the costs and expense to obtain sanctioned building plan from the conserning authority.

22. On completion of construction of the proposed building the Owner shall become entitled to exclusive use and occupation of the developed area comprised in the Land owner portion of the proposed building and the Developer shall put the Land owner in undisputed exclusive possession thereof.

23. The Owner herein shall handover the vacant possession of the said premises and existing building to the Developer within 1 (one) year from the date of execution of this agreement and the Developer shall demolish the existing old dwelling house and be entitled the breakages of the building materials.

24. The Developer shall pay Rs. 7,000/- (Rupees Seven thousand) only per month to the Owner for alternative accommodation from the date of taken possession of the said premises together with the existing old building till handover the Owner's Allocated portion of the proposed multi-storied building to be constructed at the said premises of the Owner described in the Schedule "A" hereunder written.

25. The Owner shall pay the upto date taxes and rents of the said property till handover possession of the said premises to the Developer herein.

26. *The Owner shall handover all original deeds, papers and tax bills to the Developer herein at the time of execution of this agreement.*

27. *That all the dispute which may arise at any time between the owner and the developer relating to the said construction on the said land for the construction of new building upto the disposal stage shall be met up amicably, failing which as per legitimate way such dispute shall be forwarded for orbitration as per Act 1996 and its up to date amendement and otherwise that Jurisdiction of Court shall pass necessary order in the instant dispute. The High Court at Kolkata and its subordinate Court in the District of South 24 Parganas at Alipore or any other Court specially empowered for the same.*

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT *piece and parcel of Bastu land measuring 03 Cottahs 09 Chittaks be the same a little more or less together with existing two storied old building thereon situated at Mouza - Kamdahari, J.L. No.49, comprised in R.S. Dag No. 800, under R.S. Khatian No. 74, appertaining to Touzi No. 14, R.S. No. 200, under*

P.S. - Regent Park now Bansdroni, A.D.S.R.O. Alipore, within the limits of Kolkata Municipal Corporation, being ***Premises No. 224, Boral Main Road****, Ward No. 111, District South 24 Parganas, is butted and bounded as follows :-*

On The North : Land of R.S. Dag No. 800 (P).

On The South : Boral Main Road.

On The East : Land of R.S. Dag No. 800(P).

On The West : Others land.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner allocation portion)

ALL THAT *50% out of Total F.A.R. including Ground Floor to be sanctioned by the Kolkata Municipal Corporation together with the proportionate share in the land and all other common facilities and amenities of the said proposed building to be constructed at the said premises described in the Schedule 'A' hereinabove written* ***AND*** *Rs. 8,00,000/- (Rupees Eight lacs) only shall be paid by the Developer at the time of execution of this agreement to the Owner which amount is non-refundable or non adjustable.*

THE SCHEDULE 'C'ABOVE REFERRED TO

(Developer' s Allocation)

ALL THAT the remaning portion i.e. 50% out of total F.A.R. including Ground Floor to be sanctioned by the Kolkata Municipal Corporation of the said proposed building (except Owner Allocated Portion as descbribed in the Schedule "B" hereinabove) to be constructed at the said Premises of the Owner described in the Schedule 'A' hereinabove TOGETHER WITH all other common facilities and amenities of the said building and of the said premises.

THE SCHEDULE "D" ABOVE REFERRED TO

(The Common portion)

1. Common parts, passages, driveways and main entrances to the premises and the building.

2. Common boundary walls and main gates.

3. Drainage and sewerage and all pipes and other installed for the same.

4. Electrical installations and its room and/ or motor room (if any) and electrical wiring and other fittings.

5. Stair cases, stair case landing and/or mid landings on all floors in the building.

6. Lobbies on all floors of the building except the floor.

7. Water pumps, water pump room, water reservoir, water tanks and all common plumbing installation for carriages of water.

8. Such other common parts, areas, equipments, installations, fittings, fixtures of the premises and the building as are necessary for passage to and/or user of the units in common by co-Owner.

THE SCHEDULE "E" ABOVE REFERRED TO

(The Common Expenses)

1. All costs of maintenance, operation, replacing, repairing white washing painting, decorating, redecorating, rebuilding, reconstruction, lighting the common portions in the building including their Owner walls.

2. All charges and deposit for supplies of common utilities to the co-Owner in common.

3. Municipal Corporation Tax, water tax and other levies in respect of the premises and the building have those separately assessed.

4. *Costs of formation and operation of the Association.*

5. *Costs of running maintenance, repair and replacement of Generator, transformer (if any) pumps and other common installations including their license fees, taxes and other levies (if any).*

6. *Electricity charges for the electrical energy consumed for the operation of the common services.*

8. *All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.*

7. *All other expenses, taxes, rates and other levies etc. as are deemed by Developer to be necessary or incidental or liable to be paid by the co-Owner in common including such account as be fixed for creating a fund for replacement, renovation, painting and/or partition repairing of the common portions.*

SPECIFICATION OF CONSTRUCTION

1. **FOUNDATION**

The Building is designed on RCC footing and frame overland by single layer brick flat soling over a sand filled bed.

2. **WALLS**

Outer wall is 8" and inner wall is 5" and 3" (with net).

3. **WALL FINISH**

Inside walls and ceilings will be plastered with cement sand motor coated with plaster of paris. Outside walls will be plastered with cement sand.

4. **FLOORING**

Bed rooms, dining, living and bath room of marble finish, Kitchen of victrified tiles.

5. **ROOF TREATMENT**

Special roof treatment with chemical water proofing compound proper arrangement will be made for drainage of rain water 1" thick CC with neat cement polish.

6. **DOORS**

All doors frames shall be of timber with one coat wood primer. Main entrance door shall be wooden (Tick) made by first class seasoned. Other Flush doors type with 25 mm. Thick Indian hot pressed commercial ply with colouring and PVC of bathroom.

7. **WINDOWS**

All the windows shall be in M.S. Sections with integrated Grill. Alluminium Shutter windows with 4 mm. Thick Glass panels.

8. **SANITARY AND PLUMBING**

All the soil pipe shall be SW pipe **100 mm** dia and waste water pipes shall be PVC and **100 mm.** dia Pipes. All the water supply pipes shall be **PVC pipe** only gizer line shall be Gl pipe.

9. **KITCHEN**

3' high coloured glazed tiles over cooking platform including one steel sink, one tapes, one direct water line tap, drain boar and other fittings will be provided in Kitchen, cooking platform will be made by black stone

10. **TOILET & BATH**

(i) Toilets shall be 6'-6" high coloured glazed tiles from floor on all sides, with Marble floor. Indian Commode with PVC low down cistern,

11. **ELECTRIFICATION**

All the internal wirings shall be concealed in PVC hard conduct, all wires shall be of copper all switch boards of bakelite flush with walls with acrylic cover. Provisions of light points are given below.

(i) **BED ROOMS** -

(a) Double Bracket light point - 1

(b) Ceiling fan point - 1

(c) Fluorescent tube point - 1

(d) 5 amp. 5 pin plug - 1

(ii) DINNING CUM DRAWING

(a) Double Bracket light point - 1

(b) Ceiling fan point - 1

(c) Fluorescent tube point - 1

(d) 5 amp. 5 pin plug - 1

(ii) KITCHEN

(a) Light point 1

(b) Exhaust Fan point- 1

(c) 15 amp 6 pin Plug point - 1 .

(iii) TOILET -

(a) Light point - 1

(b) 15 amp. 6 pin plug point - 1

(c) Gizer Point-1

(iv) VERANDAH & BALCONY

(a) Light point 1

IN WITNESS WHEREOF *the Parties hereto have set and subscribed their hands and seal on the day, month and year first above written.*

SIGNED, SEALED AND DELIVERED BY THE LAND OWNER AND DEVELOPER HERETO *in presence of : -*

WITNESSES :

1. Pantitpos
Garia-Boral Main Road
Kolkata-700084.

2. Ashok Sarkar
1 Charakpalar
Baral
Kol - 154

Anjana Das (Samajder)
SIGNATURE OF THE OWNER

Pradip Sarkar
SIGNATURE OF THE DEVELOPER

Drafted by me :

Goutam Mukhopadhyay
Advocate,
Alipore Police Court,
Kolkata - 700 027. WB-291/96.

Computer Printed at :
RAMTHAKUR COMPUTER & XEROX,
Alipore Police Court,
Kolkata- 700 027.
By : Mannalal Biswas

MEMO OF CONSIDERATION

RECEIVED *the within mentioned sum of* **Rs.8,00,000/- (Rupees Eight Lac) only** *from the within named* **DEVELOPER** *as per following manner :*

by cash *Rs. 8,00,000/-*

Total Rs. 8,00,000/-

(Rupees Eight Lac) only

WITNESSES :

1. Ramjit Das

2. Ashok Sarkar

Anjana Das (Samajder)

SIGNATURE OF THE OWNER

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 569 to 601
being No 03285 for the year 2015.

Seal of the Additional District Sub-Registrar, Alipore, South 24 Parganas

(Arnab Basu) 11-May-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal