

T-0973/2029



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AR 570035

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

Dist. Sub-Registrar-1
Aligarh, South 24 Parganas

15 MAY 2074

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this

15th day of may, 2024 (Two Thousand Twenty Four)

BETWEEN

— 36000 — m² — area 22.95 —

1) NIVA KAGA, (PAN – CXQPK8484F), (Aadhaar No.9221-5666-0003), wife of Late Manoj Kaga , by faith – Hindu , by Occupation – Housewife, By Nationality – Indian , 2) MOUMITA SANTRA (KAGA) (PAN – CPCPS0237N) , (Aadhaar No. 2056-8478-9523) , daughter of Late Manoj Kaga , by faith – Hindu , by Occupation – Housewife , by Nationality – Indian , both residing at 594, Diamond Harbour Road , P.O- Behala, P.S – Parnashree Kolkata - 700034, hereinafter called and referred to as the "OWNERS" /FIRST PARTY", (which expression shall unless excluded by or otherwise repugnant to the context be deemed to mean and include their heirs, successors, executors, legal representatives and assigns) of the FIRST PART;

-AND-

M/S B.R.C ENTERPRISE (PAN – ABBFB8992N), a Partnership firm , having its office at 522A/1, Diamond Harbour Road , P.S- Parnasree , Kolkata – 700034 represented by its partners namely (1) SRI BISWANATH CHATTERJEE, (PAN – AEGPC5273D), (Aadhaar No. 4314-4028-1822), son of Late Kaliprasad Chatterjee , by faith – Hindu, by occupation – Business , by Nationality – Indian, residing at 4/3, Narendra Nath Sarkar Road , P.O Barisha , P.S- Thakurpukur , Kolkata – 700008

— Sri Biswanath Chatterjee —

2) SRI RAJU BHUNIYA (PAN – BCGPB0866C, Aadhaar No. 8794-4738-2401), son of Wahad Bhuniya , by faith – Muslim, by occupation – Business, residing at 4/4D, Panch Masjid Road , P.O & P.S- Thakurpukur , Kolkata – 700063, District – South 24 Parganas, (3) SMT. CAMELLIA ROUTH, (PAN –ADLPR2165H), (Aadhaar No. 8898-2729-8575), wife of Sri Swapan Routh , by faith – Hindu, by occupation – Business , by Nationality – Indian, residing at 56/1A, Siddhinath Chatterjee Road , P.O & P.S- Behala , Kolkata – 700034 hereinafter referred to as the “DEVELOPER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, successors-in-interest, executors, administrators, legal representatives and assigns) of the SECOND PART;

WHEREAS one Manik Lal Kaga son of Late Chandra Kumar Kaga was the absolute owner of ALL THAT piece and parcel of land hereditaments and premises measuring an area of .23 decimal homestead land together with a Partly Two Storied residential Building standing thereon comprised in Dag No. 80/ 326 under Khatian No. 228 lying and situate at Mouza Gangarampur, J.L. No. 5 , under Police Station Behala in the

—→ *Manik Lal Kaga*

District 24 Parganas within the Jurisdiction of the then South Suburban Municipality now within the limit of Kolkata Municipal Corporation by virtue of a Deed of Gift dated 28th February 1958 duly executed and registered at the office of Joint Sub-Registrar Alipore at Behala and recorded in Book No. I, Volume No. 13, Pages 67 to 69, Being No. 687 for the year 1958 and delivered peaceful vacant possession.

AND WHEREAS above named Manik Lal Kaga after above Deed of Gift duly mutated his name in the record of J.L.R.O. Behala and also in the record of the then South Suburban Municipality now within the limit of Kolkata Municipal Corporation and began to enjoy said property by paying rent and taxes accordingly.

AND WHEREAS above named Manik Lal Kaga during his life time began to enjoy his said property by paying rent and taxes to the appropriate authority by exerting all right of Ownership free from all encumbrances attachment charges whatsoever.

AND WHEREAS while enjoying and possessing said property as absolute owner said Manik Lai Kaga the original owner died intestate on 06.09.1973 leaving behind surviving Smt. Biva Rani Kaga as his widow and Sri Mukul Kaga and Sri Monoj Kaga as his two sons as heirs, successor and legal

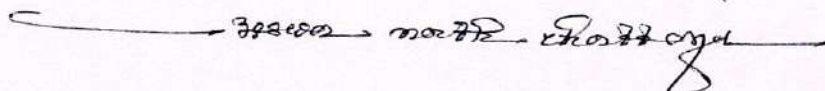
— 28.2.1958 — 10.9.73 — 28.2.1974 —

representatives of the property left by him, thus said Biva Rani Kaga, Mukul Kaga and Monoj Kaga became the joint Owner of the said property left by said original owner Manik Lal Kaga since deceased.

AND WHEREAS after the death of Manik Lal Kaga they duly mutated their name in the record of Kolkata Municipal Corporation being known and identified as Municipal Premises No. 224, Diamond Harbour Road, Ward No. 130 within the limit of Kolkata Municipal Corporation corresponding to postal Premises No. 594, Diamond Harbour Road, P.S. Behala now Parnasree, Dist. South 24 Parganas, Kolkata- 700 034 and began to enjoy said property as absolute joint owner.

AND WHEREAS while enjoying and possessing said dilapidated old building together with homestead land as absolute joint owner said Biva Rani Kaga died intestate on 03.07.2004, thus said Mukul Kaga and Monoj Kaga became the absolute joint owner of the partly Mennonite and partly Asbestos and Tile roof Building together with 13 (Thirteen) Cottaha 14 (Fourteen) Chittak 29 (Twenty Nine) Sq. ft. land as absolute joint owner and they began to enjoy said property by paying rent and rate accordingly.

AND WHEREAS after demise of their mother Biva Rani Kaga above named Mukul Kaga and Monoj Kaga became the

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absolute joint owner of the property left by Manik Lal Kaga and Biva Rani Kaga as per Hindu Succession Act. 1956.

AND WHEREAS after the death of their parents above named Sri Mukul Kaga and Sri Monoj Kaga thus became the joint Owner of ALL THAT piece and parcel of homestead land measuring 13 (Thirteen) Cottaha 14 (Fourteen) Chittak 29 (Twenty Nine) Sq. ft. together with a old dilapidated building standing thereon comprised in R.S. Dag No. 80/326, under R.S. Khatian No. 228 lying and situate at Mouza Gangarampur, J.L. No. 5 , being Municipal Premises No. 224, Diamond Harbour Road, P.S – Parnashree , Kolkata - 700034 under Ward No. 130 within the limit of Kolkata Municipal Corporation .

AND WHEREAS while enjoying the said property both the parties made a registered Partition Deed which was registered in the office of D.S.R II at Alipore and recorded therein vide Book no. I, CD Volume No.10, Pages from 9419 to 9433 , being No. 07452 for the year 2014 of the said Office.

AND WHEREAS while enjoying the said property Monoj Kaga (now deceased) duly mutated his name in the local K.M.C Authority and the said premises known and identified as K.M.C Premises No. 224, Diamond Harbour Road , P.S – Parnashree , Kolkata – 700034 and the Assessee No. is 411300403042.

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AND WHEREAS the said Manoj Kaga died on 02/03/2024 leaving behind him his only daughter and wife namely Moumita Santra and Niva Kaga .

AND WHEREAS that after death of said Manoj kaga , his wife and daughter above named duly mutated their names in the local Corporation Office .

AND WHEREAS the Owners herein are very much desirous to construct a straight two/three storied residential building on their said land measuring an area of 7 Cottahs 3 Chittaks 15 sq.ft. more or less through the Developer herein in this regard and the Developer after vivid discussion with the Owners herein expressed their consent to develop the property as mentioned in the SCHEDULE 'A' written hereunder under the Ownership of the Owners herein.

AND WHEREAS the Developer herein, the Party of the OTHER PART has agreed to make the construction of the proposed flat system new building for residential and other purposes at it's own cost, experience and efforts and shall enjoy, entire construction of the building except the Owners' Allocation and also except the common areas and facilities as per sanctioned building plan and accordingly both the parties

— 322602 — 2024 — 02/03/2024 —

mutually have agreed upon to enter into this Agreement for Development on the following terms and conditions:-

DEFINATION & INTERPRETATIONS

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

1. OWNERS shall mean the Owners abovenamed and include their respectives successors, administrators, legal representatives and assigns.
2. DEVELOPER shall mean the Developer named above and include it's successors, successors-in-interest, successors-in-office administrators, legal representatives.
3. THE LAND shall mean ALL THAT the piece and parcel of Bastu land, measuring an area of 7 Cottahs 3 Chittaks 15 sq.ft. more or less, lying and situated in Mouza - Gangarampur, Pargana – Magura, comprised in R.S. Dag No. 80/326, and R.S. Khatian No. 228 Touzi No. 101, R.S. No. 181, J.L. No.5, Police Station then Behala now Parnasree, within the local limits of Kolkata Municipal Corporation, under Ward No. 130, being KMC Premises No. 224, Diamond Harbour Road , Kolkata 700034, under Assessee No. 411300403042, in the District of South 24 Parganas.

Witnessed and signed by _____

4. SALEABLE SPACE shall mean the space and / or spaces in the said straight two/three storied building to be constructed which is available for independent use and occupation after making due provisions of the Owners' Allocation and for common facilities and the space and / or spaces required therefore.

5. OWNER' ALLOCATION shall means 50% of the total FAR /sanction area approved by the K.M.C (being the Northern portion of the said building) along with undivided proportionate share of land, common areas, facilities attached thereto in the said premises more fully described in the SCHEDULE 'B' mentioned hereunder. Further the Developer also pay to the Land owner a sum of Rs.15,00,000/- (Rupees Fifteen Lac) only in the following manners:-

- 1) At the time of execution of this Agreement Rs.10,00,000/- (Rupees Ten Lacs) only.
- 2) After plan sanction and at the time of shifting of Land Lords will get Rs.5,00,000/- (Rupees Five Lac) only.

_____ *Signature* _____

6. DEVELOPERS' ALLOCATION shall mean 50% of the total FAR /sanction area approved by the K.M.C (being the Southern portion of the said building) along with undivided proportionate share of land, common areas, facilities attached thereto in the said premises more fully described in the SCHEDULE 'C' mentioned hereunder.

7. ARCHITECT shall mean any qualified licensed person or persons, firm and firms as approved by the Kolkata Municipal Corporation appointed or nominated by the Developer as Architect of the building to be constructed at the said premises.

8. In consideration of the Owners having agreed to entrust to the Developer for development of the said property described in the Schedule "A" hereunder written and to confirm upon the developer the rights, powers, privileges and benefits.

9. This Agreement will not be treated as a partnership between the Owners and the Developer and the Developer is engaged by the Owners to develop the said land as aforesaid.

10. That the Owners hereby indemnify that they are the full and absolute Owners of the said property and that the property is not subject matter to any mortgage, charge or any other

— 382402 — 2020 — 2020 — 2020 —

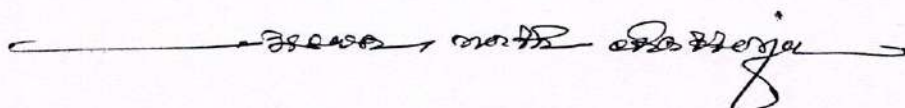
encumbrance and free from all encumbrances, liens and lispendences.

11. That the Developer shall complete and handover the Owners' Allocation within 24 months + 6 months (grace period six months) from the date of proposed building plans to be sanctioned by the KMC.

12. a) THE LAND shall mean the land more fully described in the Schedule "A" hereunder written.

b) THE BUILDING shall mean the Straight Two/Three storied building comprising of several flats on each floor and other spaces with all common and easement right.

c) COMMON AREAS all the common areas such as path and passages, stair case, landing, boundary wall, septic tank, water reservoir, underground and overhead water tank, corporation water if provided by the KMC, ultimate roof and rain and drain water pipe, sewer and sewerage and other common areas with common lights and fittings with the proportionate expenses for the maintenance of the common areas. The land underneath the said property shall remain unpartiable all the time.



d) ADVOCATE – shall mean such advocate as may be appointed by the Developer for this Project.

13. THE AGREEMENT shall take effect from the date of execution of this Agreement.

14. THE OWNER DECLARE as follows:-

a) That the Owners are the absolute Owners and seized and possessed of and / or well and sufficiently entitled to the said property as described in the SCHEDULE 'A' below.

b) That the said property is free from all encumbrances charges attachments, trust, acquisition, requisitions.

c) That the Owners hereinbefore had not entered by any agreement with any third party nor the property is a mortgage property with bank or any other institute.

d) The Owners shall sign and execute all the relevant papers for construction work whenever asked for and shall not disturb the Developer to complete the project as per agreement shall not interfere with the work till the construction is over, by any means or manner subject to fulfillment of the terms and conditions and specifications as mentioned herein in default the Owners shall

— 25/000 2072 2072/2072 —

have every right to interfere with the same and shall not interfere with the work till the construction is over but the Owners shall have the full right and authority to interfere in the matter in case of any violation of the terms and conditions and specifications of this agreement .

15. THE DEVELOPER DECLARES as follows:-

- a) That its shall construct the straight two/three storied building on and over the Schedule "A" property at it's own cost and responsibility and the Owners shall not bear a single money for this project.
- b) That the Developer shall handover the Owner's Allocation at first within 24 months + 6 months grace period from the date of sanctioned plan of the proposed building.
- c) That the Developer shall construct the building with first class materials and shall co-operate the Owners' for their necessary enquiry.
- d) That the Developer shall be entitled exclusively to manage supervise, control all and every act for the purpose of developing the said property for construction of straight two/three storied

_____ 25/06/2012 _____

building and having right to install hoarding in the site with right to invite Purchasers for the sale of Developer's Allocation through media, agent etc.

e) That the Developer provided shifting charges for the Land Lords regarding this project before demolishing of the existing structure of the said property.

f) That the Developer shall take all the benefits/earning profit regarding the existing structure of the said land.

16. That this agreement shall stand valid by the heirs and successors of the respective parties as per condition written hereinabove.

17. The Owners shall not cause interference or hindrance whatsoever in the construction of the said building at the said premises by the Developer and not to act or things whereby the Developer may be prevented from selling or assigning or disposing the Developer's Allocation and the common areas by any means and manner.

18. That all the original papers are lying in the Developer/s custody and if it is required for the owners then Developer shall handover the same with proper receipt .

_____ *Brown, Muth, Portegun*

19. That the Owners and the Developer henceforth in the proposed multistoried building shall enjoy their respective portion without any objection or obligation.

20. That the roof are commonly use for the Owners and other Occupiers of the said building.

21. The Tax / GST will be borne by the Land Owners himself for their Own Allocation as per applicable of the concerned authority.

22. That if the Developer needs a 6 months grace period over the stipulated time on proper reason the Owners shall allow such extended period.

23. That the instant agreement with development power to be registered in the concerned registration office.

24. That during construction period if any unnatural event happen in the schedule premises than Developer will take the entire responsibility to solve the matter without the help of the Owners.

25. That the Owners allocation will be allotted by the developer at first serve basis being fully habitable and fit for occupancy along with necessary connection of domestic water, sewerage

_____ *Shree Mohan Chatterjee*

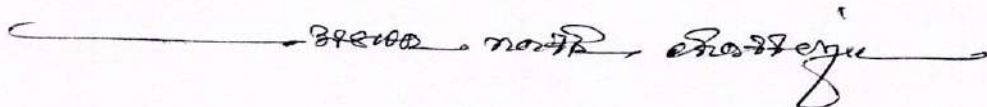
and electric connection and common enjoyment right over the common area of schedule premises and thereafter to deliver possession to the Intending Purchaser/s.

26. The Owners herein shall not be answerable or liable for any mode, part or nature of construction for any materials in course of or relating to erection, construction and completion of the building or any part thereof.

27. The Owners herein shall be entitled to deal, sell, transfer, grant, lease and or any manner dispose of the Owners' allocation for which no further consent of the developer shall be required and the Owners herein will be entitled to receive and or realize and collect any/all sale proceeds, issues, rents, license fee, occupational charges, and profits arising there from.

28. The Developer herein shall be entitled to deal, sell, transfer, grant, lease and or any manner dispose of the developer allocation for which no further consent of the owners shall be required and the Developer herein will be entitled to receive and or realize and collect any/all sale proceeds, issues, rents, license fee, occupational charges, and profits arising there from.

29. It is specifically agreed and understood that the Owners herein shall not be responsible and or liable for any cost mode

A handwritten signature in black ink, appearing to read 'BRENDAN M. HARTLEY', is written over a horizontal line.

and manner of construction, defects, deviations, damages, or any proceedings, if initiated by any persons and or authority relating to and or arising out of erection, construction, or completion of the said new building or any part thereof. All actions, proceeding, and consequences arising thereof shall be attended to, defended, prosecuted and complied with by the developer at it's own cost and expenses, and shall keep the owners herein indemnified from all or any loss, damage, cost and consequence, suffered or incurred therefrom.

COMMON RESTRICTION

The First Party's Allocation in the new building shall be subject to the terms restrictions on transfer and use as are applicable to the Developer's Allocation in the new building intended for common benefit of all occupiers of the new building which shall include the following:-

- i) The Owners will not use or permit to use the First Party's Allocation the New Building any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the First Party occupiers of the new building. The Developer and his nominee / nominees shall also not use or permit to use of the Developer's Allocation in the New building or any portion thereof

_____ *38450 007R 07/07/2010*

for carrying on any obnoxious, illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance hazards to the First Party of the New Building.

ii) The respective Allottee shall keep their respective allocation in the new building in good working condition and repairs.

iii) The Developer shall construct the building with standard materials and with good workmanship manner according to specification of constructions mentioned in the Schedule – "D" hereunder.

OWNERS' OBLIGATION

The Owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer.

2) The Owners hereby agrees, covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and / or disposing of any part or entire portion of the Developer's Allocated portion in the new building or of the said property.

3) The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and / or charges

_____ *38400 north 07.07.2012*

the allocated portion of the Developers in the construction but shall have all rights, to sell, gift, let out, grant, lease, mortgage and / or charges their allocated portion to any person /persons, company /companies save and except the Developer's Allocation. The Developer also shall not have any right to get, grant, lease, mortgage and / or charges the allocated area of the Owners.

DEVELOPER'S OBLIGATIONS

- A) The Developer shall complete the construction of the new building at First Schedule property within the time as mentioned above after obtaining the sanction plan to be sanctioned by the Kolkata Municipal Corporation. The time of completion of the building shall be strictly observed and strictly shall be Essence of Contract, subject to force majeure and unavoidable circumstances.
- B) The Developer shall not be entitled to transfer alienate or assign this Agreement to any other person /persons for completion of the building by any manners.
- C) Not to violate or contravene any of the provisions or rules applicable for construction of the building.

_____ *Signature* _____

OWNERS INDEMNIFY

The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocated space without any interference and / or disturbance provided the Developer performs and fulfill all the terms and conditions herein contained and / or his part to be observed and performed.

DEVELOPER'S INDEMNIFY

1) The Owners hereby undertake that the developer shall be entitled to the said constructions and shall enjoy their allocated spaces without any interference and / or disturbance provided the Developer performs and fulfill all the terms and conditions herein contained and / or their part to be observed and performed.

2) The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that any arise out of the Developer's Allocation with regard to the Development of the said premises and / or in the matter of construction of the said building and / or any defect therein.

MISCELLANEOUS

1. The Owners and the Developer shall enter into the Agreement purely as a contract and nothing contained herein

_____ 388400 date 28/08/2018

shall be deemed to construe as Partnership between the Developer and the Owners herein.

2. That during construction period the owner's or their representatives have right to inspect the construction work .

3. That during construction period any kind of taxes will be imposed by the Govt. or Semi. Govt. then that will be borne by the Developer herein .

4. That after sanction plan and during construction period both the parties follows the rules and regulation of the said Development Agreement properly.

FORCE MAJEURE

1) The parties hereto shall not in considered to be liable for any obligations hereunder to the extended that the performance of the relative obligations was prevented by any force majeure and this construct shall remain suspended during the duration of such majeure, if any.

2) Force Majeure shall mean floods, earth quake, riot, storm, tempest, civil commotion, strikes, lock out and / or any other act or commission beyond the control of the parties hereto.

_____ *Handwritten signature*

ARBITRATION

In case of any disputes or differences on any question arising between the parties hereto with regard to this Agreement the same shall be referred to Arbitration under the provision of the Arbitration and Reconciliation Act, 1996 and / or any other statutory modification and / or enactment and among two Arbitrators.

JURISDICTION

All the Courts, within the limits of Alipore and High Court at Calcutta notwithstanding for the provisions, the right to sue for specific performance of contract by one part against the other part s per the terms and conditions of this agreement shall remain unaffected.

SCHEDULE "A"

(Description of Entire Land)

ALL THAT the piece and parcel of Bastu land, measuring an area of 7 Cottahs 3 Chittaks 15 sq.ft. more or less, along with 200 Sq.ft. R.T Shed structure standing thereon , lying and situated in Mouza Gangarampur, comprised in R.S. Dag No.

— ৩৫৪০০ মাঠ, ১৩০০০ বর্গ ফুট, ১৫ বর্গ ফুট —

80/326 and R.S. Khatian No. 228, Touzi No. 101, R.S. No.181, J.L. No. 5, Police Station then Behala now Parnasree, within the local limits of Kolkata Municipal Corporation, under Ward No. 130, being KMC Premises No. 224, Diamond Harbour Road , Kolkata 700034, under Assessee No. 411300403042 in the District of South 24 Parganas, which is butted and bounded as follows:-

ON THE NORTH By Property of Amiya Kumar Roy.

ON THE SOUTH By 5 ft. wide Private passage.,

ON THE WEST By property of Nisith Dutta ,Bhaskar Sengupta and Malay Dutta.

ON THE EAST By 10 ft. wide I.P.S Road.

SCHEDULE "B"

(OWNERS' ALLOCATION)

shall mean 50% of the total FAR /sanction area approved by the K.M.C (being the Northern portion of the said building) along with undivided proportionate share of land, common areas, facilities attached thereto in the said premises more fully described in the SCHEDULE 'B' mentioned hereunder. Further the Developer also

— 388000 — north East —————→

pay to the Land owners a sum of Rs.15,00,000/- (Rupees Fifteen Lac) only in the following manners:-

- 1) At the time of execution of this Agreement Rs.10,00,000/- (Rupees Ten Lacs) only.
- 2) After plan sanction and at the time of shifting of Land Lord Rs.5,00,000/- (Rupees Five Lac) only.

SCHEDULE "C"

(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION shall means shall means 50% of the total FAR /sanction area approved by the K.M.C (being the Southern portion of the said building) along with undivided proportionate share of land, common areas, facilities attached thereto in the said premises more fully described in the SCHEDULE 'C' mentioned hereunder.

SCHEDULE "D"

Specification of the Building

1. Structure :- RCC framed structure with TMT iron bar and brick wall set with good quality cement .

_____ 28/08/2012 Mr. R. S. Srinivas

2. Flooring :- Vitrified flooring in rooms and bathroom Mat finished vitrified tiles.
3. Doors :- Main Door with seasoned Sal wood framed (4" x 2½") and height and breath will be (7' x 3'-3") other door shall be made of Sal Wood (4" x 2½" & 7' x 3'). Toilet door will be made of PVC and all other doors are finished with machine made flush door .
4. Doors fittings :- Main door and bed room door 2 lever Godrej make and towr bolts to be provided in Kitchen and verandah.
5. Windows :- Anodized Aluminum window with 3 & 2 track & safety M.S Grill.
6. Kitchen :- High polished granite top cooking platform with stainless steel sink and dado upto 3' height and one aqua guard water line also be provided
7. Wash /Utility :- Provision for washing machine.
8. Balcony and staircase railing :- Balcony and staircase railing will be provided upto 3' height.
9. Electric :- Concealed copper wire , modular switches , AC Point in all bed rooms and computer points , TV Points in hall and fridge point .

— *for north end edge* —

10. Toilet and sanitary :- Glazed tiles dado upto 7' height
Premium quality sanitary and hot and cold water mixture and
Geyser in main toilet concealed plumbing of reputed make .
11. Paint :- Internal walls of bed room ,walls of dining will be
finished in Wall putty and inside doors will be finished with
door Primes . Window grill painted with one coat synthetic
enamel Paint , Balcony walls and outside building walls to be
painted with weather coat finish.

SCHEDULE 'F'

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas /parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.

_____ *As per month statement* _____

3. Insurance premium for insuring the building and installation and every part thereof against earthquake, damages, fire lightening, mob violence, civil commotions etc. if incurred.
4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and /or organization and payment of all charges incidental thereto.
5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.
7. All such other expenses and outgoings as are deemed by the Developer and /or the association or co-operative society or private limited company to be necessary for or incidental thereto.
8. Electricity Expenses for lighting all the common parts outer walls of the building and for operation of all the common areas.
9. That the occupiers of the building shall use the roof commonly.

38400 north, east 38400

IN WITNESS WHEREOF parties hereunto have put their respective signs and seals and signatures on this the day, month and year first above written.

WITNESSES:-

1) Chandra madhab Dutta
Late Atul Chandra Dutta
P-24 Arachia

2) Anjan Kumar.
(SRIJAN KUMAR ROUTH)
Late Aban Mohan Routh.
56/1A, S.N.C. Road
Kolkata-34.

Niva Kaga
Moumita Santora (Kaga)
=====

SIGNATURE OF THE OWNERS

B.R.C. Enterprise
Camellia Routh R. Bhunia ~~Prakash Dhar~~
Partner Partner Partner

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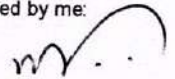
SIGNATURE OF THE DEVELOPER

Drafted by me as per instruction of the Client:

Suprakash Dhar.

Suprakash Dhar
WB/622/2001
Advocate
Alipore Criminal and Judges Court,
Kolkata 700 027.

Typed by me:


Chandan Chowdhury
Alipore Police Court, Kolkata -27

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lacs) only being the execution amount in the manner as per memo below :-

<u>Date</u>	<u>Cheque No./ Cash</u>	<u>Bank / Branch</u>	<u>Amount Rs.</u>
15/5/2024	310168	AXIS BANK LTD.	10,00,000/-
/	/	/	/
/	/	/	/
		Total	10,00,000/-

(Rupees Ten Lacs) only.

WITNESSES:-

1. *[Signature]*

2. Chandra Malhel Dutta

Niva Kage

Moumita Santora (Kage)

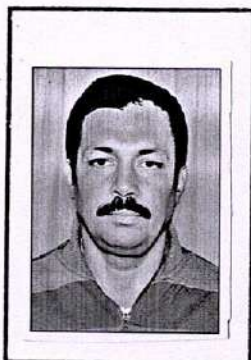
SIGNATURE OF THE OWNERS



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SCAMELLIA ROOTH

Signature Scamellia Rooth



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name BISWA NATH CHATTERJEE












Signature Biswa Nath Chatterjee



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					











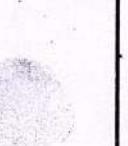
Name RAJU BHUNIYA

Signature R. Bhuniya

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name NIVA KAGA

Signature Niva Kaga

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name MOUMITA SANTRA

Signature Moumita Santra (Kaga)

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
<div style="text-align: center;">PHOTO</div>	left hand					
	right hand					

Name

Signature

