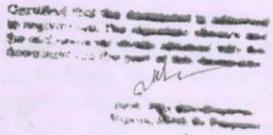
I 0624/18 716/18 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 ক.5000 पाँच हजार रुपये **FIVE THOUSAND RUPEES** SCINDIA SC পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL D 466230

9-50 Pm



0 5 FEB 2018

# DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the 15 day of Ebywary Two Thousand Eighteen (2018) BETWEEN

> Sant of Share Partner

(1) SRI MALAY KUMAR KUNDU, having PAN: BHPPK4518Q, (2) SRI SANDIP SANJAY KUMAR KUNDU, having PAN: APSPK3664F and (3) SRI SANDIP KUMAR KUNDU, having PAN: ASDPK5187H, all sons of Late Samarendra Mohan Kundu, all by faith - Hindu, by nationality - Indian, by occupation - No.1 Service, No.2 Business and No.3 Service, all are residing at 15A, Kundu Lane, Post Office-Bhowanipore and Police Station formerly Bhowanipore now Kalighat, Kolkata-700025, District: South 24-Parganas, West Bengal, India, hereinafter jointly called and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART:

# AND

"SHIVAM CONSTRUCTION", having PAN: ADGFS5974A, a Partnership Firm, having its registered office at 6/22A, Netaji Nagar, Tollygunge, Post Office – Regent Estate, Police Station – Netaji Nagar, Kolkata - 700040, District: South 24-Parganas, West Bengal, India, represented by its one of the Partners SRI SANTOSH SHAW, having PAN: BHBPS8418K, son of Late Kishor Show, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 34C, Dhirendra Nath Ghosh Road, Post Office – Bhowanipore, Police Station - Kalighat, Kolkata - 700025, District: South 24-Parganas, West Bengal, India, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partners, executors, administrators, successors-in-office, authorized representatives and assigns) of the OTHER PART:

WHEREAS a Mortgate Decree in preliminary form was passed on 22-02-1929 in T.S. No.89 of 1928 of the 2<sup>nd</sup> Court of Subordinate Judge at Alipore, District 24-Parganas in respect of the properties viz. Calcutta Municipal Corporation, Premises No.6, Bhowanipore Road, being Holding No.13, Corporation 'C', Division - VI, Dihi Panchannagram, Sub-Registry Office Sub-Division 'C', Division - VI, Dihi Panchannagram, Sub-Registry Office Alipore, District: 24-Parganas along with other properties as fully described

Satah Show

and mentioned in the Schedule of the Mortgage Preliminary Decree and the said Mortgage Decree was made final on 26-03-29.

AND WHEREAS the said Final Decree passed on 06-03-29 was put into execution for sale of the mortgaged properties in Title Execution Case No.76 of 1929 and Title Execution Case No.86 of 1936 and the Decree holders of 1929 and Title Execution Case No.86 of 1936 and the Decree holders namely (i) Nripendra Nath Nandy, (ii) Minor Phaninandra Nath Nandy, (iii) Minor Jitendra Nath Nandy minors being represented by their guardian Sri Minor Jitendra Nath Nandy all legal heirs of Late Gopilal Nandy (4) Sri Bhola Nath Nripendra Nath Nandy all legal heirs of Late Ruplal Nandy and (5) Sri Narendra Nath Nandy son and legal heir of Late Ruplal Nandy and (5) Sri Narendra Nath Nandy son of Late Ram Chandra Nandy in the said execution proceedings Nandy son of Late Ram Chandra Nandy in the said execution proceedings purchased in Auction <sup>5</sup>/<sub>7</sub><sup>th</sup> share in the properties excepting Premises No.10, Madan Paul Lane, P.S. Bhowanipore, S.R. Alipore, Calcutta which was not purchased in Auction.

AND WHEREAS accordingly the Ld. Court of 2<sup>nd</sup> Sub-Judge granted

Certificate of Sale under Order 21, rule 94 of Code of Civil Procedure in favour of the said Decree Holders.

AND WHEREAS the said Decree in title Sult No.89 of 1928 of the 2<sup>nd</sup> Court of Sub-Judge at Alipore was reopened U/Sec. 36 Bengal Money Lenders Act in Misc. Case No.101 of 1941 of the said Court on 28-09-42 and a fresh new Decree was passed in the preliminary form.

AND WHEREAS the said Decree as reopened under Section 36 Bengal Money Lenders Act not being in conformity with the provisions of Law of the said decree as passed on 28-09-42 was sought to be amended under Sec. said decree as passed on 28-09-42 was sought to be amended under Sec. 151 C.Pc. on the prayer of the decree holders in order to bring it in conformity with the Law under Money Lenders Act and an order for amendment was passed by the Court on 25-05-50.

AND WHEREAS the said order of amendment as passed on 25-05-50 by the 2<sup>nd</sup> Sub-Judge's Court at Alipore was set aside and reversed by the Hon'ble High Court at Calcutta and thereafter Appeal No.25 of 1952 was preferred by the Decree Holders which was Subsequently renumbered as 240 of 1955 and the Supreme court allowed the said Appeal on 02-01-61 confirming the

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amendment as prayed for by the Decree Holders in order to bring the said new reopened Decree under Provision of Sec.36 Bengal Money Lenders Act.

AND WHEREAS the Decree Holders filed an application on 18-07-63 for passing a final Decree in Title Suit No.89 of 1928 of the Second Sub-Judge's Court at Alipore praying inter alia that a final decree be passed under Law and the Decree holders be put into possession to the said property in suit and the Judgment Debtors namely (1) Monimohan Kundu, (2) Mohini Mohan Kundu, (3) Krishna Mohan Kundu, (4) Radhika Kundu, all sons of Late Motilal Kundu, (5) Smt. Praval Mohini Das legal heirs of Late Jatindra Nath Kundu, (6) Minor Treevi Mohan Kundu and (7) minor Gobinda Mohan Kundu, the legal heirs of Late Lalit Mohan Kundu minors being represented by their guardian Advocate Hirendra Nath Ghosh filed an objection to the Decree Holders' prayer as aforesaid and also filed an application U/ Sec. 151 C.P.C. for further and necessary amendment of such amended Decree in Order to conform it as alleged to be required under Law or under the provision of section 36 W.B.M.L. Act.

AND WHEREAS the Decree Holders, application for redelivery of possession and prayer for further final decree as aforesaid in the Title Suit No.89 of 1928 of the Second Sub-Judge's Court at Alipore was pending.

AND WHEREAS the Decree Holders being unduly harassed since the institution of the said suit by the Judgment-debtors the Decree Holders in order to avoid further delay, harassment multiplicity of proceedings and other contingencies costs have agreed to sell, convey, transfer and assign the said decree in the same state and conditions as pending is T.S. 89/28 of the 2<sup>nd</sup> Sub-Judge's Court at Alipore with all their rights, title, interest thereto and all benefits, effects, advantages,I moneys, costs etc. due and owing from the Judgment-debtors under the aforesaid Decree and with all the legal incidents, proceedings and legal consequences absolutely and forever.

AND WHEREAS thereafter by a Deed of Assignment dated 15-02-1965 registered at the office of the Sub-Registrar Alipore and recorded in Book No.I, Volume No.9, Pages from 21 to 31, Being No.136 for the year 1965 the

said (i) Nripendra Nath Nandy, (ii) Phaninandra Nath Nandy, (iii) Jitendra Nath Nandy (iv) Bhola Nath Nandy, (v) Smt. Hemangini Dassi, (vi) Sachindra Mohan Nandy, (vii) Jnanendra Mohan Nandy, (viii) Rabindra Mohan Nandy and (ix) Smt. Unasashi Dassi described therein as the Vendors/ Assignors of the One Part and one Samarendra Mohan Kundu, described therein as the Assignee/ Purchaser of the Other Part, the said Vendors/ Assignors have sold absolutely forever to the Assignee/ Purchaser the Decree passed on 28-09-42 or there about and also as amended on 25-05-50 in Title Suit No.89 of 1928 of the 2<sup>nd</sup> Sub-Judge's Court at Alipore for the consideration mentioned in the Schedule of the said Deed of Assignment being Premises Nos.14/1, 14A, 14B and 14C, Kundu Lane containing an area of 10 Cottahs together with one storied and two storied buildings standing thereon mentioned in the First Schedule herein along with other properties except Premises No.10, Madan Paul Lane, P.S. Bhowanipore, Kolkata and submitted relevant Title Deeds, documents and other papers in relation to the said properties.

AND WHEREAS the said Title Suit No.89 of 1928 was disposed of finally by way of final decree for sale passed by the Court of 2<sup>nd</sup> Sub-Judge at Alipore on 25.04.1969 by Order No.34, Rule 6 (Civil Procedure Code) whereby interalia it was ordered and decreed that the defendants do put the plaintiffs in possession of the Suit Property.

AND WHEREAS the said Samarendra Mohan Kundu thereafter mutated his name in the office of the Kolkata Municipal Corporation in respect of Premises No.14/1, Kundu Lane, being Assessee No.11-071-17-0030-4, in respect of the said premises No.14A, Kundu Lane, being Assessee No.11-071-17-0027-4, in respect of Premises No.14B, Kundu Lane, being Assessee No.11-071-17-0028-6, in respect of Premises No.14C, Kundu Lane, being Assessee No.11-071-17-0028-8 and enjoyed the said premises exercising all rights of ownership thereto.

AND WHEREAS the wife of Samarendra Mohan Kundu namely Mana Kundu died intestate on 28.04.1986.

SHIVAM CONSTRUCTION

Partner

AND WHEREAS while seized and possessed of the said properties along with other properties, the said Samarendra Mohan Kundu died on 08-11-2011 leaving behind his three sons namely (i) Sri Malay Kumar Kundu, (ii) Sri Sanjay Kumar Kundu, (iii) Sri Sandip Kumar Kundu, the Owners herein as his legal heirs who inherited the said properties in equal share.

AND WHEREAS the Owners being desirous of getting the said Premises Nos.14/1, 14A, 14B and 14C, Kundu Lane containing a total area of 10 Cottahs of land more or less after demolishing the existing One/Two Storied buildings fully occupied by tenant and vacating the existing tenants and also after amalgamation of the said four premises into one premises by constructing a (G+3)/Straight Four Storied building thereon as per sanctioned plan of the Kolkata Municipal Corporation made an offer to the Developer herein who also agreed to undertake the construction works of the proposed multistoried building at its own costs as per the sanction building plan.

AND WHEREAS the Owners herein by executing this agreement entrusted the Developer herein to complete the proposed building at said premises as per the sanction building plan entirely at the costs and expenses of the Developer, subject to the terms, conditions, stipulations and obligations contained hereunder.

# AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

- That after completion of the proposed building the Owners will be allocated three flats as per following arrangement:-
  - Sri Malay Kumar Kundu will get one flat in the Northern side on the 3<sup>rd</sup> floor of the proposed Building.
  - Sri Sanjaÿ Kumar Kundu will get one flat in the South-Eastern side on the 2<sup>nd</sup> floor of the proposed building and
  - 3) Sri Sandip Kumar Kundu will get one flat in the South-Eastern side on the 3<sup>rd</sup> floor of the proposed building each flat having built up area of 1000 Square Feet as Owners' Allocation.

- That excepting the aforesaid three flats all other flats and or other spaces will be allocation of the Developer.
- Besides above the Developer shall pay to each of the Owners a non refundable sum of Rs.5,00,000/- (Rupees Five Lakh) only i.e. Rs.15,00,000/-(Rupees Fifteen Lakh) only to the three Owners in the following manner:-
  - (a) At the time of execution of this Agreement a sum of Rs.50,000/-(Rupees Fifty thousand) only to each of the three owners.
  - (b) On receiving vacant possession of the said premises, the Developer shall pay a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only to each of the three Owners.
  - (c) On completion of 1<sup>st</sup> floor the Developer shall pay a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only to each of the three Owners.
  - (d) On completion of 3<sup>rd</sup> floor the Developer shall pay a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only to each of the three Owners.
- That the Owners shall out of their own fund clear of all arrear or outstanding taxes of the Kolkata Municipal Corporation up to the date of execution of this Agreement.
- That all cost of amalgamation of the said four premises will be borne by the Developer alone.
- 6. That the Developer at their own costs and endeavour shall cause to vacate and/or quit the existing tenants from the said premises to which the Owenrs shall have no liability. The entire Premises is fully tenanted and the Developer shall be liable to evict and/or cause to vacate the entire premises from the existing tenants either by negotiation or by payment of compensation money.

- 7. That the Developer shall complete the construction of the proposed building in all respects within a period of 30 (thirty) months from the date of vacating the entire Premises by the existing tenants subject to force majeure.
- 8. The Owners herein have agreed to hand over the original title deed of the said premises to the Developer and the Developer shall retain the said title deed in their safe custody until completion of the project. It is mentioned that landowners will co-operate and assist for any sale deed, agreement in respect of the Developer's Allocation portion.
- 9. That the Developer during the period of construction shall be entitled to enter into agreement with any intending buyer or buyers for sale and transfer of Developer's Allocation and to receive advance or Booking money from those intending buyers to which the Owners shall have no right to raise any objection pleas or pretext whatsoever.
- 10. That the Owners shall also execute and register a Power of Attorney in favour of the Developer authorizing and/or empowering them to do all acts, deeds and things in connection with construction of the proposed building without any sort of interruption or disturbance.
- 11. That apart from the Owners' Allocated portion of the building the Owners shall have right to use all common areas of the building with the other co-owners of the building such as staircase, roof, main entrance, ground floor common areas, meter room etc.
- 12. The Owners hereby appoint the Developer for developing the said property described in the First Schedule hereunder written by constructing a multistoried building thereon as per aforesaid sanctioned building plan together with all amenities thereto such as boundary wall with grill gate, drainage, electricity, water reservoir, water tank, water pump etc.
- 13. It is mutually agreed by and between the parties herein, that the Owners herein shall hand over the all original documents and other necessary documents in respect of FIRST SCHEDULE property lying with his custody to the Developer at the time of signing this Agreement with proper receipt for the

purpose of mutation and other necessary work for preparing the legal documents and same to be kept with the Developer for disposal of the Developer Allocated portion of the said proposed building and after disposal of the entire Allocation of the Developer in the said proposed building the Developer shall handover the said documents to the Owners.

- 14. The Owners herein shall also have liberty to inspect the construction at all material times but shall not intervene the process of construction in the said premises.
- 15. It is also mutually agreed by and between the parties herein, that the Developer herein, complete the said building with all drainage, sewerage, electricity, connection and deliver the Owners' Allocated portion to the Owners within 30 (thirty) months form the date of vacating the Premises by the existing tenants.
- The Developer will complete the building on the said land according to the specification mentioned in the FOURTH SCHEDULE hereunder written also as per Sanctioned Plan.
- 17. The Developer shall be entitled to appoint any Contractor/Contractors, Architect/ Architects, Engineer/ Engineers, for the necessary purpose or to draw up the building plan and to construct and supervise the same.
- 18. The Owners hereby agree to sign, execute and register whenever necessary in connection with develop and/or completion of this project all agreements acceptable in the eye of law for transfer of undivided proportionate and impartible share in the said premises.
- 19. The Owners do hereby authorize the Developer to make all necessary application in the name of the Owners before the Kolkata Municipal Corporation and other competent authorities for obtaining sanction, division, permission, refund, clearance, approvals and all connections such as water sewerage, drainage and electricity and other amenities and shall also be entitled to make deposit and obtain refund thereof.

- Majeure shall mean flood, earthquake, riot, war, civil commotion, and/or any act commission beyond the control of the parties hereto.
- 26. That at the time of registration of Deed of Conveyance/s in respect of the Developer's Allocated portion of the said building in the name of nominees/ purchasers of the Developer, the Owners are bound to execute the said Deed of Conveyance for sale of undivided proportionate share of land of the said premises, if necessary.
- 27. That all costs and expenses for the construction of the building will be borne by the Developer/ Second party and also the construction work will be completed within 30 (thirty) months from the date of vacating the entire Premises by the existing tenants.
- 28. That the legal expenses such as stamp duties, registration cost etc. relating to the Agreement, Power of attorney between the owners and the Developer shall be borne by the Developer only.
- 29. That the Owners shall not be liable and responsible for any damage or for any claim arising out of any accident and or otherwise as a result of and/or in connection with the construction to be carried out while executing the construction of the said project and after completion of the said flats and/or structures.
- 30. That notwithstanding the terms and conditions as stated hereinabove, the parties to this agreement is entitled to invoke the right under specific performance of contract and / or for damages.
- 31. That all the current electric bill, water charges and other rates and taxes of the Kolkata Municipal Corporation and other dues and outgoings in respect of the said premises from the date of execution of this Agreement till completion of the project shall be borne by the Developer.
- 32. This Agreement shall commence from the date of execution of this agreement and in terms of this agreement the Developer shall be responsible to handover a copy of the "Possession Letter" as regard handover the flats/ units

of the proposed building habitability of flats to the Owners within the stipulated period of 30 (thirty) months from the date of vacating the entire Premises by the existing tenants.

- 33. The Developer shall also keep the Owners protected save and indemnified at all times against all third party actions, suits, faulty and construction, proceedings and/or for penalties and other consequences that may arise due to any illegal and wrongful acts, deeds and things done executed and performed by the Developer.
- 34. That from the date of delivery of possession the Developer, Purchaser/ Owner of the respective flats, shall pay the proportionate share of municipal tax, maintenance charges and other expenses proportionately.
- 35. That Developer of its own capacity shall execute the entire construction and all pre construction and post construction job. The Developer will not take any loan or create any sort of charge on the said land. However, Purchasers of Flat / space are at liberty to take loan to purchase their respective flat from bank or financial institution.
- 36. During the construction of the building according to the sanction plan of the Kolkata Municipal Corporation the Owners shall not claim any shifting charge from the Developer.
- 37. The Owners will not be responsible for any GST and or any statutory levies which may be applicable for the purpose of construction of the said building.
- 38. The Owners shall have right to verify or get verified by their men/ agents (authorized Technical persons) if construction is carried on as per specification in the Fourth Schedule hereunder written with good and standard materials. In case it is found that there is deviation in respect of the specification and objection being raised the DEVELOPER shall rectify the same at its cost.
- That the DEVELOPER shall face all the legal liabilities and financial liabilities if any accident occurs during the construction of the project.

- In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party (under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/ liability touching these presents, the same shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. In connection with the aforesaid arbitration proceedings, the Ld. District Judge, 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.
- 41. That if any defect in the title of the land questioning Ownership of Owners or any sorts of encumbrances be found out in respect of the demised landed property in that event the stipulate period shall not maintain and the time shall be extended by mutual consent of the parties.

#### THE FIRST SCHEDULE ABOVE REFERRED TO:

(Entire Properly)

ALL THAT piece and parcel of Bastu land measuring 10 (ten) Cottahs more or less together with one storied and two storied 100 years old dilapidated cement flooring building standing thereon fully occupied by tenants namely Puspa Shaw, Makhan Lal Majumder and Others having an area about 7500 Sft., out of which in ground floor measuring about 5000 Sft., and First floor measuring 2500 Sft., lying and situate at Premises No.14/1, Kundu Lane, being Assessee No.11-071-17-0030-4, Premises No.14A, Kundu Lane, being Assessee No.11-071-17-0027-4, Premises No.14B, Kundu Lane, being Assessee No.11-071-17-0028-6, Premises No.14C, Kundu Lane, being Assessee No.11-071-17-0029-8, under Police Station Bhawanipore now Kalighat, Kolkata -700025, under the Kolkata Municipal Corporation, Ward No.71, A.D.S.R. Office Alipore, District: South 24-Parganasand which is butted and bounded as follows:-

ON THE NORTH: Premises No.13/1C, Kundu Lane.

ON THE SOUTH : Premises No.27A, Telipara Road.

ON THE EAST : 10' Ft. Wide Kundu Lane.

ON THE WEST : Premises Nos.32A, 32B & 32C, Telipara Road.

#### THE SECOND SCHEDULE ABOVE REFERRED TO:

#### OWNER'S ALLOCATION

ALL THAT three flats viz., Northern side flat on the 3<sup>rd</sup> floor for Owner No.1, South-Eastern side flat on the 2<sup>nd</sup> floor for Owner No.2 and South-Eastern side flat on the 3<sup>rd</sup> floor for Owner No.3 of the proposed Building each flat having built up area of 1000 Sft., more or less together with undivided proportionate share of land with right to use all common amenities and facilities including common roof right thereof, lying and situate at Premises Nos.14/1, 14A, 14B, 14C, Kundu Lane, under Police Station - Kalighat, Kolkata -700025, within the limits of the Kolkata Municipal Corporation, Ward No.71, A.D.S.R. Office Alipore, District: South 24-Parganas.

#### THE THIRD SCHEDULE ABOVE REFERRED TO:

#### **DEVELOPER'S ALLOCATION**

Apart from the Owners' Allocation the Developer will get the remaining portion of the constructed area i.e. the flats and other spaces of the said proposed building to be constructed upon the property mentioned in the First Schedule after providing the Owners' Allocation described in Second Schedule hereinabove together with undivided proportionate share of land with right to use all common amenities and facilities including common roof right thereof.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of Construction)

<u>BUILDING</u>: All interior walls and ceiling will have gement plaster of requisite thickness and finished with plaster of paris and the outer walls of the building shall be weather-coated. Roof will be in RCC as per the design given by the Architects.

FLOORING: All toilets will be finished with tiles finished floors, wall shall have 5' Feet dado of glass tiles. All toilets will be provided with concealed plumbing for water each bath room have European Commode with cistern, basin and each toilet will concealed stop cock along with one shower point and two tap points.

KITCHEN: Kitchen will have tiles finished flooring and shall have top granite slab and sink made of still having sufficient electrical points with 2/3 feet of glazed tiles on the walls.

BATHROOM: One Indian/European type commode with P.V.C. Cistern, concealed water line with C.P. fittings, i.e, Stop cock, Angular stop cock, bib cock, shower all wall with 8" x 12" glazed tiles up to 7'ft. height. The floor will be marble/Vectrified tiles fittings. Door will be P.V.C. frame and Palla, one piece set up all C.P. fitting would be ESSCO made. One cool and hot water provision will be provided in one toilet, Wash basin in both toilets will be provided.

WINDOW: All windows frames and shutters shall be made by aluminium frame (3/8 square bar) and will be fitted with smoke of 4 mm. dimension glass.

ELECTRICAL WORK: Electrical points for light, fan, T.V., A.C.(only for bed room), Refrigerator, Iron, hot water geyser etc., shall be provided at suitable place.

<u>DOOR</u>: Door frame in M. Sal wood and flush shutters of approved made as per ISI specifications having Teak faced ply in spirit oil finish with complete locks etc. The main door will have magic eye and safety latch also. All open space such as balconies will have steel/RCC railing as per design given by Architects.

<u>LIFT</u>: Lift shall be fitted of any reputed company for carrying the capacity of the minimum four passengers.

ELECTRIC METER: A separate electric meter shall be provided to each flat at the cost and security deposit to be paid by the Owner/Occupier of the flat.

WATER ARRANGEMENT: Underground reservoir with K.M.C., connections and over head water tank of suitable size will be provided with pump and motor.

KITCHEN: Kitchen will have tiles finished flooring and shall have top granite slab and sink made of still having sufficient electrical points with 2/3 feet of glazed tiles on the walls.

BATHROOM: One Indian/European type commode with P.V.C. Cistern, concealed water line with C.P. fittings, i.e, Stop cock, Angular stop cock, bib cock, shower all wall with 8" x 12" glazed tiles up to 7'ft. height. The floor will be marble/Vectrified tiles fittings. Door will be P.V.C. frame and Palla, one piece set up all C.P. fitting would be ESSCO made. One cool and hot water provision will be provided in one toilet, Wash basin in both toilets will be provided.

WINDOW: All windows frames and shutters shall be made by aluminium frame (3/8 square bar) and will be fitted with smoke of 4 mm. dimension glass.

ELECTRICAL WORK: Electrical points for light, fan, T.V., A.C.(only for bed room), Refrigerator, Iron, hot water geyser etc., shall be provided at suitable place.

<u>DOOR</u>: Door frame in M. Sal wood and flust shutters of approved made as per ISI specifications having Teak faced ply in spirit oil finish with complete locks etc. The main door will have magic eye and safety latch also. All open space such as balconies will have steel/RCC railing as per design given by Architects.

<u>LIFT</u>: Lift shall be fitted of any reputed company for carrying the capacity of the minimum four passengers.

ELECTRIC METER: A separate electric meter shall be provided to each flat at the cost and security deposit to be paid by the Owner/Occupier of the flat.

WATER ARRANGEMENT: Underground reservoir with K.M.C., connections and over head water tank of suitable size will be provided with pump and motor.

IN WITNESS WHEREOF the parties heretorhave hereunto executed these presents on the day month and year first above written.

## WITNESSES:-

1. Dob Rumer Paul 17, Kundulane Kolkata - 700025

Muley Rumer Kind

2. Sarina Kundu 15A, Kundu Lane Kolkata - 700 025 Sanjay Kumar Kundu

Sandip Kuman Kundu

Signature of the Owners

SHIVAM CONSTRUCTION

Partner

Signature of the Developer

#### MEMO OF CONSIDERATION

RECEIVED from the Developer the sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only will be non-refundable amount in the following manner.

DATE	CHQ.NOS.	BANK/BRANCH	AMOUNT
01.02.2018	788004	U.B.I.,(H.M.Road Br.)	50,000.00.
01.02.2018	788005	U.B.I.,(H.M.Road Br.)	50,000.00.
01.02.2018	788006	U.B.I.,(H.M.Road Br.) TOTAL :	50,000.00. Rs.1,50,000.00.

(Rupees One Lakh Fifty Thousand only).

# WITNESSES:

1. Dalo Kumar Pans 17, Kurdu lane Kolkata - 700025

Maley Kimer Kundu

2. Sarina Kundu 15A, Kundu Lane Kolkata- 700 025

Sanjay Kumar Kindu

Sandifo Kuman Kunda

Signature of the Owners

Drafted by me:-

Pradip Sollukhan

Advocate 49/3/174/02\_

Alipore Police Court,

Kolkata -700 0 27.

Typed by:

Jayanta Sinha.

#### MEMO OF CONSIDERATION

RECEIVED from the Developer the sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only will be non-refundable amount in the following manner.

DATE	CHQ.NOS.	BANK/BRANCH	AMOUNT
01.02.2018	788004	U.B.I.,(H.M.Road Br.)	50,000.00.
01.02.2018	788005	U.B.I.,(H.M.Road Br.)	50,000.00.
01.02.2018	788006	U.B.I.,(H.M.Road Br.) TOTAL:	50,000.00. Rs.1,50,000.00.

(Rupees One Lakh Fifty Thousand only).

## WITNESSES:

1. Dalo Kumar Pans 17, Kurdu lane Kolkata - 700025

Maley Kumer Kundu

2. Sarina Kundu 15A, Kundu Lane Kolkata- 700 025

Sanjay Kumar Kundu

Sandip Kumar Keenden

Signature of the Owners

Drafted by me:-

Prodip Sodlukhan

Advocate 68/174/02

Alipore Police Court,

Kolkata -700 0 27.

Typed by: Jayanta Sinha.

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	left hand		-97		,	
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Name

Signature

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Name MALAY KUMAR KUMDU

Signature Malay Jensey Jende

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The same	right hand				Print.	

Name SANJAY KUMAR KUNDU, Signature Sanjay Kumar Kumdu

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PHOTO	left hand		-91			
РНОТО	right hand					

Name\_\_\_\_\_

Signature\_\_\_\_\_

		Thumb	1st finger	middle finger	ring finger	small linger
	left hand					
Somety Roman Kan	right hand					

Name SANDIP KUMAR KUNDU
Signature South Liver Kundo

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
Souther 84	right e p					

Name SANTOSH SHAW.
Signature Soutash Shows



#### Government of West Bengal

# Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. ALIPORE, District Name: South 24-Parganas Signature / LTI Sheet of Query No/Year 16050000162405/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Malay Kumar Kundu 15A, Kundu Lane, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord	The state of the s	0	Malang Ramon Remode
SI No.	Name of the Executant	Category	FIIOIO	Finger Print	Signature with
2	Sanjay Kumar Kundu 15A, Kundu Lane, P.O:- Bhowanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord		who is a second	Sanzay kemar kud
SI No.	Name of the Executant	Category	, noto	Finger Print	Signature with date
3	Sandip Kumar Basu <sup>®</sup> 15A, Kundu Lane, P.O:- Bhowanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord			South Kemen Keep

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Santosh Shaw 34C, Dhirendra Nath Ghosh Road, P.O:- Bhowanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Represent ative of Developer [SHIVAM CONSTR UCTION]			Sate A 8 house 01.02.18
SI No.			identiner	of	Signature with date
1	1 Debkumar Pal Son of Late Gora Chand Pal 17, Kundu Lane, P.O:- Bhowanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025		Malay Kumar Kundu, Sanj Sandip Kumar Basu, Sant		Deb Kung

(Md Shadman)

ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
ALIPORE

South 24-Parganas, West
Bengal