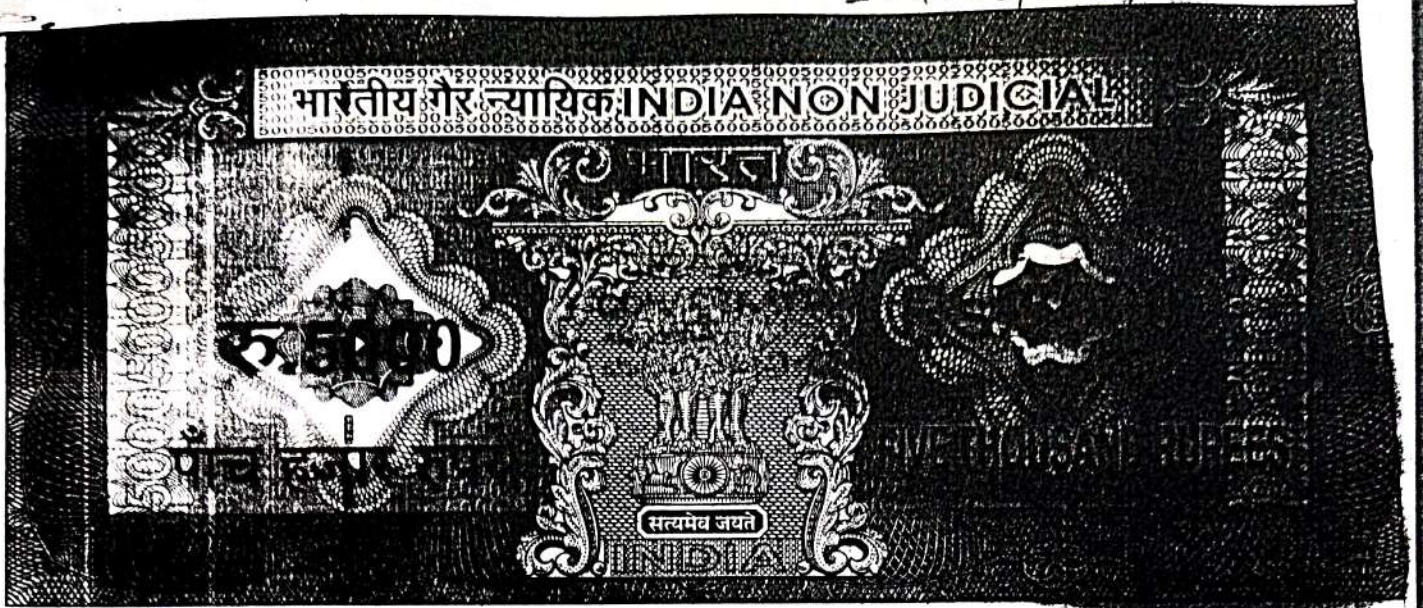


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Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar
Coastport, Dum Dum, 24-Pgs. (North)

07 AUG 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 7th day of August in the year of 2019 (Two Thousand Nineteen) of the Christian Era,

BETWEEN

(2)

SRI ANUP CHAKRABORTY (PAN-ACRPC8935D) son of Late Anil Kumar Chakraborty, by faith Hindu, by Nationality Indian, by Occupation- Service, residing at 108, R.N. Guha Road, Motijheel, P.S. Dum Dum, Kolkata - 700 074, District 24 Parganas (North), hereinafter called and referred to as the '**OWNER**' [which expression shall unless excluded by or repugnant to the context be deemed to mean and include his 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) 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**.

WHEREAS Mosammat Guljan Bibi, Sk. Harun Rashid, Sk. Mohammad Mussa jointly by a registered Deed of Conveyance dated 28.09.1967 which was duly registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. 1, Volume No. 115, Pages 183 to 188, Being No. 8303 for the year 1967 sold, transferred and conveyed of land measuring an area of 3 Cottahs 8 Chittacks more or less (land measuring about 2 Cottahs 8 Chittacks from Mosammat Guljan Bibi and land measuring about 1 Cottah from Sk. Harun Rashid, Sk. Mohammad Mussa) lying and situated at Mouza - Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, under Khatian No. 171, under South Dum Dum Municipality, in the District 24 Parganas to Smt. Renuka Chakraborty.

(3)

AND WHEREAS after while seizing and possessing the said property the said Smt. ~~Reba~~ Chakraborty died intestate on 05.05.2004 leaving behind three sons namely ~~Sri~~ Ashok Kumar Chakraborty, Sri Alok Kumar Chakraborty, Sri Anup Chakraborty, and two daughters namely Smt. Reba Chakraborty, Smt. Gouri Bhattacharjee as his only legal heirs and successors to inherit the property left by her. Be it mentioned here her husband Anil Kumar Chakraborty died predeceased on 16.12.1997.

AND WHEREAS by virtue of inheritance the said Sri Ashok Kumar Chakraborty, Sri Alok Kumar Chakraborty, Sri Anup Chakraborty, Smt. Reba Chakraborty, Smt. Gouri Bhattacharjee jointly became the sole and absolute Owners of land measuring about 3 Cottahs 8 Chittacks more or less together with R.T. Shed Structure lying and situated at Mouza-Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, under Khatian No. 171, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 403, R.N. Guha Road, Kolkata - 700074, Premises No. 108, Ward No. 08, in the District 24 Parganas (North).

AND WHEREAS said Sri Asok Kumar Chakraborty alias Ashok Kumar Chakraborty, Smt. Reba Chakraborty, Smt. Gouri Bhattacharjee and Sri Alok Kumar Chakraborty Jointly by a Registered Deed of Gift dated 11.04.2019 which was duly registered at the office of A.R.A-IV, recorded in Book No. 1, Volume No. 1904-2019, Volume No. 178260 to 178297, Being No. 3826 for the year 2019 made Gifted and transferred their undivided $\frac{4}{5}$ th share of total land measuring an area of 3 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 300 Sq. ft. more or less i.e. land measuring about 2016 Sq. ft. more or less together with R.T. Shed structure measuring about 240 Sq. ft. more or less lying and situated at Mouza - Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, 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. 403, R.N. Guha Road, Kolkata - 700074, Premises No. 108, Ward No. 08, in the District 24 Parganas (North), in favour of their brother Sri Anup Chakraborty the owner herein.

(4)

AND WHEREAS after such Deed of Gift and by virtue of inheritance the said Sri ~~Anup Chakraborty~~ became the sole and absolute Owner of total land measuring an area of 3 Cottahs 8 Chittacks more or less as an absolute and indefeasible estate in the ~~the~~ simple free from all encumbrances whatsoever.

AND WHEREAS said Sri Anup Chakraborty the Owner herein is well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of total land measuring an area of 3 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 300 Sq. ft. more or less lying and situated at Mouza - Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No 88, 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. 403, R.N. Guha Road, Kolkata - 700074, Premises No. 108, Ward No. 08, morefully described in the schedule hereunder written and hereinafter called the said property.

AND WHEREAS Owner is desirous to develop his property and to construct a buildings on the said property but could not do it himself and the Developer knowing the intention of the Owner and approached the said Owner to authorize him to develop the said property and to construct a building on the said property to which the Owner agree.

As a consideration of the said property the Owner shall get One 2BHK Flat on the Second Floor, South Eastern Side, measuring Carpet area 650 Sq. ft. more or less and One 2BHK Flat on the Second Floor, North Western Side, measuring Carpet area 650 Sq. ft. more or less along with One Car parking space on the Ground Floor, measuring Carpet area 120 (8 X 15) Sq. ft. more or less and four flats (for existing four tenants) on the Ground Floor, each flat measuring about 150 Sq. ft. more or less hereinafter called the Owner's allotment.

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.

(5)

- 1.1 **OWNER** shall mean the above Owner/Landlord and his, executors, 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 3 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 300 Sq. ft. more or less lying and situated at Mouza - Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, 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, 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 Owner/landlords.
- 1.7 **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.

(6)

- 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 ' ALLOCATION** As a consideration of the said property the Owner shall get One 2BHK Flat on the Second Floor, South Eastern Side, measuring Carpet area 650 Sq. ft. more or less and One 2BHK Flat on the Second Floor, North Western Side, measuring Carpet area 650 Sq. ft. more or less along with One Car parking space on the Ground Floor, measuring Carpet area 120 (8 X15) Sq. ft. more or less and four flats (for existing four tenants) on the Ground Floor, each flat measuring about 150 Sq. ft. more or less 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 Owner 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.

(7)

- 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 RIGHT AND REPRESENTATIONS

- 3.1 That excepting the Owner nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- 3.2 The Owner 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 Owner 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 Owner undertake to execute the registered Development Power of Attorney in favour of the Developer and the land Owner will give the Developer all the powers required for the purpose of making such construction at his own risk and to negotiate for sale from Owner allocation and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for his 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 Owner 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 .
- 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 own allocated portions 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 Owner 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 Owner allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the Owner 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 Owner allocation .

ARTICLE - V : TIME

- 5.1 The Developer shall complete the said building within 36 months from the date of execution of this Agreement and time may be extended to 6 (Six) months under unavoidable circumstances on mutually discussion.
- 5.2 The plan will be submitted to the South Dum Dum Municipality within one month after shifting the landlord to other accommodation. The cost of the separate accommodation will be paid by the Developer till his possession to the proposed new flat. Shifting the landlord in suitable accommodation will be the sole responsibility of the Developer.

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

- 6.1 The Developer hereby undertake the responsibility to mutate the name of the Owner 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 in accordance with the sanctioned plan of his premises whichever is later and within this time the Developer shall give complete possession of the Owner', allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.
- 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 form 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 Owner shall get One 2BHK Flat on the Second Floor, South Eastern Side, measuring Carpet area 650 Sq. ft. more or less and One 2BHK Flat on the Second Floor, North Western Side, measuring Carpet area 650 Sq. ft. more or less along with One Car parking space on the Ground Floor, measuring Carpet area 120 (8 X15) Sq. ft. more or less and four flats (for existing four tenants) on the Ground Floor, each flat measuring about 150 Sq. ft. more or less hereinafter called the Owner's allocation.

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 Owner 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 transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the said property 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 Owner and this agreement it self shall be treated as consent of the Owner .

ARTICLE IX : PROCURE

- 9.1 The Owner 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 Owner 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 Owner .

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 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 six storied building in the locality in Owner hip basis or otherwise .
- 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 Owner 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 sanction of the building plan till hand over the possession within the stipulated period in favour of the Owner .
- 12.2 After completion of the total construction the Developer and the Owner including his 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 his 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 to keep the Owner 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 .
- 14.2 The Developer hereby undertake to keep the Owner 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 : OWNER' OBLIGATIONS :-

The Owner 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 Owner 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 Owner further gives undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility .

The Owner 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 Owner .

The Owner 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 Owner 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 Owner and/or his solicitors or advocate shall answer the requisition on title required by the developer prior to commencement of construction .

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 Owner . The developer shall take the refund of the same after the building is completed and the Owner shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded .

ARTICLE XVI : MISCELLANEOUS

15.1 The Owner 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 Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.

15.2 The Owner hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owner shall execute Development power of Attorney and/or authorization in favour of the Developer for the purpose.

15.3 The Developer and Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his consent to abide by the same .

(14)

- 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 the Developer and/or his transferee and the Owner and/or his transferee and his 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 his 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 taxes and/or other taxes before to execution of this Agreement will be paid by the 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 Owner will handover all documents related of the said property like as Parcha, Khajana, upto date payment of Municipal Tax Receipt and the same will be returned to the Owner at the time of giving possession of Owner allocation.
- 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 be before and binding upon the parties.

15.11 The Developer shall obtain completion certificate from the municipal authority at its own cost and initiative.

15.12 The Owner hereby undertake, if any disputes or any other title litigation arises in future regarding the schedule mentioned property, then the Owner shall bound to clear the same. And the Owner shall not to solve the title litigation and/or problem then the Owner shall have to pay entire demurrage charges to 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 meajure and shall be suspended from the obligations during the duration the force meajure.

16.2 Force Meajure shall mean flood, earth – quake, riot war, tempest civil commotion and /or any other acts or commission beyond the reasonable control of the Developer.

ARTICLE - XVIII: ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the obstruction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this Agreement the same shall be referred to the Arbitration into the parties agree to the case otherwise to two Arbitrators one be appointed by each by each of the parties in dispute and same be deemed to be reference within the meaning of Arbitration act. 1940 and/ or modification as a Cancellation Act. 1996 or any statutory modification there under force.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring an area of 3 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 300 Sq. ft. more or less lying and situated at Mouza – Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, 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. 403, R.N. Guha Road, Kolkata – 700074, Premises No. 108, 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 :-

ON THE NORTH : By other's Property, land of Dag No. 434, 435, 436, 437.
 ON THE SOUTH : By other's Property, land of Dag No. 445, 446, 449.
 ON THE EAST : By other's Property, land of Dag No. 442 & 443.
 ON THE WEST : By 20' ft wide R.N. Guha Road.

(Owner's Allocation)

As a consideration of the said property the Owner shall get One 2BHK Flat on the Second Floor, South Eastern Side, measuring Carpet area 650 Sq. ft. more or less and One 2BHK Flat on the Second Floor, North Western Side, measuring Carpet area 650 Sq. ft. more or less along with One Car parking space on the Ground Floor, measuring Carpet area 120 (8 X 15) Sq. ft. more or less and four flats (for existing four tenants) on the Ground Floor, each flat measuring about 150 Sq. ft. more or less hereinafter called the Owner's allocation.

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 Owner jointly shall settle the dispute.

(Developer's Allocation)

After fulfillment of the Owner'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.

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 .
3. **FLOORING** : All floor Marble .

4. **KITCHEN** : Marble flooring cooking platform with black stone and sink stainless steel and glazed tiles upto 4'-0" above cooking platform taps etc. complete with exhaust fan hole .
5. **TOILET** : Floor Marble with wall dado of Glazed tiles upto 6'-0" height with standard fittings and concealed plumbing system with 1/2" PVC pipes with PVC door.
6. **DOORS** : The all doors are flush door and frames will be good quality wood. (Main door collapsible).
7. **WINDOWS** : All windows are Aluminum sliding with grill and glass fittings.
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 5 Amp plug point.
9. **WALL PAINTING** : Interior wall finished with plaster of Paris and outside wall 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. Ashim Kumar Ghosh.
11/1, K.N.D. Lane,
KQ - 700030.

Anup Chakraborty

SIGNATURE OF THE OWNER

2. Samken Chugh
Bulhanian Col, 56

For OM SHANTI INFRACON

Pradyumn Singh

Partner

SIGNATURE OF THE DEVELOPER

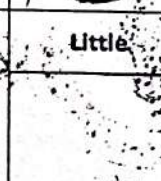
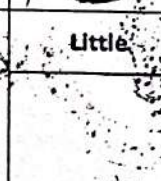
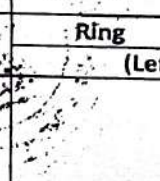
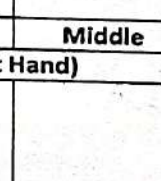
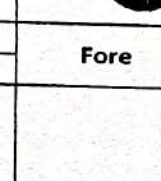
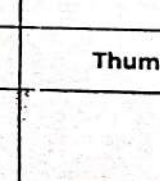
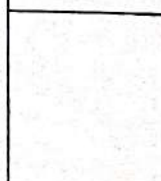
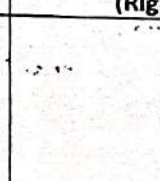
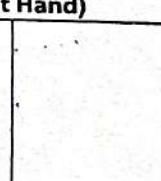
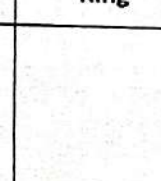
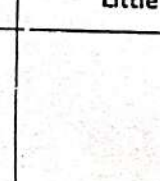
Drafted by :-

Satyajit Sahoo
(Advocate)

High Court, Calcutta

F-1039/1342/11

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
		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 1506-2019, Page from 342840 to 342868
being No 150607105 for the year 2019.



Digitally signed by SUMAN BASU
Date: 2019.08.09 11:32:18 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 09/08/2019 11:30:49
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)