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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Q-2/31395/6

H 187357

18-11-22
23/11/22

Certified true Signature Sheet
Attestation of the documents

Shattari
Sub Dist. Sub. Registrar
UTTARPARA HOOGHLY

23 NOV 2022

DEVELOPMENT AGREEMENT

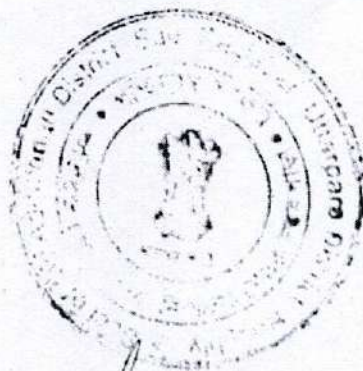
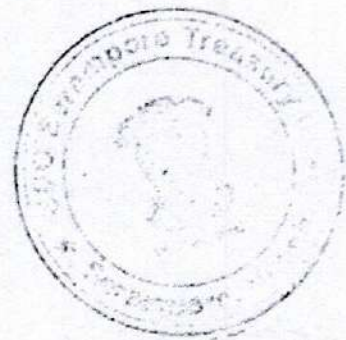
THIS AGREEMENT FOR DEVELOPMENT MADE THIS

23rd
..... day of November, 2022

BETWEEN

Contd...../2

908 11/11/2022
TAPAS CHAKRABORTY (Adv)
Serampore COURT
Serampore, Hooghly -
5000 (Five thousand only)
টাকা দেওয়ার : লী অফিসিয়ার স্টাম্প
নং : ১০০০০ এ. বি. নং - রেজিস্ট্রারি অফিস, কলকাতা, ইন্ডিয়া
১০০০০



Dist. Sub-Registrar
SERAMPORE, HOOGHLY

23 NOV 2022

1. SRI DINESH GHOSH, son of Late Radhashyam Ghosh, PAN No. BPXPG1224F, Phone no. 7439648168, Indian Citizen, by religion - Hindu, by occupation - Retired, residing at 37, B.B.D. Road, P. O. - Hindmotor, P. S. - Uttarpara, District - Hooghly, W.B., Pin - 712233, 2. SMT. SIKHA GHOSH, wife of Late Mahabir Ghosh, PAN No. DFSPG2976E, Phone no. 8013450206, Indian Citizen, by religion - Hindu, by occupation - Housewife, residing at 37/B, Battala Bye Lane 2, P. O. - Hindmotor, P. S. - Uttarpara, District - Hooghly, W. B., Pin - 712233, 3. SRI ARIJIT GHOSH, son of Late Mahabir Ghosh, PAN No. ASUPG0948B, Phone no. 8336918989, Indian Citizen, by religion - Hindu, by occupation - Service, residing at 37/B, Battala Bye Lane 2, P. O. - Hindmotor, P. S. - Uttarpara, District - Hooghly, W. B., Pin - 712233, 4. SMT. SADHANA GHOSH, wife of Sri Dinesh Ghosh, PAN No. BPXPG1223C, Phone no. 7044103801, Indian Citizen, by religion - Hindu, by occupation - Housewife, residing at 37, B.B.D. Road, P.O. - Hindmotor, P. S. - Uttarpara, Dist.- Hooghly, W.B., Pin - 712233, hereinafter called the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and/or assigns) of the ONE PART.

AND

"COZY CONSTRUCTION", (PAN No. AAOFC1695B), a Partnership Firm, having its registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, by faith- Hindu, by occupation- Business, PAN No. AGRPD2928H, residing at 303, B.B.D. Road, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin- 712233, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, Indian citizens, by caste Hindu, by occupation business, PAN No. AYZPK6585D, residing at Flat no.102, 1st floor, 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, Indian citizen, by caste Hindu, by occupation business, PAN No. AKFPD4568B, residing at 50/1, Kotrung Govt. Colony-2, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, PAN No. BKCP9476B, Indian citizen, by faith Hindu, by occupation business, residing at 120, B. B. D. Road,

Contd....3

P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin 712233, 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, PAN No. AFUPG6693L, Indian citizen, by faith Hindu, by occupation business, residing at 125/B, Bireswar Banerjee Street, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly, Pin 712232, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes its heirs, legal representatives, successors - in- interest, executors, administrators and/or assigns) of the OTHER PART.

WHEREAS ALL THAT piece and parcel of Bastu Land measuring 4 Cottahs 10 Chittacks be the same or a little more or less comprised in R.S.Plot No.1193 under R.S.Khatian No.699, corresponding to L.R.Plot No.1897, under Khatian No.3683, situate and lying within Mouza - Kotrung, J.L.No.08, Sub-Registry Office at Serampore within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No.264, Battala Bye Lane, P. O. - Hindmotor, P. S. - Uttarpara, District - Hooghly, W. B., Pin - 712233 together with right to enjoy and use all roads and passages, was originally belonged to one Sri Shital Gayen, son of Late Dhananjay Gayen, who being absolute owner and possessor, mutated his name in the record of the Municipality and also in the record in Settlement and used to pay relevant taxes and khazana to the competent authority at a regular basis.

AND WHEREAS while in absolute possession the said Sri Shital Gayen sold and transferred the aforementioned land measuring 4 Cottahs 10 Chittacks be the same or a little more or less in favour of Sri Narayan Chandra Chowdhury, son of Late Nikunja Bihari Chowdhury, by virtue of a Deed of Sale duly executed on 22.01.1963 and registered with the Office of the Sub-Registrar at Serampore and duly incorporated therein in Book No.1, Volume No.105, in pages from 282 to 284, being No.9166 for the year 1963.

AND WHEREAS since purchase the said Sri Narayan Chandra Chowdhury being absolute owner and possessor, mutated his name in the record of the Uttarpara-Kotrung Municipality and his name has also been published in the record of rights as absolute owner and possessor and he used to pay relevant taxes and khazana to the competent authority at a regular basis.

AND WHEREAS while in peaceful absolute possession the said Sri Narayan Chandra Chowdhury out of his aforementioned entire property, sold and transferred

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a specific demarcated piece and parcel of land measuring 01 Cottah 03 Chittacks 15 sq. ft. be the same or a little more or less comprised in R.S.Plot No.1193 under R.S.Khatian No.699, situate and lying within Mouza – Kotrung, J.L.No.08, Sub-Registry Office at Serampore, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No.37, Battala Bye Lane-2 (formerly Municipal Holding No.264, Battala Bye Lane), P.O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter referred to as the 'First Premises' in favour of one Smt. Hari Dasi Ghosh, wife of Late Radheshyam Ghosh by virtue of a Deed of Sale duly registered with the office of the Sub-Registry at Serampore, Hooghly on 13.07.1984 and incorporated in Book No.1, Volume No.65, in pages from 250 to 255 being No.3225 for the year 1984 and delivered vacant possession of the same to her.

AND WHEREAS since purchase the said Smt. Hari Dasi Ghosh being absolute owner and possessor mutated her name in respect of the 'First Premises' in the office of the Uttarpara-Kotrung Municipality being Municipal Holding No. 37/C, Battala Bye Lane-2 (formerly Municipal Holding No.264, Battala Bye Lane), P.O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233 and she used to pay relevant taxes to the municipality and khazana to the Govt. at a regular basis. She constructed building thereon.

AND WHEREAS while having in possession in the aforesaid 'First Premises' said Hari Dasi Ghosh died intestate on 10th December, 2000 as widow leaving behind her two sons namely (i) Sri Mahabir Ghosh and (ii) Sri Dinesh Ghosh, respectively as her only legal heirs & legal representatives, who jointly inherited the aforesaid property being "First Premises" herein left by the deceased Hari Dasi Ghosh by virtue of law of inheritance as per provision laid down in Hindu Succession Act, 1956 having their undivided equal share within the said 'First Premises'. It is pertinent to mention that husband of deceased Hari Dasi Ghosh, namely Radheshyam Ghosh was predeceased to her.

AND WHEREAS while having in possession in the aforesaid property being 'First Premises', one of the Co-owners namely Mahabir Ghosh died intestate on 13th November, 2019 leaving behind him his wife and only son namely (i) Smt. Sikha Ghosh and (ii) Sri Arijit Ghosh, respectively as his only legal heirs & legal representatives, who jointly inherited the undivided half share of the aforesaid "First Premises" left by the deceased Mahabir Ghosh by virtue of law of inheritance as per provision laid down in Hindu Succession Act, 1956.

Contd....5

AND WHEREAS thus Sri Dinesh Ghosh, Smt. Sikha Ghosh and Sri Arijit Ghosh have become joint owners of the said 'First Premises' and they have mutated their names in the record of the Uttarpara-Kotrung Municipality being Municipal Holding No. 37/C, Battala Bye Lane-2, Ward No.7, P.O. – Hindmotor, P.S. – Uttarpara, District – Hooghly and their names have also been published in the L.R. Record of Rights and they have been paying relevant taxes and khazana to the competent authority at a regular basis.

AND WHEREAS Sri Dinesh Ghosh, Smt. Sikha Ghosh and Sri Arijit Ghosh, the owners no. 1, 2 & 3 herein, are jointly seized and possessed of or otherwise well and sufficiently entitled to All That Piese and Parcel of "bastu" land measuring 01 Cottah 03 Chittacks 15 sq. ft. be the same or a little more or less comprised in R.S. Plot No. 1193 under R.S. Khatian No. 699, corresponding to L.R. Plot No. 1897, under Khatian No. 3683, situate and lying within Mouza – Kotrung, J.L. No. 08, formerly under Additional District Sub-Registry Office, Serampore, presently under Additional District Sub-Registry Office, Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No. 37/C, Battala Bye Lane-2, P.O. – Hindmotor, ward no. 7, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter referred to as the 'First Premises' free from all encumbrances.

AND WHEREAS while in peaceful absolute possession the said Sri Narayan Chandra Chowdhury out of his aforementioned entire property, sold and transferred another specific demarcated piece and parcel of land measuring 01 Cottahs 10 Chittacks 25 sq. ft. be the same or a little more or less comprised in R.S. Plot No. 1193 under R.S. Khatian No. 699, corresponding to L.R. Plot No. 1897, under Khatian No. 3683, situate and lying within Mouza – Kotrung, J.L. No. 08, Sub-Registry Office at Serampore, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No. 37, Battala Bye Lane-2 (formerly Municipal Holding No. 264, Battala Bye Lane), P.O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter referred to as the 'Second Premises' in favour of one Smt. Sikha Ghosh, wife of Mahabir Ghosh by virtue of a Deed of Sale duly registered with the office of the Sub-Registry at Serampore, Hooghly on 13.07.1984 and incorporated in Book No. 1, Volume No. 65, in pages from 262 to 266, being No. 3227 for the year 1984 and delivered vacant possession of the same to her.

Contd....6

AND WHEREAS since purchase the said Smt. Sikha Ghosh being absolute owner and possessor mutated her name in respect of the 'Second Premises' in the office of the Uttarpara-Kotrung Municipality being Municipal Holding No. 37/B, Battala Bye Lane-2, Ward No.7, P.O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233 and her name has also been published in the L.R. Record of Rights. She constructed building thereon and has been paying relevant taxes and khazana to the competent authority at a regular basis.

AND WHEREAS Smt. Sikha Ghosh, the owner no. 2 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That Piece and Parcel of "bastu" land measuring 01 Cottahs 10 Chittacks 25 sq. ft. be the same or a little more or less with building standing thereon comprised in R.S. Plot No. 1193 under R.S. Khatian No. 699, corresponding to L.R. Plot No. 1897, under Khatian No. 3683, situate and lying within Mouza – Kotrung, J.L. No. 08, formerly under Additional District Sub-Registry Office, Serampore, presently under Additional District Sub-Registry Office, Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No. 37/B, Battala Bye Lane-2, P.O. – Hindmotor, ward no. 7, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter referred to as the 'Second Premises' free from all encumbrances.

AND WHEREAS while in peaceful absolute possession the said Sri Narayan Chandra Chowdhury out of his aforementioned entire property, sold and transferred another specific demarcated piece and parcel of land measuring 01 Cottahs 03 Chittacks 35 sq. ft. be the same or a little more or less comprised in R.S. Plot No. 1193 under R.S. Khatian No. 699, corresponding to L.R. Plot No. 1897, under Khatian No. 3683, situate and lying within Mouza – Kotrung, J.L. No. 08, Sub-Registry Office at Serampore, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No. 37, Battala Bye Lane-2 (formerly Municipal Holding No. 264, Battala Bye Lane), P.O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter referred to as the 'Third Premises' in favour of one Smt. Sadhana Ghosh, wife of Sri Dinesh Ghosh by virtue of a Deed of Sale duly registered with the office of the Sub-Registry at Serampore, Hooghly on 13.07.1984 and incorporated in Book No. 1, Volume No. 65, in pages from 267 to 271, being No. 3228 for the year 1984 and delivered vacant possession of the same to her.

AND WHEREAS since purchase the said Smt. Sadhana Ghosh being absolute owner and possessor mutated her name in respect of the 'Second Premises' in the

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office of the Uttarpara-Kotrung Municipality being Municipal Holding No. 37, Battala Bye Lane-2, Ward No.7, P.O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233 and her name has also been published in the L.R. Record of Rights and has been paying relevant taxes and khazana to the competent authority at a regular basis.

AND WHEREAS Smt. Sadhana Ghosh, the owner no. 4 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That Piese and Parcel of “bastu” land measuring 01 Cottahs 03 Chittacks 35 sq. ft. be the same or a little more or less comprised in R.S.Plot No.1193 under R.S.Khatian No.699, corresponding to toL.R.Plot No.1897, under Khatian No.3683, situate and lying within Mouza – Kotrung, J.L.No.08, formerly under Additional District Sub-Registry Office, Serampore, presently under Additional District Sub-Registry Office, Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No.37/B, Battala Bye Lane-2, P.O. – Hindmotor, ward no.7, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter referred to as the ‘Third Premises’ free from all encumbrances.

AND WHEREAS subsequently the said Sri Dinesh Ghosh, Smt. Sikha Ghosh, Sri Arijit Ghosh and Smt. Sadhana Ghosh, being the owners No.1, 2, 3 and 4 respectively herein for better commercial exploitation of their respective “First Premises”, “Second Premises” and “Third Premises” (which is adjacent and contiguous to each other), by way of construction of multi-storied building have jointly decided to amalgamate the same into a single premises in the record of the Uttarpara-Kotrung Municipality which contains a land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less together with two storied building having covered area of 3452 sq. ft. standing thereon comprised in R.S. Plot No.1193 under R. S. Khatian No.699 corresponding to L.R. Plot No.1897 under Khatian No.9715, 9698, 9716 and 9697, situated and lying within Mouza – Kotrung, J. L. No.8, formerly under A.D.S.R Office at Serampore presently under A.D.S.R Office at Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality, being Municipal Holding No.37, 37/B and 37/C, Battala Bye Lane 2, P.O. – Hindmotor, Ward No.7, P.S. – Uttarpara, District – Hooghly, Pin – 712233, hereinafter referred to as the “Said Premises”, which are morefully and particularly described in the **“A” SCHEDULE OF PROPERTY** written hereunder free from all encumbrances by paying relevant taxes to the Municipality and khazana to the Govt. at a regular basis.

Contd....8

AND WHEREAS the owners have jointly expressed their intention to develop the "A" Schedule of Property by constructing multi-storied building according to building plan to be sanctioned by the Uttarpara-Kotrung Municipality.

AND WHEREAS the developer herein has requested and approached the owners for construction of the proposed multi-storied building as per desire of owners according to building plan to be sanctioned by the concerned municipality and as per the terms and conditions contained hereunder.

AND WHEREAS the Owners herein, are desirous to construct building on the said premises by and through Developer the party hereto of other part, who is engaged in the business of construction of building and which scheme of construction has been agreed and accepted by and between the parties hereto on the terms and conditions stated hereunder.

AND WHEREAS the owners have agreed to authorize and appoint the developer herein for developing the "A" Schedule of Property and to construct multi-storied building thereon (ground + upper floors) as per the terms and conditions mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES herein as follows: -

ARTICLE - I DEFINITION

In these presents unless there is something in the context repugnant to or inconsistent with:-

1.1 OWNERS shall mean 1. SRI DINESH GHOSH, son of Late Radhashyam Ghosh, 2. SMT. SIKHA GHOSH, wife of Late Mahabir Ghosh, 3. SRI ARIJIT GHOSH, son of Late Mahabir Ghosh and 4. SMT. SADHANA GHOSH, wife Sri Dinesh Ghosh and/or their legal heirs and legal representatives.

1.2 DEVELOPER shall mean "COZY CONSTRUCTION", a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, 3. SRI RAJIB DHAR, son of Sri Bishnu

Contd....9

Narayan Dhar, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, and 5. SRI ARUP GHOSH, son of son of Late Nemai Ghosh and it's Successors-in-office, heirs, heiress, and legal representatives.

1.3 TITLE DEED shall mean the Deed of Sale being No.3225 for the year 1984, being No.3227 for the year 1984 & being No.3228 for the year 1984.

1.4 PREMISES shall mean All that piece and parcel of bastu land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less together with two storied building having covered area of 3452 sq. ft. standing thereon comprised in R.S. Plot No.1193 under R. S. Khatian No.699 corresponding to L.R. Plot No.1897 under Khatian No.9715, 9698, 9716 and 9697, situated and lying within Mouza – Kotrung, J. L. No.8, formerly under Sub-Registry Office at Serampore presently under Sub-Registry Office at Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality being Municipal Holding No.37, 37/B and 37/C, Battala Bye Lane 2, P.O. – Hindmotor, Ward No.7, P.S. – Uttarpara, District – Hooghly, Pin – 712233, which is morefully and particularly described in the 'A' SCHEDULE OF PROPERTY written hereunder.

1.5 NEW BUILDING shall mean and include the proposed multi-storied building (Ground + upper floors) to be constructed over the "A" Schedule of property.

1.6 COMMON FACILITIES AND AMENITIES shall include Corridors, roof, Lift, stair, Stairways, Passage ways, Septic Tanks, Deep Tube-well, Overhead Water Tank, Water Pump and Motor, Entrance & Exit, Rain water pipes and other facilities, morfully described in the "D" Schedule hereunder written, which may be decided by the Developer and required for the establishment location enjoyment provisions maintenance and/or management of the new building and amenities like sanitary water connection, electric connection, which will be in common to the other Co-owner of flats of the said premises.

1.7 SALEABLE SPACE shall mean the space in the new building available for independent use and occupation with due provisions for common facilities and amenities and the space required therefore.

1.8 OWNERS' ALLOCATION:-

(i) Within the proposed new building (G+ upper floors) to be constructed over the 'A' Schedule of Property the Developer shall deliver to the owner herein 50 (Fifty) % constructed covered area in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less, described in

Contd....10

the "A" Schedule hereunder out of the total constructed area to be constructed over the 'A' schedule of property. The developer shall deliver and owner shall get said 50 (Fifty) % constructed covered area in proportionate to their "A" Scheduled mentioned land in respect of their share or allocation together with all common facilities and amenities in the new building to be constructed over the 'A' Schedule of property, which will be delivered by the developer to the owner on or within 24 months from the date of sanction of building plan. Frontage on ground floor facing north shall be distributed between the owners and developer in equal share.

The parties have agreed that the Developer shall be exclusively entitled the First floor and Fourth floor of the building and 50% distinct share of the ground floor AND the Owners shall be exclusively entitled to the Second floor and Third floor and the 50% distinct share on the ground floor, which shall consists of six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces and the same will be delivered by the developer to SRI DINESH GHOSH, 2. SMT. SIKHA GHOSH, 3. SRI ARIJIT GHOSH, and SMT. SADHANA GHOSH, being the owner no(s). 1, 2, 3 & 4 herein in respect of their share or allocation in the following manner :-

- i) One flat on Third floor consisting of three bed rooms, one dining cum living hall, two balconies, one kitchen & two toilets to the owner no(s).1 & 4 herein.
- ii) One flat on Third floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s).1 & 4 herein.
- iii) One flat on Third floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s).1 & 4 herein.
- iv) One flat on Second floor consisting of three bed rooms, one dining cum living hall, two balconies, one kitchen & two toilets to the owner no(s).2 & 3 herein.
- v) One flat on Second floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s).2 & 3 herein.

Contd....11

vi) One flat on Second floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s). 2 & 3 herein.

vii) One shop room facing North side of Ground floor to the owner no(s).1 & 4 herein.

viii) One shop room facing North-East corner/side of Ground floor to the owner no(s).2 & 3 herein.

ix) One shop room facing East side of Ground floor to the owner no(s). 1, 2, 3 & 4 herein.

x) One parking spaces for parking of four wheelers on Ground floor to the owner no(s). 1, 2, 3 & 4 herein.

xi) One parking spaces for parking of four wheelers on Ground floor to the owner no(s). 1 & 4 herein.

xii) One parking spaces for parking of four wheelers on Ground floor to the owner no(s). 2 & 3 herein.

xiii) The aforesaid six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces, which have been mentioned hereinabove as well as mentioned in the "B" SCHEDULE written hereunder, will be constructed with specifications as mentioned in the "D" Schedule written hereunder.

(xiv) As soon as the Building Plan is sanctioned the parties shall delineate and demarcate the respective shares on a photocopy of the sanctioned plan. The Owner's Allocation shall be marked in Red, the Developer's Allocation shall be marked in Green. Both parties shall sign and endorse the said demarcated photocopy of the plan. The same procedure shall be followed for any amended or corrected plan. Such plan shall be an integral part of this agreement and shall be conclusive proof of the respective allocations.

(xv) The aforesaid Owners' allocated 50 (Fifty) % constructed covered area consisting of six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less, described in the "A" Schedule hereunder in the new building to be constructed over the 'A' Schedule of property will be delivered by the developer to the owners on or within 24 (Twenty Four) months from the date of sanction of building plan. In case of

Contd....12

failure on the part of the Developer to deliver the Owners' allocation to the owners within the time as stated aforesaid for non-completion of the construction work in that event if any further time is to be required, the developer shall request the owners for extension of time in writing and if further time is required for completion of the entire construction work, in that event the owner and developer shall mutually extend further time of three months for completion of the construction work of owner' allocated area.

(iv) In addition to the aforementioned 50 (Fifty) % constructed covered area six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less, described in the "A" Schedule hereunder, the Developer shall also pay Rs.20,00,000/- (Rupees Twenty Lakhs only) to the owners herein as not adjustable amount in the following manner :-

(a) Rs.10,00,000/- (Rupees Ten Lakhs only) will be paid at the time of registration of Development Agreement and Power of Attorney.

(b) Rs.10,00,000/- (Rupees Ten Lakhs only) only will be paid by the Developer to the Owners at the time of demolition of existing old building on "A" Schedule mentioned land.

© The aforesaid amount shall not be adjusted from the owners' allocated area.

1.9 DEVELOPER'S ALLOCATION shall mean rest and balance constructed covered area of the total constructed area in the new building to be constructed over the "A" schedule of property along with undivided proportionate share of the land with all common areas and facilities excluding the owner's allocated 50 (Fifty) % constructed covered area consisting of six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less as mentioned in clause 1.8 (i) to (xii) hereinabove.

Contd....13

1.10 THE ARCHITECT shall mean such person as may be appointed by the Developer who shall be in charge of the proposed building to be constructed.

ARTICLE- II: COMMENCEMENT

2.1. This agreement shall deem to have been commenced from this 23rd day of November, 2022.

ARTICLE-III: OWNERS' RIGHT AND REPRESENTATION

3.1 The owners are jointly seized and possessed of or otherwise well and sufficiently entitled to all that the "A" schedule of property hereunder and have agreed to make over and deliver to the Developer the said property for the purpose of construction.

3.2 There is no excess vacant land in the said premises.

3.3 That there is no other suit or proceedings regarding title or affecting the Title Deed in respect of the property or any part thereof. There are no other legal claimants of the "A" schedule of property.

3.4 That the owners have not entered into any agreement for Sale, Development, Lease, Transfer or any arrangement with any other Person or person for the development of the said premises save and except these presents, in respect of the property described in the "A" schedule hereunder.

3.5 That the owners declare that save and except them, there are no other legal claimant or share holder of the property described in the "A" schedule hereunder. If in future any legal claim will be arisen in connection with the "A" Schedule property, in that event the said owners shall be legally liable for the said claim and solve the same at their own cost.

3.6 The Developer has verified all the title deeds and all the papers of "A" Schedule property.

ARTICLE-IV: DEVELOPER'S RIGHT

4.1 That the owners hereby grants subject to what has been hereunder provided, exclusive right to the Developer to built upon and to develop commercially the said land and construct the new building thereon in accordance with the plan or plans to be sanctioned by the Uttarpara-Kotrung Municipality with or without any amendment

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and/or modification thereto made or caused to be made by the Developer.

4.2 That all applications and other papers and plans and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the Municipal authorities concerned shall be prepared and submitted by the Developer with the approval of and/or on behalf of and in the name of owners at the costs and expenses of the Developer, who shall pay and bear all fees, penalties, charges and expenses including Architect's fees, charges and expenses to be paid or deposited for erection and construction of the new building over the "A" Schedule of Property PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposit made by the Developer. However if necessary, the owners shall sign and execute all necessary papers and documents required to obtain such sanction.

4.3. That the Developer is hereby entitled and authorized by the owners to develop the said premises thereof for the purpose of development by erecting the new building thereon and shall sell the same to the different intending purchasers except the owners' allocated area.

ARTICLE-V: SPACE ALLOCATION

5.1 Within 24 months from the date of execution of this development agreement, the Developer shall deliver the owners' allocated area as described in Clauses 1.8. here in above.

5.2 That the developer is entitled to dispose, sale, or otherwise deal with the developer's allocated area as mentioned in Clause 1.9 hereinbefore in the new building.

5.3. That the Developer shall be entitled to register or transfer or assign his allocated portion to any third party and the Developer is entitled to enter into agreement for sale in respect of his allocation and further shall be entitled to receive all advances and full consideration from the said Developer's allocated area by virtue of power of attorney hereby to be granted or conferred by the owners in favour of the developer separately.

5.4. That so far as necessary all dealings by the Developer in respect of the new building shall be in the name of the owners for which purpose the owners shall grant and or execute the power of attorney in favour of the developer in a form and manner separately. It being however, that such dealing shall not in any manner fastens or

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creates any financial liability upon the owners or effect right, title or interest of the owners' property or owners' allocation in the new building over the 'A' schedule of property.

5.5. That the owners undertake that the Developer shall be entitled to sale developer's allocation by the Power of Attorney to be granted by the owners in favour of the developer in terms of this agreement.

ARTICLE-VI: GENERAL

6.1 The owners hereby shall grant and or execute the power of attorney mentioned hereinafter as required for the purpose of obtaining of sanction of further building plan or revised plan with the formal consent of owner and all necessary permission and sanction from different authorities including sale right along with construction right and all other right to complete the entire project.

6.2. That the owners shall arrange two number of separate rented accommodation for their alternative temporary accommodation, where they shall shift temporarily till date of delivery of their respective allocated area and shall deliver vacant possession of the 'A' schedule property to the developer within 30 days from the date of this agreement. However the developer shall provide monthly rent at the rate of Rs. 16,000/- (Rs.8,000/- X 2) per month for the said two number of separate rented accommodation within 10th of every English calender month to the owners herein till date of delivery of their allocated area as mentioned above.

6.3. That the developer shall be entitled to amalgamate adjacent holdingssituated on the Southern side with the "A" Schedule property written hereunder into a single premises and after getting vacant possession from the ownersherein and also from owners of adjacent holdings and after sanction of building in respect of the said amalgamated holding, the Developer at his own cost shall demolish the existing building and shall construct, erect and complete the new building over the "A" schedule of Property as well as said amalgamated holding in accordance with the building plan with good and standard materials including the portion of the owners' allocation as mentioned in clause 1.8 herein above. The developer shall be entitled to all building materials to be obtained and or arising out after demolition of the existing building. In the event of amalgamation, the owners shall be entitled to 50 (Fifty) % constructed covered area consisting of six (6) nos. self-contained residential flats,

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three (3) shop rooms and three (3) parking spaces in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less as mentioned in clause 1.8 hereinabove and also in the "B" Schedule of property but shall not be entitled to claim extra area or money in respect of the amalgamated area.

6.4 That the developer shall install, erect the said new building at his own cost as per specification mentioned in the "C" Schedule of property hereunder such as pump, deep tube-well, overhead reservoir, electrification, permanent electric connection from C.E.S.C., lift, staircase, lobbies, main entrance and exit, rain water pipes, septic tanks, outside plaster with colour and such other common works in the new building.

6.5 The developer will pay all rates and taxes of the said new building and the owners shall not be responsible or liable for the said taxes or rates in respect of the Developer's allocation. However the developer shall be liable to pay all rates, taxes, khazana after vacate the "A" schedule of property.

6.6. That as soon as the building is completed, the Developer shall give written notices to the owners requiring to take possession of the Owners' allocated area as described in Clauses 1.8. herein above in the building in terms of this agreement and since date of service of such notice and all times thereafter the owners shall be responsible for payments of municipal taxes in respect of the Owners' allocated area as described in Clauses 1.8. here in above.

6.7. That on and from the date of handing over of possession to the owners in respect of their allocation, the owners shall be responsible to pay and bear and shall forthwith pay on demand the proportionate service charges for common facilities in the said building at the rate which will be decided by the developer in every month for each flat and each garage room till date of formation of flat owners' association and such charges to include all maintenance, repair and renovation of the common facilities of the building and/or all common wiring pipes, electrical, mechanical equipments and other electrical and installations appliances and equipments, and other common facilities whatsoever as may be agreed from time to time. From the date of such possession, the owners shall be liable to pay and agree to pay Municipal Taxes and other taxes, and all other outgoings payable presently or which may be imposed in future by the govt. authority or any competent authority in respect of their allocated portion only. Upto date of handing over possession of the aforesaid two flats and one garage, the developer shall be liable to pay all taxes. However the owners shall be liable to pay service tax if applicable as per govt. rules as amended up to date.

Contd....17

6.8 That the owners shall deliver all original Title Deeds and other original papers in respect of the said premises to the Developer, who shall hold and keep the same. If the owners will require the aforesaid original Title Deeds and other original papers, in that event the developer shall deliver the said documents to the owners for temporary period. After completion of the entire project including sale as well as registration of entire developer's allocated area, the developer shall return back the said documents to the owners.

6.9 That the Developer shall not use or permit to use in the new building or any portion thereof for carrying of any obnoxious, illegal or immoral trade for activities and shall not use for any purpose, which may cause any nuisance, hazards to the owners or the co-purchasers of the new building.

6.10. That both the owners and developer shall abide by all laws, by-laws, rules and regulations of the Govt., local body as the case may be.

6.11. No goods or other items shall be kept by any of the occupiers of the building for display or otherwise in the corridor or other places of common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridor and other places of common use in the new building and in the case of any hindrance is caused the Developer shall be entitled to remove the same at the risk and cost of the said apartment owners save and except disc antennae on the boundary wall of the roof.

6.12 That the owners hereby undertake that the Developer shall be entitled to the Developer's allocation and shall enjoy the allocation space without any interference and/or disturbances provided the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.

6.13 That the Developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relative to the construction of the said new building.

6.14 That the Developer, hereby undertakes to keep the Owners indemnified against all case, actions, suits, costs, accidents, proceedings and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein. For any matter raised under this clause, only developer will be sole responsible to solve the matter. That the Developer shall be liable for all accidents, case arising out during construction work and the owners shall not be liable for that.

6.15. In case of Force Majeure, the owners agree that the time stipulation for delivery

Contd....18

of possession of apartment to them as stated in clause 1.8 herein above, is subject to force majeure which inter-alia includes delay on account of non availability of steel and/or cement and/or other building materials or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the developer, civil commotion, or by a reason of war, or enemy action or earthquakes or any act of god, delay in certain decision/clearance from statutory bodies, or any notice, order, rules or notification of the government and/or other public or competent authority or for any other reasons, beyond the control of the Developer and in any of the aforesaid events of the developer shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment. The developer reserves the right to alter or vary the terms and conditions of allotment in the event of arising such contingencies and if the circumstances is beyond the control of the developer, the Developer may suspend the scheming for such period as it may consider, expedient and the owners agree/agrees that in such an event no compensation of any nature whatsoever will be claimed by the owners for such delay/suspension.

6.16 That all disputes and differences arising amongst the parties either relating to the construction or any of the terms of these presents or otherwise relating to any act, deed or thing done or omitted to be done or otherwise arising out of or connected with these presents shall be referred to two arbitrators, one on behalf of the owners and the other be such person as be nominated by the Developer, who shall have summary powers and the decision of the arbitrators shall be conclusive and binding on all parties and such proceedings shall be governed by the Arbitration so appointed do not come to an unanimous decision the matter will be referred to an Umpire so nominated shall be conclusive and binding on all parties in dispute.

6.17. That the Owners and the Developers have entered into this agreement purely on a contract and nothing contained herein shall be deemed to construe as partnership between the owners and the Developer.

6.18. That it is hereby settled and agreed that the intending purchaser as a nominee of Developer shall be entitled to take and/or receive house building loan from the financial institution of Government or bank or Private Sector or from any Private Limited Company for purchase of flat/shop in the proposed multi-storied building by keeping developer's allocation as mortgage without creating any financial or any liability to the owners to which the owners including their heirs and successors have

Contd....19

full consent and shall not raise any objection thereto but the owners and their share /allocation in the said building shall remain indemnified and free and accordingly owners shall not be liable to this effect.

6.19 That the Developer shall deliver the owners' allocated area to the owners within the stipulated period of 24 months as mentioned herein above. In case of failure on the part of the Developer to deliver the owners' allocation to the owners within the time as stated aforesaid for non-completion of the construction work in that event if any further time is to be required, the developer shall request the owners for extension of time in writing and if further time is required for completion of the entire construction work, in that event the owners and developer shall mutually extend further time of three months for completion of the construction work of owners' allocated area. However the developer shall be liable to provide alternative accommodation as stated hereinabove for the said extended period.

6.20. That during the period of construction and after completion of the construction work the owners shall not be liable for any financial liability.

6.21. That the developer shall not enter into any agreement for sale with any persons relating to the owners' allocated areas as mentioned in clause 1.8 mentioned herein above. However the owners are entitled to enter into supplementary agreement if required in future, which shall be treated part of this agreement.

6.22 That the after execution of this agreement and during the period of construction, if any of the parties to this agreement unfortunately die, in that event the legal heirs of the said party shall comply the terms of this agreement and they shall execute supplementary development agreement and power of attorney either individually or jointly on the same terms appearing herein.

6.23. That the name of the building shall be choice of the developer.

6.24. That the owners shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building and shall render all co- operation and assistance to the developer as may be required from time to time for the purpose of construction and completion of the said building on "A" schedule of property.

6.25. That the owners shall use common area as mentioned in "C" Schedule written hereunder.

6.26. That the developer shall be entitled to construct room on the top roof of the proposed building but after construction, rest portion of the vacant roof shall be the common amongst all owners or occupiers of flat of the proposed building to be

Contd....20

constructed on the "A" Schedule of property. The owners shall have no claim neither over any constructed area on the rooms on top roof beyond the building plan nor they have any extra monetary claim from the developer.

6.27. That the owners shall grant and/or execute a separate development power of attorney in favour of the developer conferring all powers relating to development of the "A" Schedule of property by constructing multistoried building thereon together with right of sale of developer's allocated area to the different intending buyers and the said power of attorney shall be treated part of this Development Agreement. Be it noted that by virtue of the said power of attorney the said Developer shall not be entitled to sale or transfer or to enter any agreement for sale in respect any portion or part of Owner's allocated area as mentioned in clause 1.8 herein above.

ARTICLE-VII: CONSIDERATION

7.1 That as consideration of the "A" Schedule Property, the developer will deliver to the owners six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces and Rs. 20,00,000/- (Rupees Twenty Lakhs only) in manner as stated in clause 1.8 herein above of this Agreement. Save and except the aforesaid owners' allocated six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces and Rs. 20,00,000/- (Rupees Twenty Lakhs only) as stated in clause 1.8 herein above of this Agreement, the owners shall not be entitled to claim any further constructed area from the Developer.

"A" SCHEDULE OF PROPERTY

(The entire property)

ALL THAT Piece and Parcel of the "BASTU" land measuring an area of 04 (Four) Cottahs 01 (One) Chittack 30 (Thirty) sq. ft. be the same or a little more or less together with cemented finished two storied building having covered area of 3452 sq. ft. standing thereon comprised in R.S. Plot No.1193 under R.S. Khatian No.699 corresponding to L.R. Plot No.1897 under Khatian No.9715, 9698, 9716 and 9697, situated and lying within Mouza – Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore presently under A.D.S.R. Office at Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality being Municipal Holding No.37, 37/B

Contd....21

and 37/C, Battala Bye Lane 2, P.O. – Hindmotor, Ward No.7, P.S. – Uttarpara, District – Hooghly, Pin – 712233, together with all fittings and fixtures along with all existing electricity, water along with all right to use and enjoy all municipal Road together with right to take electric connection, water connection, construct drain, sewerage line over or under the said road along with easement right, hereditaments, appendages, easements of air and privileges.

The aforesaid entire property is butted and bounded as follows: -

ON THE NORTH :- Municipal Road.

ON THE SOUTH :- Prop. of Ashok Guha.

ON THE EAST :- Municipal Road.

ON THE WEST :- Prop. of Sudip Saha.

The annual rent of the said property is payable to the Collector of Hooghly, which fixed by Block Land & Land Revenue Officer, Serampore-Uttarpara, Circle, on behalf of Government of West Bengal.

“B” SCHEDULE OF PROPERTY
(OWNER’ ALLOCATED AREA)

(i) Within the proposed new building (G+ upper floors) to be constructed over the ‘A’ Schedule of Property the Developer shall deliver to the owner herein 50 (Fifty) % constructed covered area in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less, described in the “A” Schedule hereunder out of the total constructed area to be constructed over the ‘A’ schedule of property. The developer shall deliver and owner shall get said 50 (Fifty) % constructed covered area in proportionate to their “A” Scheduled mentioned land in respect of their share or allocation together with all common facilities and amenities in the new building to be constructed over the ‘A’ Schedule of property, which will be delivered by the developer to the owner on or within 24 months from the date of sanction of building plan.

The parties have agreed that the Developer shall be exclusively entitled the First floor and Fourth floor of the building and 50% distinct share of the ground floor AND the Owners shall be exclusively entitled to the Second floor and Third floor and the 50% distinct share on the ground floor, which shall consists of six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces and the same will be delivered by the developer to SRI DINESH GHOSH, 2. SMT. SIKHA

Contd....22

GHOSH, 3. SRI ARIJIT GHOSH, and SMT. SADHANA GHOSH, being the owner no(s). 1, 2, 3 & 4 herein in respect of their share or allocation in the following manner :-

- i) One flat on Third floor consisting of three bed rooms, one dining cum living hall, two balconies, one kitchen & two toilets to the owner no(s).1 & 4 herein.
- ii) One flat on Third floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s).1 & 4 herein.
- iii) One flat on Third floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s).1 & 4 herein.
- iv) One flat on Second floor consisting of three bed rooms, one dining cum living hall, two balconies, one kitchen & two toilets to the owner no(s).2 & 3 herein.
- v) One flat on Second floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s).2 & 3 herein.
- vi) One flat on Second floor consisting of consisting of two bed rooms, one dining cum living hall, one kitchen, one balcony & two toilets to the owner no(s). 2 & 3 herein.
- vii) One shop room facing North side of Ground floor to the owner no(s).1 & 4 herein.
- viii) One shop room facing North-East corner/side of Ground floor to the owner no(s).2 & 3 herein.
- ix) One shop room facing East side of Ground floor to the owner no(s). 1, 2, 3 & 4 herein.
- x) One parking spaces for parking of four wheelers on Ground floor to the owner no(s). 1, 2, 3 & 4 herein.
- xi) One parking spaces for parking of four wheelers on Ground floor to the owner no(s). 1 & 4 herein.
- xii) One parking spaces for parking of four wheelers on Ground floor to the owner no(s). 2 & 3 herein.

This distribution of owners' allocation shall be effective after registration of valid partition deed.

Contd....23

"C" SCHEDULE OF PROPERTY
(DEVELOPER'S ALLOCATED AREA)

The developer shall get rest and balance constructed covered area of the total constructed area in the new building to be constructed over the "A" schedule of property along with undivided proportionate share of the land with all common areas and facilities excluding the owner's allocated 50 (Fifty) % constructed covered area consisting of six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces in proportionate to their land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less as mentioned in clause 1.8 hereinabove as well as in "B" Schedule herein above.

"D" SCHEDULE OF PROPERTY
(SPECIFICATION OF CONSTRUCTION)

The aforesaid 50 (Fifty) % constructed covered area six (6) nos. self-contained residential flats, three (3) shop rooms and three (3) parking spaces WILL BE CONSTRUCTED WITH THE FOLLOWING SPECIFICATION OF CONSTRUCTION :-

1. SUPER STRUCTURE: Building design on R.C.C. frame and foundation on R.C.C. structures. Main wall minimum 8" thick and Divider wall minimum 5" & 3" thick.
2. FLOORING: All flooring inside the flat will be finished with vitrified floor tiles along with 4" skirting. vitrified floor tiles shall be make of reputed brand like Nitco/Johnson. Flooring of parking spaces shall be finished with net cement.
3. BATHROOMS: in each bathroom in the flat, floor will be finished with antiskid vitrified floor tiles and Glazed tiles will be provided upto 6 ft. height from the skirting level.
4. SANITARY WIRE: Indian pan or commode (of Hindware/Paryware brand) fitted with cistern. One white colour basin will be provided on dining in each flat.
5. PLUMBING: All concealed wiring with P.V.C. Pipe. In bathroom there shall be two water points in toilet. One mixture with hot and cold water point of Jaquar will be provided in one toilet only. One basin of white colour with tap will be fitted in dining cum living.
6. WINDOWS: Window shall be normal type made aluminum Chanel fitted with M.S. grill and glass.

Contd....24

7. DOORS: All frames will be made of wood and main door will be teak wood and rest doors will be water proof commercial flash door finished with door skin.
8. INTERNAL WALLS: All walls inside the flat and shop room will be plastered by cement with finish by wall putty.
9. KITCHEN: - Kitchen slab will be 7 ft. in length and will be made of black stone and granite at the top over which glazed tiles up to 3' height will be provided. One stainless steel made sink with one tap and another tap under the sink will be provided in each flat.
10. ELECTRIFICATION: Concealed electrical wiring with 26 light points including one A.C. point and one geyser point for each two bed roomed flat and 36 light points including one A.C. point and one geyser point for each three bed roomed flat and 04 light points for each shop room including power point of brand like Havel's or Philips. Additional point at the cost of 1st party. Individual meter in the name of the 1st party from C.E.S.C. Ltd. to be obtained at the cost of the 1st party.
11. Lift shall be Otis company.
12. Extra Work: Any extra work other than the developer's standard specification of construction will be charged extra and the said costing will be made by the developer and shall be deposited in advance.

THE "E" SCHEDULE OF PROPERTY ABOVE REFERRED TO
(COMMON PORTION AND FACILITIES FOR FLAT OWNERS)

1. Common paths, passages, and main entrance to the said building; all vacant space within the compound.
2. Foundation column, girded beams, supports, compound walls of the building.
3. Roof, Stair case, Lift, landings of stair case on all floors.
4. Spaces for water pumps, deep tube well, overhead water tanks, electric meter rooms or spaces, if any;
5. Drains, sewerage, septic tanks and all sewerage and rain pipes including concealed and other installations for the same (except only those are installed within the exclusive area of any unit and/or exclusively for the use of the Owner);
6. External electrical installations and Switch-Board and all electrical wirings and other fittings (except only those are installed within the exclusive area of any unit and/ exclusively for the use of the purchaser).

Contd....25

7. Water pump with electric meters and all common plumbing installations for carriage of Water.

8. Such other common parts, areas, equipments, installations, fittings, spaces in and/or around the building as are necessary for passage to and/or user of the units in common by the co-owner including the roof, terrace and the parapet walls of the building and the space or spaces.

IN WITNESS WHEREOF, the parties have here unto set and subscribe their hands and seals on the day month and year first above written.

SIGNED, & DELIVERED BY THE

within named owner & Developer

In the presence of -

WITNESSES:

1. Runna Majumdar
35/A.A.L. Banerjee street
Konnagar
Pin - 712235

Dinesh Ghosh

Sikha Ghosh

Arifet Ghosh

Sadhana Ghosh

2. Arjit Mukherjee
Konnagar
Hoojuly.

SIGNATURE OF OWNER /EXECUTANT/PRINCIPAL

Cozy Construction

Debanita Das
Boris Kumar Kundu

Rajib Chowdhury

Prosenjit Sarker

Arup Ghosh

SIGNATURE OF DEVELOPER/ATTORNEY

Partner

Contd....26

MEMO OF CONSIDERATION

Received the within mentioned sum of Rs. 10,00,000/- (Rupees Ten Lakhs only),
from the within named developer in the following manner:-

<u>Owner no(s).</u>	<u>Ch. No. & date.</u>	<u>Bank</u>	<u>Amount</u>
1.	241734 Dt. 15.04.2022	AXIS BANK	1,25,000
2.	241735 Dt. 15.04.2022	AXIS BANK	1,25,000
3.	241736 Dt. 15.04.2022	AXIS BANK	1,25,000
4.	241737 Dt. 15.04.2022	AXIS BANK	1,25,000
5.	251847 Dt. 23.11.2022	AXIS BANK	1,25,000
6.	251848 Dt. 23.11.2022	AXIS BANK	1,25,000
7.	251849 Dt. 23.11.2022	AXIS BANK	1,25,000
8.	251850 Dt. 23.11.2022	AXIS BANK	1,25,000
		Total:	10,00,000/-
			-

Witness:-

1. Runa Majumdar
35/A A.L. Banerjee Street
Konnagar
Pin - 712235
2. Anit Mullik
Konnagar
Hooghly

Vinod Ghosh
Sikha Ghosh
Anita Ghosh

Sadhana Ghosh

SIGNATURE OF OWNERS

Drafted by me

(Tapas Chakraborty)

Advocate, (WB/790/1988)

Serampore Court, District Hooghly.

Computer typed by me

S. Sanyal
Hindmotor, Hooghly.

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LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Vinod Ghosh</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Sikha Ghosh</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Anirudh Ghosh</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

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LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Sadhan Kr. Ghosh					
	RIGHT HAND FINGER PRINT				
					

LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Anil Kumar					
	RIGHT HAND FINGER PRINT				
					

LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Samir Kumar Kundu					
	RIGHT HAND FINGER PRINT				
					

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PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Rajib Dhar</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Adarsh Sarkar</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

LEFT HAND FINGER PRINT

PHOTO	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Anup Ghosh</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

