

1A915/2023

I- 1443/23

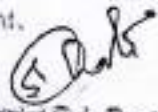


पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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9. NO. 2003/78408/2023
02:00 PM.
27/12/2023


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


Addl. District Sub-Registrar
Batala, South 24 Parganas
27 DEC 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this 27th day of December Two Thousand Twenty-Three (2023) A.D

BETWEEN



Major Information of the Deed

Deed No :	I-1607-14431/2023	Date of Registration	27/12/2023
Query No / Year	1607-2003178408/2023	Office where deed is registered	
Query Date	27/12/2023 1:46:46 PM	A.D.S.R, BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Soumen Ghosh R C THAKURANI,Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700104, Mobile No. : 9936489110, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 45,50,000/-	Rs. 48,63,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip,(Urban area)		

Land Details :



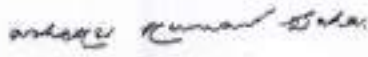
District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd. Road Zone : (J.L. Sarani – Kabar Danga More (Premises Located NOT on M.G.Road)) , , Premises No:Unassessed by KMC/HMC, Ward No: 124 Pin Code : 700063

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 1 Chatak 33 Sq Ft	45,00,000/-	48,09,999/-	Width of Approach Road: 16 Ft.,
Grand Total :				8.4288Dec	45,00,000 /-	48,09,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	50,000/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	50,000 /-	54,000 /-	




Land Lord Details :

Sl. No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ASHOKE KUMAR SAHA Son of Late Radha Raman Saha Executed by: Self, Date of Execution: 27/12/2023 , Admitted by: Self, Date of Admission: 27/12/2023 ,Place : Office	 <small>27/12/2023</small>	 Captured <small>LTI</small> <small>27/12/2023</small>	 <small>27/12/2023</small>
35B, Ashutoas Mukherjee Road,, City:- Not Specified, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BDxxxxxx3C, Aadhaar No: 56xxxxxxxx3477, Status :Individual, Executed by: Self, Date of Execution: 27/12/2023 , Admitted by: Self, Date of Admission: 27/12/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	SELLER MARK 265 Mahatma Gandhi Road,, City:- Not Specified, P.O:- R C Thakurani, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AFxxxxxx7M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs SUMITA DAS GHOSH (Presentant) Wife of Mr Bhaskar Das Date of Execution - 27/12/2023, , Admitted by: Self, Date of Admission: 27/12/2023, Place of Admission of Execution: Office	 <small>Dec 27 2023 4:09PM</small>	 Captured <small>LTI</small> <small>27/12/2023</small>	 <small>27/12/2023</small>
747, Mahatma Gandhi Road,, City:- Not Specified, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063, Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , PAN No.:: AFxxxxxx7M, Aadhaar No: 37xxxxxxxx7341 Status : Representative, Representative of : SELLER MARK (as proprietress)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOUMEN GHOSH Son of Mr. Anil Ghosh 192/5 M G Road, City:- Not Specified, P.O.- R C Thakurani, P.S.-Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN- 700104		 Captured	
	27/12/2023	27/12/2023	27/12/2023

Identifier Of Mr ASHOKE KUMAR SAHA, Mrs SUMITA DAS GHOSH

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASHOKE KUMAR SAHA	SELLER MARK-8.42875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr ASHOKE KUMAR SAHA	SELLER MARK-200.00000000 Sq Ft

Endorsement For Deed Number : I - 160714431 / 2023

On 27-12-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14:00 hrs on 27-12-2023, at the Office of the A.D.S.R. BEHALA by Mrs SUMITA DAS GHOSH .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 48,63,999/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 27/12/2023 by Mr ASHOKE KUMAR SAHA, Son of Late Radha Raman Saha, 35B, Ashutoos Mukherjee Road,, P.O: Bhawanipore, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business

Identified by Mr SOUMEN GHOSH, , Son of Mr Amal Ghosh, 192/5 M G Road, P.O: R C Thakurani, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 27-12-2023 by Mrs SUMITA DAS GHOSH, proprietress, SELLER MARK (Sole Proprietorship), 265 Mahatma Gandhi Road,, City:- Not Specified, P.O:- R C Thakurani, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Mr SOUMEN GHOSH, , Son of Mr Amal Ghosh, 192/5 M G Road, P.O: R C Thakurani, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/12/2023 1:57PM with Govt. Ref. No: 192023240328047418 on 27-12-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 7859150962129 on 27-12-2023, Head of Account 0030-03-104-001-16

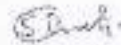
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 838, Amount: Rs.1,000.00/-, Date of Purchase: 15/12/2023, Vendor name: J DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/12/2023 1:57PM with Govt. Ref. No: 192023240328047418 on 27-12-2023, Amount Rs: 6,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 7859150962129 on 27-12-2023, Head of Account 0030-02-103-003-02



Sourav Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

ate of Registration under section 60 and Rule 69.

stered in Book - I

lume number 1607-2024, Page from 20488 to 20529
being No 160714431 for the year 2023.



Sourav

Digitally signed by SOURAV CHAKRABORTY
Date: 2024.01.29 17:58:58 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakraborty) 29/01/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

SRI ASHOKE KUMAR SAHA (Aadhaar No.5618 8426 3477) (PAN: BDGPS1543C) son of Late Radha Raman Saha, by faith - Hindu, by Occupation - Business, by Nationality- Indian, residing at 35B, Ashutosh Mukherjee Road, P.S. Bhowanipore Kolkata - 700025 hereinafter referred to as the **OWNER / FIRST PARTY** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART**

AND

M/S. SELLER MARK a Proprietorship Firm, having its office at Kajal Apartment, Ground Floor, 265, Mahatma Gandhi Road, Police Station- Thakurpukur now Haridevpur, Kolkata-700104, District- South 24 Parganas, represented by its sole Proprietress **MRS. SUMITA DAS GHOSH (PAN: AFXPD8777M) (Aadhaar No. 3783 3772 7341)** wife of Sri Bhaskar Das, by faith- Hindu, by occupation- Self-employed, residing at Baishali, 747 M.G.Road, P.O- Thakurpukur, Police Station- Haridevpur, Kolkata-700063, District- South 24 Parganas, hereinafter called the and referred to as the **BUILDERS/ DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS at all material point of time one Maniklal Makhhal son of Late Nanilal Makhhal was the lawful and absolute owner of all that piece and parcel of land measuring about 5 Cottah 01 Chittack 33 sq.ft be the same little more or less lying and situates at Mouza- Purba Barisha, Pargana Khaspur, Touzi No.235, J.L. No.23, R.S. No.43, under Khatian No. 1324 thereafter 2114 pertaining to Dag No.3652, P.S. Behala then Thakurpukur, within the then South Suburban Municipality thereafter

Sumita Das

within the limits of Kolkata Municipal Corporation under Ward No. 124, District South 24 Parganas, which he had purchased from his father Nanilal Makhal through a registered deed of sale dated 4th day of September 1953, registered before the District Sub Registrar at Alipore and recorded therein Book NO. I Volume No. 98 Pages 78 to 79 being deed no.5757 for the year 1953.

AND WHEREAS thereafter while enjoying the aforesaid property alongwith other properties said Manik Makhal sold, transferred all that piece and parcel of land measuring about 5 Cottah 01 Chittack 33 sq.ft be the same little more or less lying and situates at Mouza- Purba Barisha, Pargana Khaspur, Touzi No.235, J.L. No.23, R.S. No.43, under C.S Khatian No. 1324 R.S Khatian No. 2114 pertaining to Dag No.3652, within the then South Suburban Municipality thereafter within the limits of Kolkata Municipal Corporation under Ward No. 124, District South 24 Parganas to and in favour of Sri Ashok Kumar Saha (the Owner herein) through a registered deed of sale dtd. 04.05.2004 and registered before the Dist. Sub Registrar at Alipore and recorded therein Book NO. I Volume No. 38 Pages 339 to 349 being no. 01968 for the year 2006.

AND WHEREAS thus, the Owner herein has become the sole and absolute owner and occupier in respect of all that piece and parcel of land measuring about 5 Cottah 01 Chittack 33 sq.ft be the same little more or less lying and situates at Mouza- Purba Barisha, Pargana Khaspur, Touzi No.235, J.L. No.23, R.S. No.43, under R.S Khatian No. 2114 pertaining to R.S & L.R Dag No.3652, within the then South Suburban Municipality thereafter within the limits of Kolkata Municipal Corporation under Ward No. 124, Addl. District Sub Registrar at Behala, Dist. Sub Registrar at Alipore, in the District South 24 Parganas, (particularly mentioned in the schedule hereunder written) and has

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been peacefully enjoying, and possessing the same without any disturbances from any corner by mutating his name before the B.L & L.R.O in respect of L.R Khatian No. 12664, L.R Dag No. 3652 in Mouza- Purba Barisha and also paying relevant rates and taxes to the concerned authority and the said property is now free from all encumbrances, charges, liens, lispendences, demands, lease, mortgage having a good clear and free marketable title thereof.

AND WHEREAS in course of his peaceful enjoyment the aforesaid Land Owner decided to construct a new Building at the said Premises with modern amenities and facilities but due to lack of finance, manpower and technical knowledge is in search of a suitable solvent Developer to implement the aforesaid intention and to that effect she offered the Developer **M/S. SELLER MARK** a Proprietorship Firm, having its office at Kajal Apartment, Ground Floor, 265, Mahatma Gandhi Road, Police Station- Thakurpukur now Haridevpur, Kolkata- 700104, District- South 24 Parganas, represented by its sole Proprietress **SUMITA DAS GHOSH (PAN AFXPD8777M) (Aadhaar No. 3783 3772 7341)** wife of Sri Bhaskar Das, residing at Baishali, 747 M.G.Road, P.O- Thakurpukur, Police Station- Haridevpur, Kolkata- 700063, District- South 24 Parganas to develop the said Premises by constructing of a new Multi-storied building thereon and the Developer herein after coming to know such intention and desire of the Owner herein accepted the said offer and agreed to develop the said Premises by construction of a New multi- storied Building thereon as per plan to be sanctioned by the K.M.C in the name of the Owner herein at the cost and expenses of the Developer and accordingly to avoid any future litigation, misunderstanding and dispute the said Developers are entering into this agreement with the Land Owner.

S. Ghosh

AND BOTH PARTIES HAVING ACCEPTED THE PROPOSAL THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PARTIES UNDER THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE-I: DEFINITIONS

- 1.1 LAND OWNER**:- Shall mean **SRI ASHOKE KUMAR SAHA** (Aadhaar No.5618 8426 3477) (PAN: BDGPS1543C) son of Late Radha Raman Saha, by faith - Hindu, by Occupation - Business, by Nationality- Indian, residing at 35B, Ashutosh Mukherjee Road, P.S. Bhowanipore Kolkata - 700025, and her heirs, executors, administrators, legal representatives and assigns.
- 1.2 DEVELOPER**:- Shall mean **M/S. SELLER MARK** a Proprietorship Firm, having its office at Kajal Apartment, Ground Floor, 265, Mahatma Gandhi Road, Police Station- Thakurpukur now Haridevpur, Kolkata-700104 , District- South 24 Parganas, represented by its sole Proprietress **SUMITA DAS GHOSH** (**PAN: AFXPD8777M**) (**Aadhaar No. 3783 3772 7341**) wife of Sri Bhaskar Das, residing at Baishali, 747 M.G.Road, P.O- Thakurpukur, Police Station- Haridevpur, Kolkata-700063, District- South 24 Parganas and its heirs, executors, administrators, legal representatives and assigns.
- 1.1. TITLE DEEDS**: - Shall mean all the original documents relating to title of the said premises shall be handed over by the Owner to the Developer at the time of execution of this agreement, on tendering receipt of it.
- 1.2. PREMISES** : Shall mean all that piece and parcel of land measuring about 5 Cottah 01 Chittack 33 sq.ft be the same little more or less lying and situates at Mouza- Purba Barisha, Pargana Khaspur, Touzi No.235, J.L. No.23, R.S. No.43, pertaining to R.S & L.R Dag No.3662, R.S Khatian No. 2114, L.R Khatian No. 12664, within the limits of Kolkata Municipal Corporation & within

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Mahatma Gandhi Road, Kolkata- 700063 P.S. Behala then Thakurpukur now Haridevpur, under Ward No. 124, Addl. District Sub Registrar at Behala, Dist. Sub Registrar at Alipore, in the District South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto.

- 1.3. **BUILDING**: - Shall mean building to be constructed upon the said premises as per plan to be sanctioned by the Kolkata Municipal Corporation, may be on amalgamation with adjacent plot/s.
- 1.4. **OWNER' ALLOCATION**: - Shall mean and has been mentioned in the **SCHEDULE-"B"** hereunder.
- 1.5. **DEVELOPER'S ALLOCATION**: - Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder.
- 1.6. **COMMON FACILITIES & AMENITIES** : Shall include corridors, ways, stair ways, passage way, pump space, underground water reservoir, overhead water tank, roof, water pump and 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 or mutually agreed upon by the Owner of units/floors/ flats/car parking spaces/spaces, which has been specifically been mentioned in the **SCHEDULE "D"** hereunder.
- 1.7. **SALEABLE SPACE**: Shall mean units/floors/ flats / car parking spaces/ spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.8. **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said premises and the proposed building in

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particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owner and their nominees including the intending Purchaser/s and the common use and enjoyment thereof, which has been specifically described in the **SCHEDULE-"E"** hereunder.

- 1.9. **THE ARCHITECT**: Shall mean who would be appointed by the Developer and shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.10. **BUILDING PLAN**: Shall mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.
- 1.11. **BUILT UP AREA** : Shall mean and include the covered area of the flat, proportionate share of external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the plan sanctioned by the Kolkata Municipal Corporation.
- 1.12. **TRANSFEROR**: Shall mean the Owner and the Developer who intends to sell the units/floors/ flats / car parking spaces/spaces, if any allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.
- 1.13. **TRANSFeree**: Shall mean the person, firm, limited company or an Association or persons to whom units/floors/ flats /car parking spaces/spaces if any in the building has been transferred.



- 1.14. **TRANSFER:** Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of units/floors/ flats/ car parking spaces/spaces of the proposed new multistoried building to Purchaser thereof.
- 1.15. **NOTICE :-** Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day from the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto as well as at the address of accommodation of the Owner during construction period.
- 1.16. **SINGULAR:** Shall mean plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: LAND OWNER' RIGHTS & REPRESENTATIONS

- 3.1 The Land Owner is the sole and absolute Owner and seized and possessed of and/or well and sufficiently entitled to all that piece and parcel of land measuring about 5 Cottah 01 Chittack 33 sq.ft be the same little more or less lying and situates at Mouza- Purba Barisha, Pargana Khaspur, Touzi No.235, J.L. No.23, R.S. No.43, P.S. Behala then Thakurpukur now Haridevpur, R.S Khatian No. 2114 pertaining to R.S & L.R Dag No.3652, L.R Khatian No. 12664, within the then South Suburban Municipality thereafter within the limits of Kolkata Municipal Corporation under Ward No. 124, Addl. District Sub Registrar at Behala, Dist. Sub Registrar at Alipore, in the



District South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto and / or such other number as to be allotted by the Kolkata Municipal Corporation.

- 3.2 Save and except the Owner, nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- 3.3 The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4 The Owner has no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.5 The Owner has not sold, entered into any agreement for sale, and / or Development Agreement or any other Agreement in respect of the said premises prior to execution of this agreement.
- 3.6 The proposed building would be constructed specifically as per building plan to be sanctioned then after demolishing the existing building. The Developer shall have liberty to demolish the existing buildings at its responsibility, cost and expenses and take all the debris and to sell it to the third party and the Owner shall have no claim in it.

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1 The Land Owner hereby grant exclusive right to the Developer to develop the said premises mentioned in **SCHEDULES "A"** hereunder by way of constructing a three storied building thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.



- 4.2 The Land Owner will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan from the appropriate authority and the Developer shall bear all cost and expenses for such acts including Architect's Fees.
- 4.3 That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and expenses for registration of the agreement for development and all construction charges of the new building and to complete it in all respects at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises.
- 4.4 It is made clear that save and except the allocation of the Land Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder, all other units/floors/ flats/car parking spaces/spaces as mentioned in **SCHEDULE-"C"**, hereunder will be the property of the Developer herein and if the Developer so desires, it can be disposed of by itself to the prospective buyer/s at any consideration or price at the sole discretion of the Developer but only after handing over possession of the Land Owner' allocation to the Owner.
- 4.5 The Developer shall have right to publish advertisement or hoarding separately at any place or the site to draw the attention of the prospective buyers of the units/floors/ flats/ car parking spaces/spaces of the proposed building only for the Land Owner' allocation as specified in the **SCHEDULE-"B"** and for the Developer's allocation as specified in **SCHEDULE "C"** hereunder written.



- 4.6 The Developer shall construct the building upon the said premises after demolishing the existing buildings. The Developer shall take all the debris and to sell it in its discretion and the Land Owner shall not claim any amount from the Developer for the same.
- 4.7 The Developer shall bear and pay all K.M.C taxes, charges and duties payable in respect of said premises from the date of handing over possession by the Land Owner to the Developer till the date of possession of the Land Owner allocation. In addition to above the Developer shall also bear and pay the electricity charges payable in the respect of existing meters at the said premises. The Developer shall bear and pay all costs and expenses for preparing the plan of the building including architect's fees and all fees, taxes duties payable in connection with the sanction of the building plan, sewerage line, water line, etc. It is mutually agreed all cost & expenses including stamp duty and registration fees payable in connection with the Agreement and Power of Attorney shall be borne by the Developer.

ARTICLE-V CONSIDERATION & SPACE ALLOCATION

- 5.1 The Land Owner has agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises; the Developer agrees and/or undertakes handover the constructed area in the proposed building to the Land Owner as described hereunder in schedule "B" hereunder.
- 5.2 Save and except the Land Owner' allocation, mentioned in **SCHEDULE-"B"** hereinabove the Developer in lieu of making construction of the proposed building, the Developer is entitled to get the remaining constructed area in the proposed building together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and



amenities annexed thereto particularly mentioned in the **SCHEDULE "C"** hereunder written.

5.3 Save and except the constructed area mentioned as aforesaid, the Land Owner shall not claim any extra benefit and/or amount and/ or constructed area of the proposed building or monetary consideration from the Developer and the Developer shall be Exclusively entitled to the developer's Allocation in the said proposed new Building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with sale & transfer, enter into Agreement(s) for sale or any other way transfer of the same without any claim, demand, interest, interruption whatsoever or howsoever of the Owner and/or any person or persons lawfully claiming through her and she or her representatives shall not disturb the quiet and peaceful possession and enjoyment of the of the Developer's Allocation and the Developer shall solely be entitled to receive any booking money, part payment, advance, earnest money and the entire sale proceeds, from any intending purchaser(s) in respect of the Developer's allocation only.

6.0 ARTICLE-VI: POSSESSION

6.1 The Land Owner shall make over possession of the said premises to the Developer immediately on registration of this agreement.

ARTICLE-VII: PROCEDURE

7.1 The Land Owner shall also grant proper authority to the Developer by giving a registered General Power of Attorney as may be required by the Developer for the purpose of construction (as under) of the proposed building upon the said premises mentioned in the **SCHEDULE- "A"** hereunder as per plan to be approved by the Kolkata Municipal Corporation and for development of the said premises through construction and selling out the units/floors/ flats / car parking spaces/spaces of its allocation together with undivided

share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s and sign and execute all necessary papers, deeds, documents, plans etc. in respect of Developer's Allocation only and for the purpose of development of the said premises.

7.2 Apart from the registered General Power of Attorney, the Land Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

7.3 After getting sanction of the building plan, the Developer shall keep parties copy of the sanctioned Architectural Plan and Structural Plan in their custody for construction of the building but the Land Owner shall keep the certified copy of the sanction plan of the building.

7.4 The Land Owner will hand over original documents relating to the title of the said premises to the Developer simultaneously on execution of this agreement on tendering receipt by the Developer.

7.5 The Developer shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned in SCHEDULE-"C" hereunder in favour of the intending Purchaser/Nominee to be selected by the Developer, on the basis of the registered Power of Attorney.

**ARTICLE-VIII: DEALINGS OF SPACES IN THE
BUILDING**

8.1. The Developer shall on completion of the building/s handover the Land Owner' allocation before handing over possession of the units/floors/ flats/ car parking spaces / spaces, to the intending purchaser/purchasers in the proposed building to be selected by the Developer.



- 8.2. The Land Owner will be entitled to transfer or otherwise deal with her allocated units/floors/ flats/ car parking spaces/spaces in the building in favour of the intending purchaser/s through Agreement for sale and the Deed of Conveyance and the Developer will be signed as confirming party and the Land Owner shall have no right, title interest and/or authority to deal with Developers Allocation in the proposed building and vice versa.
- 8.3. That saves and except allocation mentioned in the SCHEDULES-"B" & "C" hereunder, the common area, facilities and amenities will be jointly possessed by the Land Owner and the Developer and their heirs and nominees and the Land Owner and the Developer shall have no right to dispose of their share in common portions in any manner whatsoever.
- 8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/ flats/ car parking spaces together with proportionate share of land being the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Land Owner' herein will have no right and share and will not be entitled to any portion thereof.
- 8.5. The Developer shall be entitled to enter into agreements for sale and Deeds of Conveyance in respect of Developer's allocation on the basis of the registered General Power of Attorney and entitled to sign all necessary documents on behalf of the Land



Owner. However, such dealing shall not in any manner fasten or create any financial and / or legal liability /responsibility upon the Land Owner.

8.6. The Developer shall execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer's allocation of the building/s and to transfer the undivided proportionate share of the land on behalf of the Land Owner, save and except the Land Owner' allocation, on the strength of the Registered General Power of Attorney. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE-IX: BUILDING

9.1. The Developer shall at its own costs construct erect and complete the building entirely including the Land Owner' allocation and Developers' allocation as a whole at the said premises in accordance with the sanction plan to be sanctioned with such materials and with such specification as are mentioned in the **SCHEDULE-"E"** hereunder written and as may be recommended by the Architect from time to time.

9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided they are of high standard & best quality in accordance with the Corporation Building Laws, will be used by the Developer.

9.3. The Developer shall install erect in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities for the entire building as are required to be provided in a building



having self-contained units/floors/ flats/ car parking spaces/ spaces and constructed for sale of units/floors/ flats/ car parking spaces/spaces herein on Ownership basis and as mutually agreed.

9.4. The Developer shall be authorized in the name of the Land Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Land Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Land Owner, construct and complete the said proposed buildings consisting of various units/floors/ flats/car parking spaces/ spaces therein in accordance with the sanction building/s plans.

9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Land Owner will have no responsibility in this context.

ARTICLE-X: COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful khas possession of the premises and deeds and documents of the said premises to the Developer for purpose of promoting and/or developing the proposed building as per sanctioned building plan by the Developer.



10.2. As soon as the building is completed in conformity with the sanctioned plan and all connections with respect to water, sewerage individual electric connections are obtained and on completion the Developer shall give written notice to the Land Owner requiring the Land Owner to take possession of the Land Owner' allocation at the address where the Land Owner are staying during construction of the proposed multistoried building. Then after expiry of 30 (thirty) days from the date of service of such notice and at all times thereafter the Land Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owner' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

10.3. The Land Owner shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.

10.4. Both the Developer and Land Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

The Land Owner' allocation in the proposed building shall be subject to the same restrictions and use as are applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the follows:-



11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2 Neither party shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration except minor changes therein without the previous written consent of the other in this behalf.

11.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless: -

a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all common expenses etc. and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.5 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective



allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from or, against the consequence of any breach.

11.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

11.7 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

11.9 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

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ARTICLE-XII: LAND OWNER' OBLIGATIONS

12.1. The Land Owner hereby agree and covenant with the Developer not to cause any interference or unlawful hindrance in the lawful construction of the said building at the said premises by the Developer as per specification of the sanctioned building plan by the Kolkata Municipal Corporation. If any unreasonable interference or hindrance is caused by the Land Owner or their agents, servants, representatives, causing hindrance or impediment to such construction the Land Owner will be liable for damages.

12.2. The Land Owner 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 allocated portion in the building/s at the said premises in favour of the intending buyers of units/floors/ flats/ car parking spaces in the said buildings. The Land Owner further give undertaking not to do so, for and on behalf of his/her/their agents, servants, representatives.

12.3. The Land Owner hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed in full habitable condition.

12.4. The Land Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction. It is recorded herein that the completion period of the proposed building/s by the Developer shall be only 24 (twenty-four) months from the date of sanction of the building plan and the grace period for completion of the proposed building is for 6 (six) months only subject to permission from the owner in case for failure of completing the proposal building after grace period the Developer shall be liable to pay Rs. 5000/- (Rupees five thousand) as penalty for every month till handing over possession of owners allocation in full habitable condition. The Land

Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.5. The Land Owner hereto without being influenced or provoked by anybody do hereby categorically state that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Land Owner hereto, the Land Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any intended Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/ flats/ car parking spaces/ spaces of the said building/s at its sole discretion in respect of the Developers allocation only without having any attachment and/or share thereon of the Land Owner hereto.

12.6. The Land Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sought out.

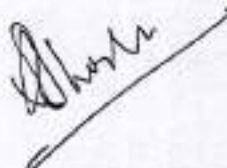
12.7. The Land Owner shall sign and execute all papers and documents towards mutation, and no objection to obtain Certificate from the authority KIT, KMDA and Airport Authority.

12.8. The Land Owner have handed over all the original papers and documents relating to the said premises to the Developer and the Developer has acknowledged the same tendering receipt of it.



ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 13.1. The Developer doth hereby agrees and covenants with the Land Owner to complete the construction of the building within 36 (Thirty six) months from the date of sanction of the building plan. (Time being considered as the essence of this contract). The grace period for completion of the proposed building is only for 6(six) months, subject to written permission from the Owner herein.
- 13.2. The Developer hereby agrees and covenants with the Land Owner not to do any act deed or things whereby the Land Owner are prevented from enjoying selling assigning and/or disposing of any of the Land Owner' allocations in the building/s at the said premises.
- 13.3. The Developer hereby agrees and covenant with the Land Owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties. The Developer is liable to hand over possession of the Land Owner allocation in favour of the Land Owner first in complete form as per specification in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation and then the Developer shall hand over possession of the Developer's Allocation to the intending purchaser/s or its nominee/s.
- 13.4. The Land Owner and/or their representatives shall inspect the development work time to time as will be done as per sanction of the building plan to be sanctioned by the Kolkata Municipal Corporation.
- 13.5. The Developer hereby agrees and covenants with the Land Owner not to violet or contravenes any of the provisions of rules applicable to the construction of the said building.
- 13.6. The Developer hereby agrees and covenants with the Land Owner not to part with possession of the Land Owner' allocation or



any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be erected upon the said premises.

13.7. The Developer shall not assign the agreement to any other third party.

ARTICLE-XIV: LAND OWNER INDEMNITY

14.1. The Land Owner hereby undertake that the Developer shall be entitled to the said construction lawfully and shall enjoy its allocated space which is under Developer's allocation only without any interference or disturbances on the part of the Land Owner provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Land Owner indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s and the Developer also fully responsible and liable if the construction falls down due to use of inferiority of the materials and other patent defects thereto.

ARTICLE-XVI: MISCELLANEOUS

16.1. The Land Owner and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Land Owner and the Developer.



16.2. Immediately after possession of the premises, be given by the Land Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

16.3. The Land Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Land Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

16.4. As and from the date of completion of the building and transfer of possession to Land Owner, the Developer and/or its transferees and the Land Owner and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes, G.S.T for their respective allocation and maintenance charges payable in respect of their respective spaces.

16.5. The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.

16.6. The Developer shall keep this original Development Agreement in his custody including original papers and documents relating to said premises.

ARTICLE-XVII: FORCE MAJEURE

17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".



17.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

ARTICLE-XVIII: JURISDICTION

18.1 All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, where jurisdiction lies.

SCHEDULE 'A' AS REFERRED TO ABOVE

(i.e. the entire premises.)

ALL THAT piece and parcel of land measuring about 05 Cottah 01 Chittack 33 sq.ft be the same little more or less together with 200 sq.ft RTS thereon lying and situates at **Mouza- Purba Barisha, Pargana**



Khaspur, Touzi No.235, J.L. No.23, R.S. No.43, pertaining to R.S & L.R Dag No.3652, R.S Khatian No. 2114 , L.R Khatian No. 12664, within the limits of Kolkata Municipal Corporation, P.S. Behala then Thakurpukur now Haridevpur, **K.M.C Premises No. 1177, Mahatma Gandhi Road, Kolkata- 700063**, under Ward No. 124, Addl. District Sub Registrar at Behala, Dist. Sub Registrar at Alipore, in the District South 24 Parganas, Assessee No. 411240622262 together with all user and easement rights on the paths and passages and all other rights and facilities appurtenant thereto, which is butted and bounded as follows:

NORTH : Partly 12 ft wide Road and partly 8 ft wide Road.

SOUTH : 16 ft wide K.M.C maintained Road.

EAST : Land pertaining to R.S Dag no. 3652

WEST : Land pertaining to R.S Dag no. 3652

(ZONE- within J.L. Sarani to Kabardanga more. property not on M.G.Road)

SCHEDULE "B" AS REFERRED TO ABOVE

(i.e. the Owner's Allocation)

The Owner will be entitled to 47% of the total sanctioned area, which includes

- 1) All that self-contained residential flat no. 1A on the 1st Floor measuring about more or less 1030 sq.ft built up area (including proportionate share of stair and lift) equivalent to 1288 sq.ft super built area or more on the basis of actual sanction plan (on the eastern side).
- 2) All that self-contained residential flat no. 2B on the 2nd Floor measuring about more or less 1030 sq.ft built up area (including proportionate share of stair and lift) equivalent to 1288 sq.ft super built area or more on the basis of actual sanction plan (on the western side).
- 3) All that self-contained residential flat no. 3A on the 3rd Floor measuring about more or less 1030 sq.ft built up area (including



proportionate share of stair and lift equivalent to 1288 sq.ft super built area or more on the basis of actual sanction plan (on the eastern side).

4) Two car parking space measuring about 120 sq.ft each on the ground floor western side.

5) A Refundable sum of Rs. 5,00,000/- (Rupees five lacs) only will be paid to the Owner by the Developer within 30 days of this agreement, which will be adjusted against the constructed area, otherwise will be refunded at the time of handing over possession of owner's allocation.

Rest of the area on the basis of 47 % of the total sanctioned area will be adjusted against ground floor flat and car parking space together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the Schedule-A hereunder along with all common facilities and amenities, benefits and privileges in the common parts and service areas.

Be it noted that all terms and conditions of this agreement shall remained valid all time and the flat area may differ in accordance with sanctioned plan, and the ground floor flat and car parking area will be finalized through a supplementary notarize agreement on getting building plan sanctioned. In case of any adjustment on final sanction area, in that case Developer and Owner is liable to compensate each other @3000/- per sq.ft. super built up area for the excess area against flat and car Parking area.

SCHEDULE 'C' AS REFERRED TO ABOVE

(i.e. the Developer's Allocation)

Developer's herein in lieu of making construction will be entitled to 53% of the total constructed area, i.e Save and except the Land Owners' allocation mentioned in SCHEDULE - B hereinabove which includes



- 1) All that self-contained residential flat no.1B on the 1st Floor measuring about more or less 1030 sq.ft built up area (including proportionate share of stair and lift) equivalent to 1288 sq.ft super built area or more on the basis of actual sanction plan (on the western side).
- 2) All that self-contained residential flat no. 2A on the 2nd Floor measuring about more or less 1030 sq.ft built up area (including proportionate share of stair and lift) eastern side equivalent to 1288 sq.ft super built area or more on the basis of actual sanction plan (on the eastern side).
- 3) All that self-contained residential flat no. 3B on the 3rd Floor measuring about more or less 1030 sq.ft built up area (including proportionate share of stair and lift) equivalent to 1288 sq.ft super built area or more on the basis of actual sanction plan (on the western side).
- 4) Two car parking space measuring about 120 sq.ft each on the ground floor eastern side.

Be it noted that **rest of the area on the basis of 53 % of the total sanctioned area will be adjusted against ground floor flat and rest car parking space** together with undivided impartible and proportionate share of the land of the said premises morefully described in schedule "A" herein above including all right of easements common facilities and amenities annexed thereto.

SCHEDULE 'D' AS REFERRED TO ABOVE

(Details of fixture, fittings, standard materials etc. to be provided in the Owner's Allocation)

1. Entire flooring of the flat will be made of marble/tiles, interior walls of Putty.
2. Toilet floor will be made of marble/tiles, walls tiles up to 5' ft.
3. In the Kitchen one cooking platform of black stone, wall dado of glazed tiles up to 6" inches height over the platform and one basin and one sink will be provided with tap connection.

[Handwritten Signature]

4. Door: Main door of the flat will be wooden frame with ply, and other door will be wooden frame with commercial ply.
5. Window: Aluminum sliding window with grills will be provided including the 4 mm. glass.
6. In the toilet, one western/Indian commode with cistern shall be provided in addition to this 2 Tap connection, one shower connection, and one geyser connection shall be provided.
7. Height of the flat will be erected as per sanction of Building plan.
8. Concealed wiring with points as under:
 - (a) Bed room : 2 light points, 1 fan point, 1 plug point (5 Amp.), 1 AC point
 - (b) Toilet ; 1 light point, 1 Plug Point (15 amp), 1 exhaust fan point.
 - (c) Kitchen : 1 light point, 3 plug point (two 5 Amp. ± one 15 Amp.)
 - (d) Drawing & dining: 3 light points, 2 fan points, 2 plug points (one 5 Amp. + one 15 Amp,
 - (e) Balcony : 1 light point and 1 plug point.
- (9) Calling bell connection in the each flat above/beside the door frame.
- (10) Sanitary/ plumbing fittings: All fittings of standard qualities will be provided and ensured that the fiat conform to class I standard.
- (11) Special fittings as per Owner's choice will be provided at extra cost.

SCHEDULE 'E' AS REFERRED TO ABOVE

(Common rights/services)

1. Entrance and exist of the building.
2. The foundation, columns, girders, beams, supporting main walls, the main gate of the premises and the passage leading to the building.
3. Boundary walls and main gate,
4. Entrance lobby, electric utility space,
5. Water pump space,
6. Staircase, lift (if any) and landings on ground floors,

[Handwritten Signature]

7. Septic tank, Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive of any unit exclusively for its use.
9. Electric sub-station and electrical wirings and other fittings excluding only those as are installed within the exclusive area of any unit exclusively for its use.
10. Water pumps with motors, water reservoir, together with all common plumbing installation for carriage of water excluding only such parts of installations and fittings as are exclusively with and for the unit.
11. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or around the land and buildings are necessary for passage to and / or user of the units in common by the co-Owner.
12. The ultimate roof.

IN WITNESS WHEREOF the parties hereunto put their respective hands on the day, month and year first above written.

WITNESSES:

1. Saimen Ghosh
192/5 M. G. Road
near - 104

Gokul Kumar Bata

(SIGNATURES OF LAND OWNER).

SELLER MARK

Whish
Proprietor

2. Opasaha
78, Chand. Ghosh Road
col-700060.

(SIGNATURE OF THE DEVELOPERS).

Drafted by and prepared

in my Office :-

Bimal Ch. Lahiri
Advocate

Enrolment No. of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.

BIMAL CH. LAHIRI, M.A., LL.B.
Advocate
Alipore Judges Court
Kolkata-700 027
Enrolment No.- WB/298/87



LEFT HAND					
RIGHT HAND					

NAME : ASHOKE KUMAR SAHA.

SIGNATURE : Ashoke Kumar Saha.



LEFT HAND					
RIGHT HAND					

NAME : Sumita Das Ghosh

SIGNATURE : Sumita