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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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document and the parties to the document.

Additional District Registrar,
Calcutta, Date Date, 24-7-2020

21 JUL 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 21st day of July in the
year of 2020 (Two Thousand Twenty) of the Christian Era,

BETWEEN

(2)

(1) MRS. NAMITA DAS (PAN- AWXPD5518M and Aadhaar No. 291004048753) daughter of Late Radha Raman Das, by faith Hindu, by Nationality Indian, by Occupation- Housewife, residing at 109, R.N. Guha Road, Motijheel, P.S. Dum Dum, Kolkata - 700 074, District 24 Parganas (North), (2) MR. AJIT DAS (PAN- ADTPD6703H and Aadhaar No. 233946350339) son of Late Radha Raman Das, by faith Hindu, by Nationality Indian, by Occupation- Business, residing at 74/8/C, Jessore Road South, Nabatirtha Shishir Kunja, Barasat, Kolkata - 700 127, District 24 Parganas (North), (3) MRS. BINITA DUTTA (PAN- BOPPD3664H and Aadhaar No. 203374605957) wife of Indrajeet Dutta and daughter of Late Radha Raman Das, by faith Hindu, by Nationality Indian, by Occupation- Housewife, residing at Netaji Nagar, Ganganagar, Madhyamgram, Kolkata - 700 132, District 24 Parganas (North), (4) MRS. MINOTI ROY (PAN- EPJPR1995M and Aadhaar No. 785057047670) daughter of Late Radha Raman Das, by faith Hindu, by Nationality Indian, by Occupation- Housewife, residing at 109, R.N. Guha Road, Motijheel, P.S. Dum Dum, Kolkata - 700 074, District 24 Parganas (North), 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, administrators, legal representatives and assigns] of the ONE PART.

A N D

OM SHANTI INFRACON (PAN -AAFFO8036M) a Partnership firm having its Office at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata - 700 030, being represented by its one of the partner SRI PRADIP KUMAR AGARWAL (PAN - ACZPA8102G and Aadhaar No. 347758791849) son of Late Puran Mal Agarwal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata - 700 030, hereinafter be called and referred to as the "DEVELOPER/ PROMOTER" (which term or expression shall unless excluded by or repugnant to the context or meaning shall be deemed to mean and include its successor or successors- in -office, representatives and assigns) of the OTHER PART.

(3)

WHEREAS One Smt. Ramrati Saha by a registered Deed of Conveyance in Bengali language dated 13.03.1955 which was duly registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. 1, Volume No. 42, Pages 250 to 252, Being No. 2499 for the year 1955 sold, transferred and conveyed of land measuring an area of 2 Cottahs 8 Chittacks more or less lying and situated at Mouza – Dum Dum House, P.S. Dum Dum, Dag No. 447, Jamindar Khatian No. 170, under Khatian No. 171, under South Dum Dum Municipality, Holding No. 109, R.N. Guha Road, in the District 24 Parganas to Smt. Nirupama Das .

AND WHEREAS after such purchase the said Smt. Nirupama Das became the sole and absolute Owner of the aforesaid property and she mutated her name in the records of South Dum Dum Municipality by paying rents and taxes regularly and punctually.

AND WHEREAS after while seizing and possessing the said property the said Smt. Nirupama Das died intestate on 18.02.2005 leaving behind her three daughters namely Smt. Namita Das, Smt. Binita Dutta, Smt. Minoti Roy and only son Sri Ajit Das as her legal heirs to inherit the property left by her. Be it mentioned here that her husband Radha Raman Das predeceased on 15.03.1994 .

AND WHEREAS by virtue of inheritance the said Smt. Namita Das, Sri Ajit Das, Smt. Binita Dutta, Smt. Minoti Roy jointly became Owners of the aforesaid property and they mutated their names in the records of local municipality and paying rents and taxes regularly and punctually.

AND WHEREAS said Smt. Namita Das, Sri Ajit Das, Smt. Binita Dutta, Smt. Minoti Roy the Owners herein are well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of total land measuring an area of 2 Cottahs 8 Chittacks more or less together with structure lying and situated at Mouza – Dum Dum House, P.S. Dum Dum, Dag No. 447, Jamindar Khatian No. 170, under Khatian No. 171, under South Dum Dum Municipality, being Municipal Holding No. 493 (New) 404 (old), R.N. Guha Road, Kolkata – 700074, Premises No. 109, Ward No. 08, morefully described in the schedule hereunder written and hereinafter called the said property .

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(4)

AND WHEREAS Owners are desirous to develop their property and to construct a buildings on the said property but could not do it themselves and the Developer knowing the intention of the Owners approached the said Owners to authorize them to develop the said property and to construct a building on the said property to which the Owners agree.

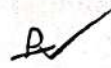
As a consideration of the said property the Owners jointly shall get four flats out of which Two Flats on the Second Floor, South Eastern Side, measuring Covered area 650 Sq. ft. more or less and two Flats on the Third Floor, South Eastern Side, each measuring Covered area 650 Sq. ft. more or less along with the owners jointly shall get a sum of Rs. 4,00,000/- (Rupees Four Lakhs) only which is non refundable money hereinafter called the Owner's allocation.

The Developer with the execution of this agreement has paid a sum of Rs.2,00,000/- (Rupees Two Lakhs) only to the Owners. The Developer further shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only to the Owners after obtaining sanction building plan of the proposed newly building. The Developer shall pay balance sum of Rs.1,00,000/- (Rupees One Lakh) only to the Owners at the time of handing over possession of owner's allocation of the proposed new building. The Developer shall arrange shifting of the owners.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -

Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

- 1.1 **OWNERS** shall mean the above Owners /Landlord and their, executors, heirs, administrators, legal representatives and assigns .
- 1.2 **DEVELOPER** shall mean the above named Developer with having respective offices and license as would be required for such company and its successors in office .



- 1.3 **THE PROPERTY** shall mean of ALL THAT piece and parcel of land measuring an area of 2 Cottahs 8 Chittacks more or less together with structure lying and situated at Mouza – Dum Dum House, P.S. Dum Dum, Dag No. 447, Jamindar Khatian No. 170, under Khatian No. 171, under South Dum Dum Municipality, being Municipal Holding No. 493 (New) 404 (old), R.N. Guha Road, Kolkata – 700074, Premises No. 109, District 24 Parganas (North), morefully and particularly described in the schedule hereunder written.
- 1.4 **THE BUILDING** shall mean the multi storied buildings to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of South Dum Dum Municipality at the cost of the Developer.
- 1.5 **THE UNIT** shall mean the partly or wholly constructed flat/apartment shop room in the building (which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be).
- 1.6 **PROPORTIONATE OR PROPORTIONATE PORTION** or proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners /landlords.
- 1.7 **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser (s) and/or lawful occupiers.
- 1.8 **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developer.
- 1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions.

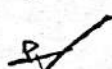


- 1.10 OWNER'S ALLOCATION** As a consideration of the said property the Owners jointly shall get four flats out of which Two Flats on the Second Floor, South Eastern Side, measuring Covered area 650 Sq. ft. more or less and two Flats on the Third Floor, South Eastern Side, each measuring Covered area 650 Sq. ft. more or less along with the owners jointly shall get a sum of Rs. 4,00,000/- (Rupees Four Lakh) only which is non refundable money hereinafter called the Owner's allocation.
- 1.11 DEVELOPER'S SHARE** - shall mean rest of the constructed area i.e. all the constructed area except Owner's allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.
- 1.12 TRANSFER** with its grammatical variation shall mean as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration.
- 1.13 TRANSFEREE** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- 1.14** The word importing singular shall include plural and vice versa.
- 1.15** Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE - II COMMENCEMENT

- 2.1** This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE - III OWNER'S RIGHT AND REPRESENTATIONS

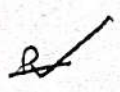
- 3.1** That excepting the Owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
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The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it .

- 3.3 The land property is free from all encumbrances, charges liens, lispence, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 .
- 3.5 That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Developer.
- 3.6 That the Owners undertake to execute the registered Development Power of Attorney in favour of the Developer and the land Owners will give the Developer all the powers required for the purpose of making such construction at Developer's risk and to negotiate for sale from Developer's allocation and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for its portion.

ARTICLE - IV DEVELOPER'S RIGHT

- 4.1 THAT on the power and by virtue of this agreement the Developer is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan after mutating the name of the Owners within the South Dum Dum Municipality .
- 4.2 That the Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the South Dum Dum Municipality and entire cost shall be borne by the Developer alone. Developer would have no right to assign the project in favour of the other under any circumstances.
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4.3 The Developer shall be entitled to appoint its own labour masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Developer and all the risk and liability together with all responsibility shall remain with Developer and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective purchaser .

4.4 The Developer for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its Developer's allocation as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser or purchasers together with all advance thereof but at all material times the Owners shall not be liable for such advances or earnest money . That the said earnest money accepted by the Developer shall remain charges only with the Developer and the Owners allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the Owners allocation for any misappropriation of any money by the Developer or for any deal nor they shall have any right to seek any order or injunction from any court in respect of the Owners allocation.

ARTICLE - V : TIME

5.1 The Developer shall complete the said building within 36 (thirty six) months from the date of obtaining sanction building plan and time may be extended to 6 (Six) months under unavoidable circumstances on mutually discussion. Developer shall start construction work of the proposed building within 6 (six) months from the date of sanction building plan.

ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATIONS:-

6.1 The Developer hereby undertake the responsibility to mutate the name of the Owners and to get the plan sanctioned form the South Dum Dum Municipality and start construction of the building and to complete the whole complex within 36 months from the date of sanctioned plan of their premises and within this time the Developer shall give complete possession of the Owner's, allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.

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- 6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/ authorities concerned by the Developer .
- 6.3 To bear all costs charges and expenses for construction of the building at the said premises by the Developer.

ARTICLE VI : OWNER'S ALLOCATION

7.1. As a consideration of the said property the Owners jointly shall get four flats out of which Two Flats on the Second Floor, South Eastern Side, measuring Covered area 650 Sq. ft. more or less and two Flats on the Third Floor, South Eastern Side, each measuring Covered area 650 Sq. ft. more or less along with the owners jointly shall get a sum of Rs.4,00,000/- (Rupees Four Lakh) only which is non refundable money hereinafter called the Owner's allocation.

Developer shall arrange proper shifting during the period of construction to the owners.

ARTICLE VIII : - DEVELOPER'S ALLOCATION .

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



ARTICLE IX : PROCURE

- 9.1 The Owners shall grant to the Developer a Development power of Attorney as may be required for the purpose of mutation and submit the building plan obtaining the sanctioned of the plan, C.C. Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser and make registration deed and document whatsoever required of this portion .
- 9.2 **NOTWITHSTANDING** grant of power of Attorney by the Owners in favour of the Developer no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners .

ARTICLE X : CONSTRUCTION :

- 10.1 The developer shall be solely and exclusively responsible for construction of the said building .

ARTICLE XI: BUILDING

- 11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multi storied building and the common facilities and also amenities at the said premises in accordance with the sanctioned plan with good and standard quality of materials.
- 11.2 The Developer shall install and erect in the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, Electrification, generator room, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential building in the locality in Ownership basis or otherwise .

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- 11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from South Dum Dum Municipality without creating any financial or other liabilities on the Owners regarding the construction .

ARTICLE XII : COMMON FACILITIES

- 12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of execution of this present till hand over the possession with Occupancy Certificate within the stipulated period in favour of the Owners.
- 12.2 After completion of the total construction the Developer and the Owners including their respective assignees will bear the cost of common facilities and maintenance charges, repair of lift, if any Durwan pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire of and scavenging charges etc. after possession.

ARTICLE XIII : PROCEEDING

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

ARTICLE XIV : DEVELOPER INDEMNITY

- 14.1 The Developer hereby undertake not to keep the Owners indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building .

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14.2 The Developer hereby undertake not to keep the Owners indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein .

ARTICLE XV : OWNERS ' OBLIGATIONS :-

The Owners doth hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with .

The Owners doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/ shops/ garages in the said building. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility .

The Owners doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the Owners .

The Owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.

That the Owners herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises /land or any portion thereof at any time during the subsistence of this agreement .

That the Owners and/or **their** solicitors or advocate shall answer the requisition on title required by the developer prior to commencement of construction .

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The Developer shall pay the required security deposit payable to the South Dum Dum Municipality for sanctioning of the building plan in the name of the Owners . The developer shall take the refund of the same after the building is completed and the Owners shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded .

ARTICLE XVI : MISCELLANEOUS

- 15.1 The Owners and the developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owners nor shall the parties hereto constitutes as an association or persons.
- 15.2 The Owners hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owners shall execute Development power of Attorney and/or authorization in favour of the Developer for the purpose.
- 15.3 The Developer and Owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give their consent to abide by the same .
- 15.4 The name of the building shall be decided later on by Developer .
- 15.5 As and from the date of the completion of the building including obtaining C.C and possession handover the Developer and/or its transferee and the Owners and/or their transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.
- 15.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled .



- 15.7 All arrear Municipal Taxes and/or any other rents and/or other taxes dues before to execution of this Agreement will be paid by the Developer.
- 15.8 The Developer shall demolish the existing structure at its own costs and expenses and shall appropriate the salvages and building materials.
- 15.9 At the time of signing of this agreement and execution of registered Development power of attorney in favour of the Developer by the Owners will handover all documents in photocopy related of the said property like as Parcha, Khajana, upto date payment of Municipal Tax Receipt. Be it specifically mentioned that the owners shall bound to verification and/or inspection all original documents related of the schedule mentioned property when required of the Developer or its agent within 24 hours .
- 15.10 It is agreed by the both parties that the Developer will have the right to amalgamate the adjacent plot/plots for construction of multi storied building in a complex for better rehabilitation however if any dispute arises between the parties in this agreement for effective interpretation of the terms and conditions herein the same shall be referred either to an Advocate or Arbitrator chosen, jointly by the parties hereto or to such separate advocate who will be appointed by one of each party together with right to appoint an umpire and whose decision shall before and binding upon the parties.
- 15.11 Be it specially mentioned that in case of amalgamation with other property, then the Partition Deed at the entire cost of the Developer towards individual sharing and mutation of the owner's respective allocations shall be executed and registered.
- 15.12 The Developer shall obtain completion certificate from the municipal authority at its own cost and initiative .
- 15.13 The Owners hereby undertake, if any disputes or any other title litigation arises in future regarding the schedule mentioned property, then the Owners shall bound to clear the same. And the Owners shall not to solve the title litigation and/or problem then the Owners shall have to pay entire demurrage charges to the developer.

(15)

- 15.14 No financial burden upon the owner's in CC and electric installation including 440 meter in the new building. All materials to be used in the project would be ISI standard. Separate Electric meter, collapsible gate at main entrance to all land owners at the cost of the Developer.

ARTICLE XVII: FORCE MEAJEURE

- 16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligations during the duration the force majeure.
- 16.2 Force Meajeure shall mean flood, earth-quake, riot war, tempest civil commotion and /or any other acts or commission beyond the reasonable control of the Developer.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring an area of 2 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 200 Sq. ft. more or less lying and situated at Mouza - Dum Dum House, P.S. Dum Dum, Dag No. 447, Jamindar Khatian No. 170, under Khatian No. 171, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 493, R.N. Guha Road, Kolkata - 700074, Premises No. 109, Ward No. 08, under Additional District Sub registrar at Cossipore Dum Dum, in the District 24 Parganas (North), together with all easement right all rights appertaining thereto entire property butted and bounded as follows:-

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ON THE NORTH : By Other's property.
ON THE SOUTH : By partly Road and partly property of Samir Mandal and others.
ON THE EAST : By Other's property.
ON THE WEST : By Property of Samir Mandal and others.

(Owner's Allocation)

As a consideration of the said property the Owners jointly shall get four flats out of which Two Flats on the Second Floor, South Eastern Side, measuring Covered area 650 Sq. ft. more or less and two Flats on the Third Floor, South Eastern Side, each measuring Covered area 650 Sq. ft. more or less along with the owners jointly shall get a sum of Rs. 4,00,000/- (Rupees Four Lakh) only which is non refundable money hereinafter called the Owner's allocation.

The Developer with the execution of this agreement has paid a sum of Rs.2,00,000/- (Rupees Two Lakh) only to the Owners. The Developer further shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only to the Owners after obtaining sanction building plan of the proposed newly building. The Developer shall pay balance sum of Rs.1,00,000/- (Rupees One Lakh) only to the Owners at the time of handing over possession of owner's allocation of the proposed new building.

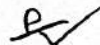
It is further mentioned that in case if any local problem, disputes or any other litigation arise in future regarding the constructional work of the schedule mentioned property in that event the developer and land Owners jointly shall settle the dispute .

(Developer's Allocation)

After fulfillment of the Owners 's allocation/deduction the rest constructed area of the proposed building shall belongs to the developer only together with undivided proportionate share of land along with roof right and/or other common amenities and facilities.

[Common Parts of the Building]

- ❖ The foundation, columns, beams, supports, fire escapes, entrances and exists.
- ❖ Common passage, drive ways and the pathways of the proposed building.



- ❖ Water-pump, water tanks of reservoirs, water-pipes, and common plumbing installations.
- ❖ Transformer, electrical sub-station, electrical wiring, meters and fittings [Excluding those as are installed for any particular unit/Flat]
- ❖ Drainage, sewerage and rain water pipes.
- ❖ Boundary walls including outer side of the walls of the said Building and main gate.
- ❖ Such other common parts, areas, equipments installations, fixtures, fittings, covered and open spaces in or about the said building as are necessary for passage to or user and occupancy of the unit/flat or units/ flats in common and as are easements of necessary of the building.
- ❖ Staircase, stair case landings, roof right, lift and lift wall. Ultimate top roof of the building is common with others flat owners .

SPECIFICATION OF CONSTRUCTION WORK

1. **STRUCUTRE** : Building designed with R.C.C framed structure of foundation .
2. **BRICK WORKS** : All brick works are with conventional bricks as 8", 5" or 3" thick wherever necessary. One almirah in each room, one loft in every flat would be provided.
3. **FLOORING** : All floor Marble / Floor Tiles. (Marble rack at Kitchen and toilet)
4. **KITCHEN** : Marble flooring cooking platform with black stone and sink stainless steel (17" X 20") and glazed tiles upto 4'-0" above cooking plat form taps etc. complete with exhaust fan hole with M.S. Cover . All CP Jaguar make.
5. **TOILET** : Floor Marble with wall dado of Glazed tiles upto 6'-0" height with CP Jaguar company fittings and concealed ¾" plumbing system with PVC pipes with PVC door. Hindware company P Trap type commode and wash basin would be provided. One toilet hot and cold water tap line with two marble racks.
6. **DOORS** : Main door would of solid Wood finish with interlock godrej company make would be provided and all doors are flush door and frames will be good quality wood. Collapsible in main door.
7. **WINDOWS** : All windows are Aluminum sliding with grill and glass fittings. Box Type (inside and outside window would be 2 coat painted primer and paint).

8. **ELECTRICAL :** All wiring will be concerned with good quality wire (Havells / Finolex) .
- a) Bed Rooms : One Tube light point, Two light point, one fan point, one 5 amp plug point, one 15 amp plug point on switchboard, (A.C point both room)
 - b) Living / Dining: Two light points, Two fan points and two 5 Amp plug point on switchboard and one 15 Amp plug point for freeze.
 - c) Kitchen : One light point, one exhaust point, two 5 Amp plug point.
 - d) Toilets : One light point, one geyser point, one Exhaust fan point .
 - e) Balcony : one light point, one 15 Amp plug point. Water line with tap would be provided for washing machine .
9. **WALL PAINTING :** Interior wall finished with plaster of Putty and out side will finished with paint .
10. **WATER SUPPLY:** Water supply to the flat shall be round the clock by deep tube well with submersible pump and Municipal Water supply .
11. **EXTRA WORK :-** Any extra work other than our standard specification shall be charged extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brickwork. Thereafter no request shall be entertained .



(19)

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

SIGNED, SEALED AND DELIVERED

In the presence of

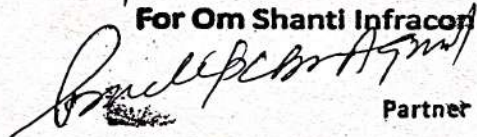
WITNESSES

1. Sushanta Roy.
109 E. N. Ganga Road. Kol- 700079.

1 Namita Das
2 Arjit Das.
3 Binita Dutta
4 Minoti Roy

2 Indrajit Dutta
Hetaji Nagar, Kol- 732

SIGNATURE OF THE OWNERS

For Om Shanti Infracon

Partner

SIGNATURE OF THE DEVELOPER

Drafted by :-

Satyajit Sahoo
(Advocate)
High Court, Calcutta
F 1039/1342/11

(20)

RECEIPT

Received of and from the withinnamed Developer the within mentioned Sum of Rupees Rs.2,00,000/- (Rupees Two Lakh) only as and by way of earnest money as per memo given below .

MEMO

paid by cheque

Rs 2,00,000/-

Total Rs.2,00,000/-

(Rupees Two Lakh) only

WITNESSES:-

1. Sukanya Roy.
109 R.N. Ganga Road. Kol-200074

1. Namita Das
2. Asit Das.
3. Binita Dutta
4. Himoti Roy

SIGNATURE OF THE OWNERS

2. Indrajit Dutta
Netaji Nagar Kol-132

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 <i>Anil Chandra</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 <i>Namita Das</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 <i>Ujit Das</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
1	 Binitha Dutta	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
2	 Binati Roy	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
3		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2020, Page from 183195 to 183229
being No 150603780 for the year 2020.



Digitally signed by SUMAN BASU
Date: 2020.07.27 12:45:47 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2020/07/27 12:45:47 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)