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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with document are the part of this document.

Sub-Registrar-V
Alipore, South 24 Parganas

08 DEC 2021

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this

8th day of December, Two Thousand Twenty One

(2021) in Christian Era.

BETWEEN

(1) **SRI AMIT KUMAR ACHARYA** (PAN- **ACQPA7217F**, Aadhaar No. **2331 4496 4264**, Mobile No. **9432772229**), son of Late Anil Kumar Acharya, by Occupation - Retired Person, (2) **SMT. SULATA ACHARYA** (PAN- **ASRPA3647G**, Aadhaar No. **2233 7344 8289**, Mobile No. **9830471762**), wife of Late Ashis Kumar Acharya, by Occupation - Housewife, and (3) **SMT. DOLA BHATTACHARJEE** (PAN- **AYEPB2240B**, Aadhaar No. **2796 7817 2942**, wife of Sri Arindam Bhattacharjee and daughter of Late Ashis Kumar Acharya, by Occupation - Housewife, all are by Religion- Hindu, by Nationality - Indian, all are the Owners of K.M.C. Premises No-47, Rani Rashmoni Bagan (Mailing Address- 58A, Kali Kumar Majumder Road), Police Station-Survey Park, Post Office-Santoshpur, Kolkata-700 075, District- South 24 Parganas, hereinafter called and referred to as the **"LANDOWNERS"** (which term 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 / ONE PART.**

-A N D-

M/S. JAYA CONSTRUCTION, a proprietorship firm having its registered office at 53, New Santoshpur Main Road, P.O.- Santoshpur, P.S.-Survey Park, Kolkata-700075, being represented by its sole proprietor **SRI ASHOK KUMAR GHOSH** (PAN-AFWPG7145P, Aadhaar No.3291 3663 6062, Mobile No. 98303 59862) son of Late Murari Mohan Ghosh, by Religion-Hindu, by Nationality-Indian, by Occupation-Business, residing at 125/4, Santoshpur Avenue, P.O.- Santoshpur, P.S.-Survey Park, Kolkata-700075 hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND / OTHER PART.**

W H E R E A S one Amit Kumar Acharya and Ashis Kumar Acharya, both sons of Late Anil Kumar Acharya got and acquired **ALL THAT** piece and parcel of land measuring an area of **03 (three) Cottahs 02 (two) Chittacks** be the same a little more or less homestead land in E/P No.-387, SP No.-534, in C.S. Dag Nos. 316(p), in Khatian No.-----, of Mouza -Santoshpur, J.L. No.-22, P. S.- Kasba, thereafter Purba Jadavpur, at present Survey Park, Kolkata-700 075, District 24 Parganas (South) from the Government of the State of West Bengal on the 8th day of **October, 1993** by a deed of gift which was duly registered before the Additional District Registrar, at Alipore, District-24 Parganas (South) and recorded in its Book No.-I, Volume No.-6, at pages from 229 to 232, **Being No.-433** for the year 1993.

AND WHEREAS the present owners herein became the absolute **OWNERS** of landed property as described in the **SCHEDULE "A"** herein and mutated their names as

owners in respect of the aforesaid landed property their names in the record of the Kolkata Municipal Corporation and the said property has been assessed and premises No. **47, Rani Rashmoni Bagan**, (Mailing Address- 58A, Kali Kumar Majumder Road), having Assessee No. **31-104-34-0047-6**, P.S.-Survey Park, Kolkata-700 075, Ward No.-104, and have been enjoying the said property free from all encumbrances, charges, liens, attachment whatsoever.

AND WHEREAS while seized and possessed of the above landed property, the said Ashis Kumar Acharya, son of Late Anil Kumar Acharya, died intestate on **06/06/2012**, leaving behind surviving him his wife namely Smt. Sulata Acharya and only married daughter namely Smt. Dola Bhattacharjee who became the joint Owners of the left over proportionate share of the above landed property by his wife and married daughter as per Hindu Succession Act, 1956 along with Sri Amit Kumar Acharya and have been possessing and enjoying

the same peacefully without any interruption free from all encumbrances, liens, attachment whatsoever.

AND WHEREAS thus the said Sri Amit Kumar Acharya, Smt. Sulata Acharya and Smt. Dola Bhattacharjee became the joint Owners of the aforesaid property more fully and particularly described in the **SCHEDULE "A"** hereunder written.

AND WHEREAS the said property is free from all encumbrances, liens, mortgages, lispendens, attachment whatsoever.

AND WHEREAS the said the land owners herein have decided to develop and construct a **G+III** storied residential building with lift facility on the said premises but due to personal difficulties and/or want expertise and finance, they have

expressed their desire to appoint a promoter/developer for such development of said property.

AND WHEREAS the Developer is mostly doing the job of construction as Developer /Building Contractor with vast experience and upon mutual consent of the parties hereto the Owners and the Developer enter into this Joint Venture Agreement for development in respect of the said plot of land with the scheme to formulated by the Owners and to empower the Developer to raise proposed construction.

AND WHEREAS the Owners have agreed to grant the exclusive right to **M/S JAYA CONSTRUCTION**, a proprietorship concern represented by Sri Ashok Kumar Ghosh, as the developer, to construct a **G+III** storied residential building with lift facility on the said premises as per the building plan to be sanctioned/approved by the

Kolkata Municipal Corporation or any other appropriate authority.

AND WHEREAS the Owners hereby grant the exclusive right to the said developer/promoter to construct a **G+III** storied residential building with lift facility as per the sanction plan to be sanctioned by the Kolkata Municipal Corporation or any such authority, on the said premises and to sell all the flats/car parking spaces from the allotted portion of the developer is entitled to accept advances/payments from the intending purchaser/purchasers and the Owners hereby agree to transfer and convey the undivided proportionate share of their land together with the flats/car parking spaces etc. to the nominees of the Developer by executing relevant Deed of Conveyance at the cost of the nominees.

AND WHEREAS at or before execution of this agreement, the Owners have assured the Developer as follows:

- i. The said plot of land is free from all encumbrances.
- ii. The Owners have the marketable title in respect of the said plot of land.
- iii. The Owners have full right and authority to enter into this Joint Venture Agreement.
- iv. That the said plot of land or any part thereof is not subject to any notice of acquisition or requisition or alignment.
- v. That the said plot of land or any part thereof is not subject to any Attachment under the Income Tax Act or under any provisions of the Public Demand Recovery Act.
- vi. That the Owners have neither entered into any other Agreement for Development nor have created interest in favour of any third party in the said plot of land or portion thereof.
- vii. Relying on the aforesaid representation and assurances and on being satisfied as to the

marketable title made out by the Owners, the Developer hath agreed to undertake the work of development of the said premises and hath further agreed to make payments of various amounts hereinafter mentioned and also to incur all costs, charges and expenses for sanctioning of the plan and for development of the said premises.

Provided however, the Owners doth hereby unequivocally agree to indemnified the Developer and all its rights under this agreement including the Developer's allocation against any claim or demand if hereinafter made by any person or persons or concern or concerns relating to or concerning the said premises and /or any part thereof and thereby causing any impediment on the Vendor in complying with this Agreement.

AND WHEREAS in consideration of this instant agreement the Owners will be provided as follows: -

The Owners shall be provided the **50%** constructed area of flats and **50%** car parking spaces on the ground floor in the Building to be constructed on the said plot of land of the proposed **G+III** storied residential building with lift facility. Besides this the Owners shall be paid by the Developer an amount of Rs. **14,00,000/-** (Rupees-**Fourteen Lakh**) only as non-refundable / forfeit money. The Owners shall be given their possession first.

AND WHEREAS in consideration of this instant agreement the Developer will be entitled for the remaining **50%** areas of flats & **50%** areas of car parking spaces on the ground floor of salable area in the entire proposed **G+III** storied residential building with lift facility except the Owners' allotted area as stated hereinabove, inclusive of Common service area more fully and particularly mentioned in the **Schedule "D"** hereunder written and the Developer shall

have the absolute discretion to sell these areas to the intending purchaser/purchasers at the price, terms and conditions of his choice.

AND WHEREAS the Landowners agreed to deliver or handover the possession of all that piece and parcel of entire vacant land to the Developer to construct the proposed **G+III** storied residential building with lift facility over the said land.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY
AGREED BY THE PARTIES HERETO** as follows:

1.
 - i. **LANDOWNERS** shall mean and include (1) **SRI AMIT KUMAR ACHARYA**, (2) **SMT. SULATA ACHARYA**, (3) **SMT. DOLA BHATTACHARJEE** and their heirs, executors, legal representatives, administrators and assigns.

- ii. **DEVELOPER** shall mean and include **M/S. JAYA CONSTRUCTION**, represented by its sole proprietor **SRI ASHOK KUMAR GHOSH**, son of Late Murari Mohan Ghosh, and its successor in office, heirs, executors, legal representatives, administrators and assigns.
- iii. **PURCHASER** shall mean the person or persons and his/their heirs, executors, legal representatives, administrators and assigns, who agree to purchase the flat/car parking space at the proposed building to be constructed over the above plot of land inclusive the right of undivided proportionate share on the said premises.
- iv. **SAID PROPERTY** shall mean and include **ALL THAT** piece and parcel of land measuring an area of 3 Cottahs 2 Chittack be the same a little more or less

under Mouza- Santoshpur, in E/P No.-387, SP No.- 534, J.L. No. 22, Touzi No. 151, C.S. Dag No. 316(p), Police Station- Purba Jadavpur now Survey Park, within the limits of the Kolkata Municipal Corporation, Ward No.-104, K.M.C. **Premises No. 47, Rani Rashmoni Bagan** (Mailing Address- 58A, Kali Kumar Majumder Road), Kolkata-700075 having its **Assessee No. 31-104-34-0047-6**, District- South 24 Parganas, more fully and particularly described in the **SCHEDULE - A** herein below.

- v. **BUILDING** shall mean the proposed **G+III** storied residential building with lift facility to be constructed on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation or any other appropriate authority.

- vi. **JOINT VENTURE AGREEMENT** shall mean the instant agreement by and between the Owners and the Developer purely on joint-venture basis for the construction of the proposed building on the said plot of Land.
- vii. **FLAT/CAR PARKING SPACE** shall mean the specific sellable and/or transferable area in the building proposed to be constructed over the said plot of land and capable of being exclusively occupied as per building permit to be granted by the Kolkata Municipal Corporation.
- viii. **ARCHITECT** shall mean such person/persons firm or company, whom the Developer may appoint as architect for planning, designing and supervising the construction of the building at the site on behalf of the Developer.

- ix. **COMMON AREAS** shall mean the area of lobbies, passage, roof, stair case, landing and other portions of the building intended or required for egress and ingress to any portion/flats for the use of the Co-Owners of the flats/rooms e.g. water pump room, open terrace on the top floor etc. and equipments and accessories provided for and/or reserved in the said building like motor pump, electric installation, plumbing, drainage and other installation, fittings, fixtures and machinery for common use and enjoyment more fully and particularly described and mentioned in **SCHEDULE -"D"** herein below.
- x. **COMMON RIGHTS** shall mean and include the rights in common with other purchasers more fully and particularly described in the **SCHEDULE "D"** herein below.

- xi. **COMMON EXPENSES** shall mean and include the proportionate share of costs expenses and charges for working maintenance, upkeep repairs and replacement of the common parts including proportionate share of corporation taxes, property taxes and other taxes and levies relating to or connected with the said building and land thereto.
- xii. **CO-PURCHASERS OR CO-OWNERS** shall mean the person or persons with whom the Vendors and Developer/Constituted Attorney agreed to transfer by way of conveyance or otherwise, undivided interests in the land.
- xiii. **COMMON EASEMENTS** shall mean the easements, quasi-easements, rights, privileges and appurtenances appertaining to the said flat and car

parking space for reasonable enjoyment and occupation of the flat and car parking space and shall also include the reciprocal easements, quasi-easements, obligations and dues or like nature of the other Flats in the said building in or upon such flat more particularly described in the **SCHEDULE "E"** hereunder written.

xiv. **UNDIVIDED PROPORTIONATE SHARE** shall mean the undivided share/interest on the said premises in proportion to the built-up area of the flat, the right on which is being possessed by each flat Owners.

xv. **OWNERS' ALLOCATION** shall mean in consideration of this instant agreement the Owners will be provided as follows:

The Owners shall be collectively provided the 50% constructed area of the flats and 50% car parking spaces

except common area on the ground floor in the building to be constructed on the said plot of land of the proposed **G+III** storied residential building with lift facility.

The Owners collectively shall get flats and car parking space as mentioned below:

- i) One flat on the 1st floor South-East-North facing;
- ii) One flat on the 2nd floor South-East-North facing;
- iii) One flat on the 3rd floor South-West-North facing;
- iv) 50% car parking space South-East-North facing;

The Owners further shall be paid by the Developer an amount of **Rs.14,00,000/-** (Rupees-**Fourteen Lakh**) only as non-refundable/forfeit money. No house rent shall be provided to the Owners by the Developer during the construction period.

DEVELOPERS' ALLOCATION shall mean in consideration of this instant agreement the Developer will be entitled for the remaining **50%** constructed area of the flat areas and **50%** car parking spaces on the ground floor of the proposed **G+III**

residential building except the Owners' allotted area as stated hereinabove, inclusive of common service area and the Developer shall have the absolute discretion to sell these area to the intending purchaser/purchasers at the price, terms and conditions of his choice.

In addition to above the owners shall handover the vacant possession of the entire premises (after plan sanction) to the Developer for demolition purpose. The Developer shall demolish the old structure from his own financial sources and shall collect the entire salable amount in his own account.

2. The Owners shall sell, transfer, convey, assign, and assure unto the Developer or his nominee's the undivided interest in the said premises for the consideration of the share of Owners' allotted area at the proposed building to be constructed as per the plan to be sanctioned by the Kolkata Municipal Corporation inclusive of Common Service Areas

mentioned hereunder in the **SCHEDULE -"D"**, complete in every respect and free from all costs, charges and expenses.

3. That within **30 days** from the date of plan sanction, or as and when the Developer shall request, the Landowners shall deliver or handover the possession of all that piece and parcel of entire vacant land to the Developer.
4. The Owners shall not be liable in any way for any advance taken from the intending purchaser/purchasers and also would not has any liability so far as any other commitments made by the Developer with the intending purchaser/ purchasers.
5. The Owners hereby agrees to sign and execute all legal acts, deeds, documents, applications, things including the registration of the Development Power

of Attorney in favour of the Developer for completely effecting the terms of this Agreement.

6. The Owners shall handover all original documents of the title Deed and other relevant papers and documents relating to the said plot of land to the Developer against valid receipts to give complete effect of this Joint Venture Agreement and the Developer will return those documents after completion of the said project and one Completion Certificate also handover.
7. The Owners do hereby declare that the said premises have good marketable title without any claim, right, title or interest from any other person or persons and is free from all charges, claims, encumbrances, mortgage, liabilities and attachments whatsoever.

8. The Owners also hereby undertakes to indemnify and keep indemnified the Developer from and against any mortgage and/or rights of possession to any third party on the said premises.
9. The Owners further agree that the Developer shall at all times be entitled to enter upon the said premises for taking all steps relating to or in connection with or in any way connected with, carrying out of this Agreement.
10. During the continuance of this Agreement, the Owners shall not in any way cause any impediment or obstruction whatsoever in the construction or development work at the said plot of land.
11. The Developer hereby undertakes to construct the new **G+III** residential building with lift facility in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation or any other appropriate authority and no construction will be done beyond the said sanction plan.

12. The Developer shall obtain the building plan sanctioned from the Kolkata Municipal Corporation or any other appropriate authority and also construct the proposed building on the said plot of land at his own cost and expenses.
13. The Developer shall pay all municipal taxes from the date of this Agreement till the fresh assessment of the new building is not done by the appropriate authority or handover the flats / car parking space in favour of the Landowners herein or the individual Owners, whichever is earlier.
14. The Developer / Second party shall be entitled to appoint his own labours, masons, contractor, builder, engineer, architect for necessary raising 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 liabilities together with all responsibility shall remain with the Developer / Second Party and to that effect the owners / first party shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventuality takes place at the time or after construction is completed and hand over to the prospective purchasers. The Second Party / Developer shall remain liable for any litigation arising out of any matter relating to the construction of the building. In the matter of bringing up construction at the property mentioned and described in Schedule "A" hereunder written the developer shall take care, in all respects, and they shall be responsible, in the event of any actionable wrong if at all occurs to the men and masons to be employed by them or to any third party or parties.

15. The Developer shall complete the project approximately within **24** (Twenty-four) months from the date of getting sanction plan and handover the vacant peaceful possession of the said land to the Developer whichever is later on. If any delay is caused due to the unnatural circumstances beyond the control of the Developer or due to any stay order or restrain order from any Court of land/any Government/semi government/ statutory body or authority / police / Fire Brigade authority etc. including the force measure, in such event extension of the completion period should be extended and granted by the Owners without any further notice. That if the developer shall not be able to hand over the Owners' Allocation to the owners within twenty four months from the date of getting the Sanctioned Plan from the Kolkata Municipal Corporation, the time period can be extended mutually by writing to additional three months only. That, thereafter even, if the developer shall not be able to hand over the

Owners' Allocation to the Owners within the aforesaid period of twenty seven months (twenty four months plus three months) from the date of getting the Sanctioned Building Plan from the Kolkata Municipal Corporation, in that case, this Development Agreement shall automatically be cancelled and the Owners shall forfeit entire 14,00,000/- (Rupees- Fourteen Lakh) only.

16. Any extra work other than mentioned in the specification of the flat and below will be charged separately on prevailing market price.
17. The Owners hereby agree to observe and perform all the covenants and conditions in this Agreement and to keep the Developer, his agents, respective estate and effects indemnified and harmless against the said covenants and conditions except so far as the same is/are expressly and exclusively intended to be observed by the Developer.

18. The Owners have also agreed that prior to this Joint Venture Agreement if any amount is found payable as fees/tax or on any account whatsoever by the act of Municipality/Corporation/State Government/Central Government, the same shall have to be paid by the Owners.
19. SUPPLIMENTARY AGREEMENT : After sanction of the building plan both the parties hereto shall enter into a supplementary agreement for specification of their respective allocation and the said agreement shall be treated as part and parcel of this agreement and both parties may enter into any further supplementary agreement, if requires, due to the change of circumstances like amalgamation etc.
20. This agreement is binding upon all the legal heirs and successors of both the parties.
21. If the Developer may construct further floor beyond this agreement, in that event the Owners collectively shall get 35% of the constructed areas and the Developer shall get 65% of the constructed areas.

**IN CONNECTION WITH THE USE AND ENJOYMENT OF
THE FLATS, BUILDING AND UNDIVIDED
PROPORTIONATE SHARE OF THE PREMISES, THE
OWNERS HEREBY AGREE:**

1. Not to do anything whereby Developer is prejudicially or anyway effected.
2. Not to obstruct the Developer/his person/persons in any manner in raising further stories/making other construction or transferring any right to any person/persons on or over the land/other flat therein.
3. Not to claim any right in any manner on any other part of the said building or claim any partition of the said land/common area, save as may be necessary, for ingress and egress of men/materials in the flat and in particular not to claim any right on any parking space/shop save as expressly granted.

4. Not to use/allow the use of the said flats for the purposes other than for decent and peaceful residential purposes.
5. Not to do anything whereby other purchasers are obstructed/prevented from the use and enjoyment quietly, peacefully and exclusively of their respective flats and the commons areas.
6. Not to throw any rubbish/stone/any article/combustible good in the common areas or to cause any nuisance or annoyance to the purchasers/occupants of the other portions in the building.
7. To keep the flats, walls, pipes, drain fittings, fixtures, appurtenances, etc. belonging thereto in good state, working and good tenable repair and condition.

8. To allow all the purchasers to enjoy their rights, easements/quasi – easement set out in the schedule “E” hereto.
9. To undertake to be a member of the Owners’ Association for looking after and maintaining the said building in good condition and also to observe the rules and regulations framed by the same association.
10. To allow the Developer and/or his agents/workmen at all reasonable time to view and examine the state and condition of the flats/any part thereof and also for the purpose of repairing/maintaining of common utilities in the building.
11. The Owners and the Developer has entered into this Agreement purely on principal – on – principal basis

and nothing stated therein shall be deemed to construct a partnership between them.

12. Each of the above party shall keep other party indemnified from and against any losses and damages whatsoever by each act/violation of the terms and conditions of this Agreement.
13. The Developer shall be entitled to assign or transfer the benefits of this Agreement in favour of any person or party according to his choice during the period of this Joint Venture Agreement with prior permission from the Owners in writing.
14. On completion of the project of development of the said plot of land or construction of the said building and also distribution of the allocation of the Owners and the Developer in the manner as agreed herein, this Agreement stands fulfilled.

15. That the Developer shall bare all costs and expenses in respect of the construction of the new **G+III** storied residential building with lift facility and the Owners shall not liable for the same.
16. That the Owners and all the occupiers of the building shall be proportionately borne all expenses for maintenances, repairing in respect of the common parts of the said building and also all expenses for running and operating all common machineries, equipments and other common installations of the proposes building.
17. That all the heirs and successors of the parties herein shall abide by the terms and conditions of this **Agreement for Development** in future.
18. The original of the **"AGREEMENT for DEVELOPMENT"** signed by both the parties shall be registered and the

Developer shall keep this registered deed of this Development Agreement. Xerox copy of this registered Deed shall be delivered to the Owners.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the landed property)

ALL THAT piece and parcel of land measuring an area of 3 Cottahs 2 Chittack be the same a little more or less under Mouza- Santoshpur, E/P No. 387, S.P. No.-534, J.L. No. 22, Touzi No. 151, C.S. Dag No. 316(p), in Khatian No.-----, Police Station-purba Jadavpur now Survey Park, within the limits of the Kolkata Municipal Corporation, under Ward No.-104, K.M.C. **Premises No. 47, Rani Rashmoni Bagan** (Mailing Address- 58A, Kali Kumar Majumder Road), Kolkata-700 075 having its **Assessee No. 31-104-34-0047-6**, District- South 24 Parganas, together with right of easement, all common facilities and amenities and annexed thereto, which is butted and bounded as follows:

ON THE NORTH : 30 ft wide K. K. Majumder Road;

ON THE SOUTH : E 386

ON THE EAST : 6 ft wide Common passage;

ON THE WEST : E 388

THE SCHEDULE "B" ABOVE REFERRED TO

(Description of the Owners' allocation)

The Owners shall be provided the **50%** constructed area of flats and **50%** constructed area of car parking spaces on the ground floor except common area in the building to be constructed on the said plot of land of the proposed **G + III** storied residential building with lift facility.

The Owners collectively shall get flats and car parking space as mentioned below:

- v) One flat on the 1st floor South-East-North facing;
- vi) One flat on the 2nd floor South-East-North facing;
- vii) One flat on the 3rd floor South-West-North facing;
- viii) 50% car parking space on South-East-North facing;

The Owners further shall be paid by the Developer an amount of Rs.14,00,000/- (Rupees-Fourteen Lakh) only as non-refundable/forfeit money. No house rent shall be provided to the Owners by the Developer during the construction period.

THE SCHEDULE "C" ABOVE REFERRED TO
(Description of the Developer's Allocation)

In consideration of this instant agreement the Developer will be entitled for the remaining **50%** constructed area of the flat areas and **50%** car parking spaces on the ground floor of the entire proposed **G+III** residential building only salable area except the Owners' allotted area as stated hereinabove, inclusive of common service area more fully mentioned in the **Schedule-"D"** hereunder written and the Developer shall have the absolute discretion to sell these areas to the intending purchasers at the price, terms and conditions of his choice.

The Developer shall get flats and car parking space as mentioned below:

- i) One flat on the 1st floor South-West-North facing;
- ii) One flat on the 2nd floor South-West-North facing;
- iii) One flat on the 3rd floor South-East-North facing;
- iv) 50% car parking space on South-West-North facing;

In addition to above the Owners shall handover the vacant possession of the entire premises (after plan sanction) to the Developer for demolition purpose. The Developer shall demolish the old structure from his own financial sources and shall collect the entire salable amount in his own account.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Portion)

1. The back space and side space in the ground floor i.e. corporation bare space and stair and roof of the proposed building will be used by the Owners commonly with the Co-Owners of the flats.
2. The foundation, columns, girders, beam, supports, main walls, corridors, lobbies, stairs, roof, stair ways,

entrance to and exists from the building to the said flats free hold land are intended for common use.

3. Installation of common services such as water, sewerage, roof etc.
4. Pump motor, pipe ducts and apparatus and installations in the said building for common use.
5. Electric wiring and fitting and fixtures for lighting the stair case lobby and landing and other common areas in the building.
6. Water and soil evacuation pipes from the units to drains common to the building.

THE SCHEDULE "E" ABOVE REFERRED TO

(Easements)

The Owners shall have the following rights, easements, quasi-easements, privileges and/or appurtenances:

- a) The right of common passage, use and movement in all the Common Portions.

- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables etc. through each and every part of the said Building including the said flats.
- c) Right of support, shelter and protection of each portion of the said Building by other and/or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances are usually held, used, occupied or enjoyed as part or parcel of the said flats and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flats or any other units for the purpose of

repairing of the common areas or any appurtenances to any unit and/or anything comprise in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the Co-Owners.

THE SCHEDULE "F" ABOVE REFERRED TO

(common expenses)

The Owners shall regularly and punctually pay to the Developers and upon information to the Association, proportionate share of the common expenses as more fully described herein below: -

A. Punctually pay to the Developers and upon information to the Association, proportionate share of the common expenses as more fully described herein below: -

- a) All costs for maintaining operating, repairing, whitewashing, painting, decorating, redecorating and lighting the common portions of the said

Building including the outer and external walls of the said building.

- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.
- c) All charges and deposits for supplies of common utilities to the Co-Owners in common.
- d) Municipal Tax, Water Tax and other levies in respect of the said Premises and the said Building save those assessed on the Owners separately.
- e) Costs of formation and operating the Association.
- f) Costs of running, maintenance, repairing and replacement of pumps and other common

installations including their license fees, taxes and other levies, if any.

- g) Electricity charges for the electricity energy consumed for the operation of common services.
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-Owners in common.

THE SCHEDULE "G"-ABOVE REFERRED TO

(Specification of Work in the New Building)

FLOORING AND SKIRTING:

- a) Floor, skirting of all rooms, kitchen and verandah shall be of Marwar White Marble, size: 2'-0" X 2'-0" or 2'-0" X 2'-6".
- b) Skirting shall be of 4"/6" height measured from the finished floor.

c) Toilet floor will be white marble or non-skid floor tiles.

PLASTER:

The outside of the said building shall be plaster $\frac{1}{2}$ " thick (average) whereas the inside and the ceiling plaster shall be thick $\frac{1}{2}$ " (average).

DOORS:

(a) Main door will be Single leaf Block Board construction water resistance flush door with front side sunmica affix.

(b) All other doors Single leaf Block Board construction water resistance commercial flush door, (both side painting of the doors and door frames of all the doors will be painted by the developer)

(c) Sal Wood door frame (size: 4"X2 $\frac{1}{2}$ ")

(d) 8" long tower bolt from inside (stainless steel)

(e) Telescopic peep hole only for Main door.

(f) Lock (Mortise lock Godrej make) [only for main door]

(g) Calling Bell on the door.

(h) Water proof door shall be provided P.V.C. door and P.V.C. frame in toilets.

WINDOWS:

All windows shall be made of aluminium sliding window and black colour glass with grill.

TOILET:

- (a) White glazed tiles will be provided up to 6'-0" height.
- (b) Porcelain European type Comode in the toilet & W.C.
with a good quality sit cover of P.V.C. and P.V.C. cistern in each toilet.
- (c) One number porcelain basin in suitable position in Drawing-cum-Dining room if possible.
- (d) Shower in main toilet only.
- (e) One Geyser point in main toilet only.
- (f) Wash basin in one toilet with water taps.
- (g) Cistern in both toilets (PVC cistern each bath)
- (h) One water tape near commodes in each toilet.
- (i) Concealed PVC Pipes.
- (j) All porcelain fittings Hindware.

KITCHEN:

- a) Kitchen slab shall be of Black Granite over black stone with proper brick supports and one hole for passing LPG Cylinder to Gas Oven Rubber Tube.
- b) White glazed tiles up to 4'-0" height along the entire length of the granite slab.
- c) One stainless steel sink with water tap provided with proper support.

STAIRCASE & LANDING:

- a) Steps and landing shall be of White Marble.
- b) Hand railing made of mild steel bluster duly painted with acrylic emulsion.

ROOF:

- a) I.P.S. on roof after giving latest Sika Treatment on the roof with proper slope must be done on the concrete roof.
- b) 3'-0" height measured Parapet wall.
- c) Parapet wall plaster on both sides shall be provided on all round the roof slab.

ELECTRIC POINTS AND WIRING:

- a) Wiring shall be concealed, suitable sized PVC ducts shall be used copper wire (Fenolex) with suitable insulation type shall (Fenolex) be used for wiring as well as proper earthing of the building for protection against lightning and electrification.
- b) Bed Room: (each) one fan point, two light points, Two Plug point (5 Amp). A.C. point in both bed rooms.
- c) Kitchen: One light point, one 15 Amp power socket, one 5 Amp point for exhaust fan or chimney and one 5 Amp point for water filter.
- d) Toilets: One light point, one 15 Amp power socket, one power point 5A for exhaust fan. In W.C. one light point and 5A Socket for exhaust fan.
- e) Drawing-cum-dining room: One or two fan points, two or three light points, one 15 Amp sockets for Refrigerator, two points for T.V, one calling Bell point in ground floor and one calling Bell point in Main Door.
- f) Verandah: One light point and one 5 Amp plug point.
- g) Roof: One light point in roof. One Plug point in top landing of staircase.

h) Entrance and common passage proper lighting arrangement.

All electrical fittings should be Anchor / Priti switch and socket plug.

LOCKS ETC. ON DOORS:

- a) All bed rooms: One Tower bolt of 10" size from inside and one Handle or Ring.
- b) All toilets: One Tower bolt of 3" size from inside and one 3" tower bolt outside with suitable handle (PVC)
- c) Kitchen: One tower bolt of 6" size from outside with handle or ring.
- d) Main entrance door: One 10" long steel tower bolt from inside, telescopic, peep hole, lock (mortice lock, Godrej make) and one decorative handle from outside.

DOOR STOPPERS & BUFFERS:

All the doors of bed rooms, kitchen and Balcony shall be provided with door stoppers & buffers.

WATER SUPPLY:

- a) RCC casting overhead water reservoir and RCC casting sub-underground water reservoir with manhole entry covered by PVC Lid.
- b) Suitable connection with K.M.C. approved ferrule shall be provided for K.M.C. water supply.
- c) The abovementioned electric pump (single phase 220/230V) shall be installed at the underground water reservoir.

SEWERAGE AND DRAINAGE: Septic tank with suitable size, soil, link, outlet from toilet along with catch pits for collecting rain water and water from kitchen shall be provided. Wherever necessary both soil / PVC and rain water lines shall be connected to K.M.C. sewer / drainage lines.

COMPOUND:

- a) Entire compound along all the four sides of the said building shall be paved and shall be bounded with wall plastered on internal side (i.e. the surface facing the said building) all round.

- b) One MS grilled main gate duly painted and more or less of same height as that of the boundary walls shall be provided.

PAINTING:

- a) The said building shall be painted externally with branded Co's weather coating paint.
- b) The inside of the said building shall be finished with wall putty i.e. on all the walls of all the bedrooms, drawing-cum-dining room, kitchen, both the toilets and verandah including stair case and landing.

ELECTRIC METER:

- a) One common electric meter serving common electric points.
- b) 1 (One) CESC electric meters for the landowners flat shall be provided by the developer. The Owners shall deposit the amount and others cost for their individual meter line and the developer shall arrange to get the connection for their flats.

N.B.:

- i. Sika treatment for toilets & also in the roof.

- ii. All casting of the building should be done by full coarse sand.
- iii. Brick work should be done by 1No. bricks.
- iv. Water, sanitary and electrical line and fitting should made with branded Co's materials.
- v. Surrounding outside fencing height of the building minimum 4' ft.
- vi. Elevation of the building should be decorative and colorful and modern.
- vii. Under ground and overhead water reservoir should made by R.C.C. with Brick work.
- viii. Stair case of the building are lighted by sufficient sun light.
- ix. All rooms wall should be finished with wall putty.
- x. Total building outside wall should be painted with colorful branded Co's weather coating paints.

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

SIGNED, SEALED AND DELIVERED:

Signed, Sealed and Delivered by
the parties at Kolkata
in the presence of:

WITNESSES:

1) Subhash Chandra
Advocate
AS-100/100
KOL-163

2. Nirmal Kumar
Advocate
61, 62, 63, 64 St
2nd Floor, KOL-700011.

Drafted & prepared by me:

Japan Chakraborty
Regd No WB/2691/99 Advocate,
Alipore Police Court,
Kolkata-700 027

Typed by me: :

Amul K. Acharya
Sulata Acharya

Dola Bhattacharya

Signature of the OWNERS
(FIRST PART)

For JAYA CONSTRUCTION

Ashok Kumar
Proprietor

Signature of the DEVELOPER
(SECOND PART)

MEMO OF CONSIDERATION

RECEIVED on and from the within named Developer /
Second Part the within mentioned amount of Rs.
14,00,000/--(Rupees-Fourteen Lakhs) only as per the terms
and conditions of this registered development agreement.

Sl.No.	Date	Draft No.	Bank & Br.	Amount.
1.	06.12.2021	597040	P.N.B. Garfa, Kolkata-75	7,00,000/-
2.	06.12.2021	597041	DO	3,50,000/-
3.	06.12.2021	597042	DO	3,50,000/-

WITNESSES:

1) *Sulash Datta*

2) *Nirupam Sankar
Horowitz*

Arjit Kumar Acharya
Sulata Acharya
Sola Bhattacharyee

Signature of the **OWNERS**
(FIRST PART)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 4461 to 4532
being No 163005468 for the year 2021.



Digitally signed by RITA LEPCHA DAS
Date: 2022.01.05 17:59:13 -08:00
Reason: Digital Signing of Deed.

(Rita Lepcha) 2022/01/05 05:59:13 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)