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Abhijit Chakraborty

3. LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Space for Photo

RIGHT HAND FINGER PRINT

SIGNATURE

4. LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Space for Photo

RIGHT HAND FINGER PRINT

SIGNATURE

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2019, Page from 29492 to 29534

being No 152400617 for the year 2019.



Digitally signed by INDRADIP GHOSH
Date: 2019.02.18 16:15:09 +05:30
Reason: Digital Signing of Deed.

(Indradip Ghosh) 18-02-2019 16:12:56
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed)