

00445/2023

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18/1/2023
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
8-2000114474/2023

AL 765943

Certified that this document is submitted
to registration. The Signature Sheet and
endorsement Sheet, Attached to the
document are the part of the document.

Additional District Sub-Registrar
Medinipur Dum Dum, 24-Ps. (North)

18 JAN 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 18TH day of
January, Two Thousand Twenty Three (2023),

BETWEEN

..2..

ক্রমিক নং 3889 তারিখ 18/1/23

মূল্য : 1M

ক্রেতা :

ঠিকানা :

ভেঙার :

লাইসেন্স প্রাপ্ত স্ট্যাম্প ভেঙার

কাশিপুর দমদম এ. ডি. এস. আর. অফিস

বি

ভেঙারের নাম - রঞ্জিতা পাল

ট্রেজারির নাম :- ব্যারাকপুর

টি ভি নং :

স্ট্যাম্প খরিদের তারিখ

এ টি.ভি. নং মোট কত টাকার

স্ট্যাম্প খরিদ করা হইয়াছে।

11 JAN 2023

140000

Sami Khan
S/O, Sukdeb Khan
Manikpur Eden Park
P.O, Talgaicha
P.S, Dum Dum
KOL-700079
Service



Add. District Sub-Registrar
Cossipore, Dum Dum

18 JAN 2023

(1) **SRI.SHUKDEB KUNDU (PAN -DFYPK1038E)**, son of Late Shanti Pada Kundu alias Shanti Kundu, by occupation - Business, residing at Eden Park, P.O. -Italgacha, P. S. - Dum Dum, Kolkata - 700079, (2) **SMT. SHARMILA DHALI (PAN - CRLPD1011J)**, daughter of Late Shanti Pada Kundu alias Shanti Kundu, by occupation - Housewife, residing at 36/23, Sribhumi Nabapally 22 Bigha, Joka, P.O. Joka, P.S.Haridebpur, Kolkata - 700104, (3) **MISS. PURNIMA KUNDU (PAN - CWJPK5328Q)**, daughter of Late Shanti PadaKundu alias Shanti Kundu, by occupation - Self-Employed, residing at Manikpur, Eden Park, P.O. - Italgacha, P.S. - Dum Dum, Kolkata - 700079, (4) **SMT. KRISNA KUNDU alias SMT. KRISHNA SHARMA (PAN - DIGPK8674H)**, daughter of Late Shanti PadaKundu alias Shanti Kundu, by occupation - Housewife, residing at Manikpur, Eden Park, P.O. -Italgacha, P. S. - Dum Dum, Kolkata - 700079, (5) **SMT. SOMA KUNDU (PAN - BWQPK8184C)**, wife of Late Madhab Kundu, by occupation - Housewife, residing at Manikpur Eden Park, P.O. -Italgacha, P.S. - Dum Dum, Kolkata - 700079, (6) **SMT. DEBLINA SAHA (PAN- FSSPS1459A)**, wife of Sri Subrata Saha & daughter of Late Madhab Kundu, by occupation -Housewife, residing at 8, Sree Sarani, Nalta, P.O. & P.S. - Dum Dum, Kolkata - 700028, all are by faith - Hindu, by Nationality - Indian, hereinafter called the **"OWNERS"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

"M/S. AKASH INFRA BUILDERS" a sole Proprietorship firm having its registered office at 23, Manash bhumi Road, P.O. -Italgacha, P.S. - Dum Dum, Kolkata - 700079, District - North 24 Parganas, being represented by its Proprietress, **SMT. ASHA BHAGAT (PAN - BMKPA6828H)** wife of Sri Kanhayia Bhagat, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 262, P. K. Guha Road, P.O. & P.S. - Dum Dum, Kolkata - 700028, District - 24 Parganas (N), hereinafter called the

"DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include **her** respective heirs, executors, administrators, representatives & assigns) of the **OTHER PART**.

WHEREAS EntajAli Mondal&Others were the owners of some landed properties at Mouza -Sultanpur, P.S. - Dum Dum, at Dag No. 1678, Khatian No. 1188.

AND WHEREAS EntajAli Mondal and his brother Keyamat Ali by a registered Deed of Partition registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 67, Pages 272 to 289, Being No. 5489 for the year 1952 partitioned their property and determined their respective share.

AND WHEREAS by virtue of the said Partition Entaj Ali Mondal became the owner of 36 decimals of land along with others land at Mouza - Sultanpur, P.S. - Dum Dum, at Dag No. 1678, Khatian No. 1188.

AND WHEREAS one Sahadar Ali by virtue of Perpetual Lease executed by Entaj Ali Mondal became the owner of 36 decimals of land at Mouza - Sultanpur.

AND WHEREAS said Sahadar Ali by a registered Deed of Conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 62, Pages 94 to 96, Being No. 3907 for the year 2004 sold and transferred 3 Cottahs 9 Chittacks 36` Sq.ft. at Mouza - Sultanpur, P.S. - Dum Dum, at Dag No. 1678, Khatian No. 1188 to Shanti Pada Kundu.

AND WHEREAS said Shanti Pada Kundu died intestate on 11.12.2017 leaving his two sons namely Sri Shukdeb Kundu, Sri Madhab Kundu, three daughters namely Smt. Sharmila Dhali, Smt. PurnimaKundu and Smt. Krisna Kundu Alias Smt. Krishna Sharmato inherit the property left by him and his wife Pratima Kundu, predeceased him died on 02.02.1997.

AND WHEREAS said Madhab Kundu died intestate on 29.03.2010 leaving his wife Smt. Soma Kundu and his daughter Smt. Deblina Saha to inherit the property left by him.

AND WHEREAS the Owners herein are seized, possessed of and sufficiently entitled to all that piece and parcel of land measuring **3 Cottahs 9 Chittacks 36 Sq.ft.** more or less with building measuring an area of **500` sq.ft.** more or less at Mouza -Sultanpur, P.S. - Dum Dum, at Dag No. 1678, Khatian No. 1188 Holding No. 41, N. Sengupta Sarani Bye Lane, more fully and particularly described in the schedule hereunder written hereinafter called the said property.

AND WHEREAS the Owners are desirous to develop the said property and to construct a Multi-Storied Building on the said property but could not do it himself and the Developer knowing the intention of the owners, approached the Owners to authorize her to develop the said property and to construct a Multi - Storied building on the said property to which the Owners agree.

AND WHEREAS as a consideration of the said property the Owners will get one 2 BHK flat on 1st floor measuring a **Covered area of 700 Sq.ft.** and another 2 BHK flat on 1st floor Covered area 500 Sq.ft. more or less and One 1 BHK flat on the Ground floor measuring Covered area of 450 Sq.ft. and one Garage on the Ground floor measuring 100 Sq.ft. and also get a non-refundable amount of Rs. 30,00,000/- (Rupees: Thirty Lakh) only with the execution of this agreement will paid a sum of Rs. 6,00,000/- (Rupees: Six Lakh) only; another sum of Rs. 9,00,000/- to be paid within 30 days and balance sum of Rs. 15,00,000/- (Rupees: Fifteen Lakh) only within 120 days from the date of this Agreement hereinafter called the Owner's Allocation.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: - Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned:

- a. **OWNERS** shall mean the above Owners/Landlord and his heirs, executors, administrators, legal representatives and assigns.
- b. **DEVELOPERS** shall mean the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- c. **THE PROPERTY** shall mean the land measuring **3 Cottahs 9 Chittacks 36 Sq.ft.** more or less with building measuring an area of **500` Sq.ft.** more or less at Mouza -Sultanpur, P.S. - Dum Dum, at Dag No. 1678, Khatian No. 1188 Holding No. 41, N. Sengupta Sarani Bye Lane, Ward No. 01 under Dum Dum Municipality, more fully and particularly described in the schedule hereunder written.
- a. **THE BUILDING** shall mean the multi storied (G+4) building to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of Dum Dum Municipality at the cost of the Developer. If any additional floor is allotted by the Municipality or local authority then in that case a supplementary agreement will be executed determining both parties' respective shares.
- b. **THE UNIT** shall mean the partly or wholly constructed flat/apartment shop room in the building (which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.
- c. **PROPORTIONATE OR PROPORTIONATE PORTION OR** proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners/Landlord.
- d. **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.

- e. **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developer.
- f. **SALEABLE SPACE** shall mean the **remaining space** in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions.
- g. **OWNER'S ALLOCATION** as a consideration of the said property the Owners will get one 2 BHK flat on 1st floor measuring a Covered area of 700 Sq. ft. and another 2 BHK flat on 1st floor Covered area 500 Sq. ft. more or less and One 1 BHK flat on the Ground floor measuring Covered area of 450 Sq. ft. and one Garage on the Ground floor measuring 100 Sq. ft. and also get a non-refundable amount of Rs. 30,00,000/- (Rupees: Thirty Lakh) only with the execution of this agreement will paid a sum of Rs. 6,00,000/- (Rupees: Six Lakh) only; another sum of Rs. 9,00,000/- to be paid within 30 days and balance sum of Rs. 15,00,000/- (Rupees: Fifteen Lakh) only within 120 days from the date of this Agreement herein after called the Owner's Allocation.
- h. **DEVELOPER'S SHARE** shall mean rest of the constructed area i.e., the constructed area except Owner's allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.
- i. **TRANSFERER** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the Purchaser on receipt of consideration.

- j. **TRANSFeree** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- k. The word importing singular shall include plural and vice versa.
- l. Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE- II: COMMENCEMENT

This Agreement shall be deemed to have commenced on and from the date of execution of these presents and/or handing over the peaceful vacant possession of the said land whichever is later.

ARTICLE - III: OWNER'S RIGHT AND REPRESENTATIONS

- a. That excepting the Owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- b. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- c. The landed property is free from all encumbrances, charges lines, lispendences, attachments, trusts whatsoever or howsoever.
- d. There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the Owners.
- e. That the total area of the land comprise in the said property is **3 Cottahs 9 Chittacks 36 Sq.ft.** be the same a little more or less.
- f. That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Second party/Developer within.
- g. That the Owners further undertake to execute the registered Development Power of Attorney in favour of the Second Party Developer and the land Owners will give the Developer/Second

Party all the powers required for the purpose of making such construction at her own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for her portion.

ARTICLE - IV DEVELOPER'S RIGHT

- a. THAT on the power and by virtue of this agreement the Developer/ Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.
- b. That the Second party/Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Dum Dum Municipality and entire cost shall be borne by the Second Party/Developer alone and the Developer shall be sole responsibility for mortification and alteration and owners have no liability for the same.
- c. The Developer/Second party shall be entitled to appoint its own labor masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility shall remain with Developer/Second Party and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective Purchaser.
- d. The Developer/Second Party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending Purchaser

together with all advance thereof but at all material times the Owners shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second Party/Developer shall remain charges only with the Developer and the Owner's allocation will remain unaffected and non-charged and Purchaser shall have no right to interfere with the portion of the Owner's allocation for any misappropriation of any money by the Second Party/Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owner's Allocation.

ARTICLE - V: TIME

The Developer shall complete the said building within 30 months from the date of signing of this Agreement and/or handing over the peaceful vacant possession of the said land whichever is later.

ARTICLE- VI: DEVELOPER'S RIGHT AND REPRESENTATIONS

- a. The Developer hereby undertake the responsibility to get the plan sanctioned from the Dum Dum Municipality and start construction of the building and to complete the whole complex within 30 months from the date of signing of this Agreement in accordance with the sanctioned plan and/or handing over the peaceful vacant possession of his premises whichever is later and within this time the Developer shall give complete possession of the Owner's allocation.
- b. To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
- c. To bear all costs charges and expenses for construction of the building at the said premises.
- d. The Developer will liable to any litigation in connection with illegal construction.

ARTICLE - VI: OWNER'S ALLOCATION

As a consideration of the said property the Owners will get one 2 BHK flat on 1st floor measuring a Covered area of 700 Sq. ft. and another 2 BHK flat on 1st floor Covered area 500 Sq. ft. more or less and One 1 BHK flat on the Ground floor measuring Covered area of 450 Sq. ft. and one Garage on the Ground floor measuring 100 Sq. ft. and also get a non-refundable amount of Rs. 30,00,000/- (Rupees: Thirty Lakh) only with the execution of this agreement will paid a sum of Rs. 6,00,000/- (Rupees: Six Lakh) only; another sum of Rs. 9,00,000/- to be paid within 30 days and balance sum of Rs. 15,00,000/- (Rupees: Fifteen Lakh) only within 120 days from the date of this Agreement herein after called the Owner's Allocation.

ARTICLE - VIII: DEVELOPER'S ALLOCATION

In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owner's allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owners and this agreement itself shall be treated as consent of the Owners.

ARTICLE - IX: PROCURE

The Owners shall grant to the Developer registered Development Power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan Completion Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other

authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser and make registered Deed and documents for registration whatsoever required for his portion.

NOTWITHSTANDING grant of power of Attorney by the Owners in favour of the Developer and delivery of possession of the said property no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners.

ARTICLE - X: CONSTRUCTION

The Developer shall be solely and exclusively responsible for construction of the said building and the owners are no way connected with any deviation, alteration or allocation.

ARTICLE - XI: BUILDING

- a. The Developer shall at its own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.
- b. The Developer shall install and erect the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, septic Tank, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Ownership basis or otherwise.
- c. The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from Dum Dum Municipality without creating any financial or other liabilities on the Owners regarding the construction.

ARTICLE - XII: COMMON FACILITIES

- a. The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the Owners.
- b. After the completion of the total construction the Developer and the Owners including his respective assignees will bear the cost of common facilities and maintenance charges like costs of lift if any Durwan pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

ARTICLE - XIII: PROCEEDING

It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE - XIV: DEVELOPER INDEMNITY

- a. The Developer hereby undertake to keep the Owners indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.
- b. The Developer hereby undertake to keep the Owners indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.
- c. The Developer hereby indemnify that **she** will provide the **Completion Certificate** to the Owners within **06 months** from the date of handover of their allocation from the Dum Dum Municipality.

ARTICLE - XV: OWNER'S OBLIGATIONS

- a. The Owners doth hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer provided the terms and conditions, covenants and obligations as stated above are complied with.
- b. The Owners doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/shops/garages in the said building. The Owners further gives undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility.
- c. The Owners doth hereby agrees and covenants with the Developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this agreement. This Agreement cannot be terminated by the Owners in any unless and until all the flats/shop/garages under the Developer's allocation are sold out and the Deed of Conveyance in favour of intending Purchaser or Purchasers of the Developer's allocation are-executed and registered if the Developer shall strictly follow the terms and condition of the agreement.
- d. The Owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.
- e. That the Owners herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by

depositing the title deed of the said premises/land or any portion thereof at any time during the subsistence of this agreement.

- f. That the Owners and/or their solicitors or advocate shall answer the requisition on title required by the Developer or by any of the intending Purchasers of the Developer's allocation as and when the same would be required.
- g. The Developer shall pay the required security deposit payable to the Dum Dum Municipality for sanctioning of the building plan in the name of the Owners. The Developer shall take the refund of the same after the building is completed and the Owners shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.
- h. That the Owners agree to pay the **applicable GST regarding their share of allocation** as per Government norms to the Developer.

ARTICLE - XVI: MISCELLANEOUS

- a. The Owners and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.
- b. The Owners hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owners shall execute any additional Power of Attorney and/or authorization in favour of the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owners and/or against the spirit of this Agreement.
- c. The Developer and Owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agreed to abide by the

rules and regulations of such management society, Association, holding organization and hereby give his/her/their consent to abide by the same.

- d.** The name of the building shall be decided later on by the Developer.
- e.** As and from the date of the completion of the building the Developer and/or his transferee and the Owners and/or their transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.
- f.** There is no existing any agreement regarding Development or Sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- g.** All arrear Municipal Taxes and/or any other taxes before to execution of this Agreement will be paid by the Owners and if anything is paid by the Developer that will recovered from the Owners by cash.
- h.** The Developer shall demolish the existing structure at their own costs and expenses and shall appropriate the salvages and building materials.
- i.** At the time of signing of this agreement and execution of registered Power of Attorney in favour of the Developer the owners will hand over the all original documents related to the said property like as Original deed, Parcha, Khajna, update payment of Municipal tax receipt and same will be returned to the owners at the time of giving possession to the Owner's allocation.
- j.** It is agreed by both parties that the Developer will have right to amalgamate the adjacent plot/plots for construction of multi storied building in a complex for better rehabilitation.

- k. It is specially agreed between the parties that if any damage occurs during the period of construction or after the period of construction for any reason, the Developer will only be liable for that.
- l. The Owners will not in any way be liable or responsible for the project and if further costs are to be incurred the Developer only will be responsible for that.
- m. The Owners will have sole liberty to transfer their portion of flat by way of sale, gift etc according to his choice without interruption or disturbance by the Developer or any person whomsoever.
- n. The Owners will sign the sale deeds or Deed of Conveyance to be executed in favour of the Purchaser/Purchasers of the building and duly register the same before the registration office in favour of the Purchasers and the cost of registration charges of Developer allocation shall be borne by the Purchaser.
- o. The Owners hereto or any of his civil engineers shall give an advance notice to make inspection of the allotted flat in course of construction of the multistoried building and shall also be entitled to raise technical's objection in the materials used for constructional purpose.
- p. The Developer will pay two alternative accommodation charges during the period of construction period each Rs. 6,000/- (Rupees Six Thousand) only per month till handover the owner's allocation.

Asla Bhagat

ARTICLE - XVII: FORCE-MAJEURE

The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligations during the duration the force majeure.

Force Majeure shall mean flood, earth – quake, riot war, tempest civil commotion, strike and/or any other acts or commission beyond the reasonable control of the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring **3 Cottahs 9 Chittacks 36 Sq.ft.** more or less with building measuring an area of **500` Sq.ft.** more or less at Mouza- Sultanpur, P.S. - Dum Dum, District - North 24 Parganas, J.L. No. 10, R.S. No. 148, Touzi No. 173, at Dag No. 1678, Khatian No. 1188, Holding No. 41, N. Sengupta Sarani Bye Lane, Ward No. 01 under Dum Dum Municipality Ward No. 01, under Dum Dum Municipality within the limits of A.D.S.R.O. Cossipore Dum Dum, which is butted and bounded in the following manner:

ON THE NORTH: Eden House (5 storied building).

ON THE SOUTH: Others Premises.

ON THE EAST: Premises of N.C. Bhowmik.

ON THE WEST: 12` ft. wide Municipal Road.

THE SECOND SCHEDULE REFERRED TO ABOVE

(COMMON AREAS AND FACILITIES)

- a. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
- b. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
- c. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
- d. The entire land or space lying vacant within the said premises.

THE THIRD SCHEDULE REFERRED TO ABOVE
(PROPORTIONATE EXPENSES)

- a. The proportionate expenses which will be borne by the Purchaser with the other occupiers or owners of the flats of the said building.
- b. The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.
- c. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
- d. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
- e. Municipal and other taxes (both owners and occupiers) and other outgoing etc.
- f. INSURANCE of the building against earthquake, fires any damages by natural calamities etc.
- g. ALL electricity charges payable in common for the said building.

CONSTRUCTION SPECIFICATION

SUPER STRUCTURE

Building shall be designed on R.C.C foundation and structures with R.C.C. columns, beams and slabs. Branded TMT reinforcement bars (Kamdhenu/SRMB) & branded Cement

(Ultratech/Ramco/Ambuja) will be used. 5/8" & 3/4" stone chips & full course sand will be used for R.C.C works.

MASONRY WORKS

All brick work will be done with conventional standard quality bricks. Outside walls will be of 8"/5" while inside walls will be of 5" while the sand used for mason works will be of medium course. Slag cement (Nuvoco/Reshmi/Konark) will be used for Mason & Flooring works.

FLOORING & TILES

Bedrooms, living cum dining and balcony will be of Marble/Tiles flooring (Super White Marwar/Kajaria/Johnson/AGL) while Kitchen & Toilet will of pink marble/matt tiles flooring. Kitchen cooking platform will be L-pattern with Granite top over black stone table (24" wide & 7'-6" long) while joint-free tiles till 6 feet high will be installed throughout the granite slab top starting from the kitchen floor. Bathroom/toilet will also have 6 feet high joint free tiles. Balcony will have joint free tiles till ceiling level. Stairs steps will have Marble/ Granite finish.

ELECTRICAL WIRING

Conceal electrical wiring will be done throughout the flat with ISI branded (Finolex /Polycab) wires. One fan, one foot lamp point, two light points and a plug point in each bedroom. A light & an exhaust fan point will be installed in toilets. One geyser line in common toilet will also be done. Four plug points, two fans, one fridge point & two light points will be provided in the drawing cum dining. One exhaust fan, 02 plug points (16 Amp) & one water purifier point will be installed in the Kitchen. One light & one plug point will be installed in the balcony. Also 2 way calling bell points will be installed. **One A. C. point will be installed in master bed room only. One separate electric meter from CESC will be provided free of cost. Cost of transformer will be borne by developer.**

DOORS & WINDOWS

All door frames will be of 4" x 2.5" Sal wood (except that of toilet) while window frames will be of Anodized Aluminum 2/3 track. All doors will be of ISO branded flush plywood (Tycoon/Century) with both sides laminated (Durian laminates). Window palla will be of figure glass panel fitted with aluminum frame. Toilet will have PVC frame & palla. For safety, windows will be covered with M. S. square bar grill covering. Balcony & stair will be protected by S.S. railing till 3'6" high. One collapsible gate will also be installed free of cost.

PRIMER & PAINTS

Inside wall will have plaster of Putty; Outside walls will be weather coat (Berger/ICI) over 2 coats of primer while the grills will be painted with oil paints after 2 coats murarka/primer. One Flat Primer with stainer will be done free of cost.

PLUMBING & SANITARY

Conceal plumbing works in toilet & kitchen will be done with CPVC pipes (Supreme/Astral), Taps, angular & stop cocks will be of pure brass with nickel coating (Essco/D'sons), Pan & commode will be of Hindware/Paryware/AGL. A steel sink (22" X 18") with 2 taps will be provided in the kitchen while a pedestal/table top basin will be installed in the dinning/drawing space. One tap point in the balcony with inlet & outlet point. One Washing machine point will be installed outside the toilet while a basin in the general toilet.

COMMON SPACES

One Stainless Steel grill gate will be installed at the entrance of the building, one sheet gate will be installed at the staircase of roof opening. Outside passage will have cemented flooring with boundary walls till 4 feet high. Two M.S. grill gates will be installed, one at the South & other at the North of the building/plot for safety of passage. One Municipal tap connection will be provided in the common areas of the ground floor. Roof treatment will be done

:21:

by using roof tiles & mortar. One underground & one overhead reservoir tank will be constructed while one septic tank will also be constructed at the back of the building with sufficient capacity. A water harvesting bore will also be done to channelize rain water.

EXTRA WORK

Any extra work other than the standard schedule shall be charged extra as decided by the Builder/Developer or their Contractor and the execution of the work will initiate only after receiving 50% of the estimated bill amount in advance.

PART – IV

COMMON FACILITIES AND AMENITIES: Shall include corridors, hall ways passage, ways, common stair case, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.


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

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESSES:

1. Kanchayia Bhagat,
s/o, U. R. M. Bhagat,
262, P. K. Guha Road,
Kolkata - 700028


Soma Kundu
Deblina Saha
Krishna Sharma ALIAS
Krishna Kundu
Sharmila Dhali

Purnima Kundu

SIGNATURE OF THE OWNERS

2. Ashim Banerjee
Kalebagan. Nimta
K-1-49

AKASH INFRA BUILDERS

Asha Bhagat
Proprietor

SIGNATURE OF THE DEVELOPER

Prepared by:-

P. K. Bandyopadhyay,

Advocate

High Court Calcutta

File No. WB 2653/99.

RECEIPT

RECEIVED of and from the within Developer within mentioned sum of
Rs. 6,00,000/- (Rupees: Six Lakh) only as per memo below:-

MEMO OF CONSIDERATION

| Cheque No./Cash | Date | Bank | Amount (Rs.) |
|----------------------------|-------------|-------------|---------------------|
| 603638 | 18-01-2023 | IDBI | 2,00,000/- |
| 603639 | 18-01-2023 | IDBI | 2,00,000/- |
| 603640 | 18-01-2023 | IDBI | 2,00,000/- |
| Total: | | | 6,00,000/- |

(Rupees: Six Lakh)only.

WITNESSES:

1. Kanthayia Bhagar

2. Ashim Banerjee

Soma Kundu
 Deblina Saha
 Krishna Sharma ALIAS
 Krishna Kundu
 Sharmila Dhal
 Purnima Kundu

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
Executants / Presentants



Signature of the man

Little

Ring

Middle

(Left Hand)

Fore

Thumb



Thumb

Fore

Middle

(Right Hand)

Ring

Little



Little

Ring

Middle

(Left Hand)

Fore

Thumb



Thumb

Fore

Middle

(Right Hand)

Ring

Little



Little

Ring

Middle

(Left Hand)

Fore

Thumb



Thumb

Fore

Middle

(Right Hand)

Ring

Little



Sharmila Dahi

Purnima Kundu



SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
Executants / Presentants



Kristina Shasoma
ALIAS
Kristina Kundu

Little

Ring

Middle

(Left Hand)

Fore

Thumb



Thumb

Fore

Middle

(Right Hand)

Ring

Little



Little

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(Left Hand)

Fore

Thumb



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Fore

Middle

(Right Hand)

Ring

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Little

Ring

Middle

(Left Hand)

Fore

Thumb



Thumb

Fore

Middle

(Right Hand)

Ring

Little



Sonika Kumari



Deblina Saha

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
Executants / Presentants



Asha Bhagat

Little

Ring

Middle

Fore

Thumb

(Left Hand)



Thumb

Fore

Middle

Ring

Little

(Right Hand)



Little

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Fore

Thumb

(Left Hand)

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Fore

Middle

Ring

Little

(Right Hand)

Little

Ring

Middle

Fore

Thumb

(Left Hand)

Thumb

Fore

Middle

Ring

Little

(Right Hand)

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2023, Page from 18157 to 18191
being No 150600424 for the year 2023.



Digitally signed by KAUSTAVA DEY
Date: 2023.01.20 11:34:46 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2023/01/20 11:34:46 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)

Certificate No.

2594

Date 13-03-2023

OFFICE OF THE MUNICIPAL COUNCILLORS OF DUM DUM

44, Dr. Sainen Das Sarani, (Post Office Road), Kolkata - 700 028

MUTATION CERTIFICATE**To whom it may concern**

Certified the Holding No.

41 Nirmal Sengupta Sarani bye Lane, (Eden park)

Ward No.

01

stands in favour of :

Sukdeb Kundu, Purnima Kundu,

Krishna Kundu alias Krishna Sharma,

Soma Kundu, Deb ling Saha, Sharmila Dhali

Vacant Land / Building / Flat / Shop / Garage / org.

As per Deed

Mouza

J. L. No.

C. S. Dag No.

R. S. Dag No.

C. S. Khatian

R. S. Khatian

C. S. Plot No.

L. R. Dag No.

L. R. Khatian No.

The application dated 31.12.2021 for mutation has been sanctioned at a meeting of the
Councillors held on 28.02.2023. Vide Resolution No. 3(A)/42

Aravind Sults

Signature of Dealing Clerk



Vice Chairman

DUM DUM MUNICIPALITY
Vice-Chairman