

share. The prospective buyers shall pay their proportionate share of the said rates from the date of possession and / or registration whichever is earlier to the Developer herein with proper receipt.

21. As and from the date of service of notice of possession of the Owners' Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Second Party its nominee, assignee or prospective buyers the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owners' Allocation, such charges are to include proportionate share of premises for the insurance of the building, water, fire and scavenging charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways parkways and other facilities whatsoever as may be mutually agreed from time to time.

22. The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said building.

23. The Developer herein shall demolish the existing structure at its own cost and the materials of the said demolished building shall be taken by the Developer.

24. The Owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership

between the Developer and the Owners or as a joint Venture between the parties hereto constituted as Association of persons.

25. It's understood that from time to time to facilities the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owners doth hereby undertake further that they will do all such acts, deeds, matters and things and shall execute any such additional Power of Attorney and / or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign, execute all such additional development agreement, applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or go against the spirit of the presents.

26. In the event of the owners committing breach of any of the terms and conditions herein contained or making willful delay in allowing the Developer to develop the said premises as hereinbefore stated, the Developer shall be entitled to get payments for damages and compensation from the owners and the owners shall be liable to pay such losses and compensation as shall be determined by the Arbitrator provided however if such delay shall continue for a period of 6(six) months then in that event in addition to any other right which the developer shall be entitled to sue the owners

for specific performance of this Agreement or to rescind or cancel this agreement and claim refund of all the moneys paid and spent by the Developer for employing its obligations under these Agreement and also such losses and damages which the developer may suffer and / or incur for entering into this Agreement.

27. The construction of the proposed building should be certified by the Structural Engineer in question of fitness of the proposed building.

28. That two separate Garages on the Ground Floor measuring about 150 Sq.ft. super built up area each along with proportionate share of stair case landing, roof, lift, lift room, entrances to and exists from the said building and main gate, water, sewerage, proper drainage and outlet to the building electrical wiring, Pump, motor, pipes and all apparatus and installations, underground and overhead water reservoir and other common parts, areas, equipments, fixtures fittings and space area. The staircase area shall be distributed proportionate with the flat area of the each floor.

29. The Developer has every right to amalgamate the Schedule mentioned property with adjacent plot of land.

30. The owners hereby covenants with the developer that the legal heirs of both the parties are bound to abide by the terms and conditions of this development agreement.

- COMMON RESTRICTION-

The Owners' Allocation in the proposed building be subjected to the same restrictions and use as are applicable to the Second Parties allocation in the building intended for common benefits of all occupiers of the building which shall including the following :-

1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the occupants in this behalf.
3. Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory bodies and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.
4. The said properties have not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax.
5. The Owners shall answer the requisition on title within one week from the date of the receipt of the said requisition on title from the Advocate or Solicitors for the Second Party as and when required.
6. The Second Party hereby agrees and covenants with the Owners to complete the construction of the building within 30 (thirty) months from the date of Sanctioned Building Plan.
7. The Developer and the Owners doth hereby agrees that in case of any unforeseen happenings such as non-availability of basic raw materials for the construction

work, non-availability to masons and laborers, strikes local and national disturbances, riots, natural calamities like flood, earthquakes, etc and for any other such types of reasons which are not under the control of the Developer herein, the period of 30 (thirty) months within which the construction work is to be completed may be extended such further period of 6 (six) months.

8. Immediately upon the Second Party obtaining possession of the said land and building plan the Second Party shall be entitled to start construction of the said building at the said premises and the First Party shall not prevent the Second Party from making construction of the proposed multi-storied building and completion thereof.
9. The Developer herein shall have every right to amalgamated the said plot to any other plot or plots for construction of the proposed building in that case the Owners shall have right to create any objection.
10. The name of the building shall be given by the Second Party in the due course in its absolute discretion and the Owners will not raise any objection thereof.
11. That in case variation arise to the measurement of the said areas in that event Owners and / or Developer shall pay / get the price on marketable rate per Sq.ft. of such variation.
12. It is made clear that the Owners and developer shall have no right to construct another floor on the top floor of the proposed building after it's construction and the said top roof shall be used by the Co-owners of the said building commonly.

SCHEDULE- A

(Description of Property)

ALL THAT piece and parcel of land measuring an area of 07 Cottahs 05 Chittacks more or less along with 300 sq. ft R.T. Shed thereon, which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality being Municipal Holding No. 58/25, H. K. Sarkar Road under Ward No. 12 under P. S. Titagarh within the jurisdiction of A.D.S.R. – Barrackpore in the District North 24-Parganas and the said property is butted and bounded by:

ON THE NORTH : By H.K. Sarkar Road. (20-0' ft wide).

ON THE SOUTH : By Land of Owner.

ON THE EAST : By Part of Dag No. 7276.

ON THE WEST : By Tustho Kala & others.

SCHEDULE -"B"
(Owner's Allocation)

The Land Owners' will be entitled to get as follows :-

a) The owners will get:-

- i) Owners will get One Garage on the Ground floor back side measuring super built up area of 180 Sq. ft. more or less.

b) The land owners namely:-

- i) Smt. Ava Koley will get Rs. 20,00,000/- (Rupees Twenty Lakhs) only.
ii) Sri Debasish Koley will get Rs. 20,00,000/- (Rupees Twenty Lakhs) only.
iii) Sri Joydeb Koley @ Joydeb Kr Koley will get Rs. 40,00,000/- (Rupees Fourty Lakhs) only.

That is the total amount of Rs. 80,00,000/- (Rupees Eighty lakhs) only the owners will get against the owners' Allocation and the same would be paid by the Developer to the Owners in the manner as follows in the ratio of 25:25:50 respectively:-

- | | |
|--|-----------------|
| i) At the time of execution of this Agreement | Rs. 1,00,000/- |
| ii) After one month from the Building Sanction Plan | Rs. 12,00,000/- |
| iii) After Six month from the Building Sanction Plan | Rs. 12,00,000/- |
| iv) After Twelve month from the Building Sanction Plan | Rs. 12,00,000/- |
| v) After Eighteen month from the Building Sanction Plan | Rs. 12,00,000/- |
| vi) After twenty four month from the Building Sanction Plan | Rs. 12,00,000/- |
| vii) Last & final Payment thirty month from the Building Sanction Plan | Rs. 19,00,000/- |

Ava Koley,
Debasish Koley

Joydeb Koley @ Joydeb Kumar Koley

SCHEDULE - "C"
(Developer Allocation)

The developer will be provided entire flats/garage/shop/apartment and all parts and portions of the proposed multistoried building and the said land fully described in the first schedule Together With undivided proportionate share of the land and common areas and facilities save and except the land owners allocation as mention in the Schedule B above referred.

SCHEDULE - "D"
(Type of Construction and Specification)

Foundation	: RCC formed structure with anti-termite treatment in foundation, cement used: Ambuja.
Brick Work	: Outside 8" wall, common wall 5" and flat inside wall 3".
Doors & Hardware	: Quality wooden frames of Shal with main door of Gamari wood with eye hole and all inside doors are flash door with primar.
Internal Wall	: Inside Putty
Common Area	: All common areas are showshame
Outside Wall	: Colour
Building Outside	: Ground Net / Cemented Plaster
Staircase & Passage	: Marble and passage K.G. Marble
Roof Treatment	: Half Polish
Windows	: Aluminum sliding windows with clear glass and grill with primar
Flooring	: Marble (Maroyare 2ft X 2ft) in bed rooms/ living / dining. Marble in Kitchen and toilet also.
Kitchen Counter	: Black stone and green polish with stainless steel sink. Wall tiles upto 2.5 feet height above counter.
Dining	: One basin in living and dining.
Balcony	: With half grill.
Toilets	: Hot and Cold water lines with C. P. V. C. pipes and

- tiles up to 5.5 ft. and both toilet with white commod and 4 ft. by 4ft. banker in common toilets.
- Water Points** :
- a) 4 points on Common toilet
 - a) 3 points on attached toilet,
 - b) 2 points on Kitchen,
 - c) 1 point on Balcony,
 - d) 1 point on living cum dining room
- All taps will be Desons Brand*
- Elevator** : Passenger lift (4 Heads).
- Electrical** :
- a) Concealed copper wiring with standard switches.
 - b) TV, Telephone point & Washing Machine Point in living cum dining room.
 - c) Two light points, one fan point, one 5AMP point in each bed room.
 - d) One 15 AMP geyser point in common toilet.
 - e) Exhaust fan and one 5 AMP point in attached toilet.
 - f) One 15 AMP & one 5 AMP point and exhaust fan point in Kitchen
 - g) One A. C. Point in master bed room
 - h) Modern MCB Box.
 - i) One 5 AMP point at Balcony
 - j) One Light Point and Calling Bell point outside of the main door.
- Water supply** : Under Ground and over head storage tanks of suitable capacity. Bore well will be available as on auxiliary water supply.
- Drainage** : Waste water outlet to be connected with Municipality drainage system.
- Landscape** : Professionally designed.
- Facilities** : Common toilets for staff and security on the Ground Floor.
- Parking space** : Two wheeler parking space on the back side of the building with tin shaded roof and grill structure.

Any extra work: addition or alteration in the flat other than our standard specification shall be done subject to the approval of the supervising Engineer. The requisite extra cost shall be borne by the purchaser and such cost shall be deposited to the Developer before the execution of work.

W.B.S.E.B / CESC power supply will be provided upto meter board but security money and meter cost to be borne by the purchaser. For setting up the transformer for such work if required by the requisition of W.B.S.E.B / CESC cost and expenses will be borne by Second Party (Developer).

SCHEDULE - "E"
(Specification of Common Use Items And Area)

COMMON PORTIONS AS ARE COMMON BETWEEN THE CO-OWNERS OF THE PREMISES:

1. The foundation columns, girders, beams, supports main walls, stair case landing, roof, lift, lift room, entrances to and exists from the said building and main gate.
2. Installation of common services such as water, sewerage, proper drainage and outlet to the building electrical wiring
3. Light arrangements at the main gate, passages, stair case, staircase landings, etc. of the Building.
4. Pump, motor, pipes and all apparatus and installations in the building for common use,
5. Underground and overhead water reservoir.
6. Such other common parts, areas, equipments, fixtures fittings and space in or about the building as are necessary for passage to or uses and occupancy of the units in common.

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

SIGNED, SEALED AND DELIVERED

in presence of:

WITNESSES:

1. *Omar Farooq Chaudhary*

2. *Asim K. Datta,*
Palki, P.S. - Titagarh

1. *Ava Koley,*
2. *Debasish Koley*
3. *Jydeb Koley @ Jydeb Kumar Koley*

SIGNATURE OF THE OWNERS

S. S. ENTERPRISE
Savitri Das
Partner

S. S. ENTERPRISE
Suboran Mondal
Partner

SIGNATURE OF THE DEVELOPER

MEMO OF RECEIPT

RECEIVED a sum of Rs. 1,00,000/- (Rupees One Lacs) only in cash from the Developer as earnest/advance money herein in terms of this agreement as per memo below.

MEMO OF CONSIDERATION

By Cheque No- 008380, Dena Bank, Branch Bkp, Rs. 50,000/-

By Cheque No- 008381, Dena Bank, Branch Bkp, Rs. 50,000/-

(Rupees One Lakhs only)

Total Rs.1,00,000/-

WITNESSES:

1. *Omar Farooq Chaudhary*

2. *Bhrajit Koley*
Kalyana, Banachipore

Ava Koley,
Debasish Koley
Jydeb Koley @ Jydeb Kumar Koley

SIGNATURE OF THE OWNERS

Drafted by me :

Anshul Kumar Mukherjee
having licence, I
under A. D. S. K. Office,
Bokpara

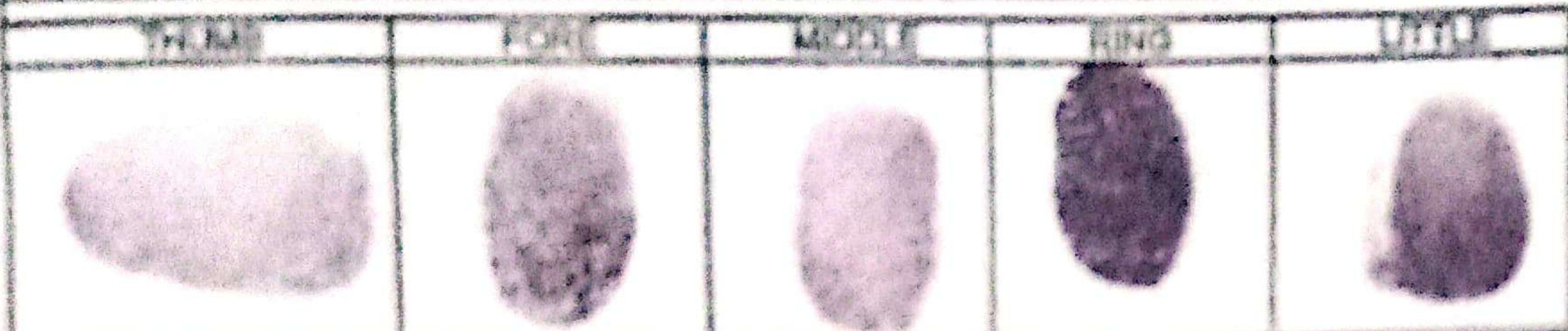
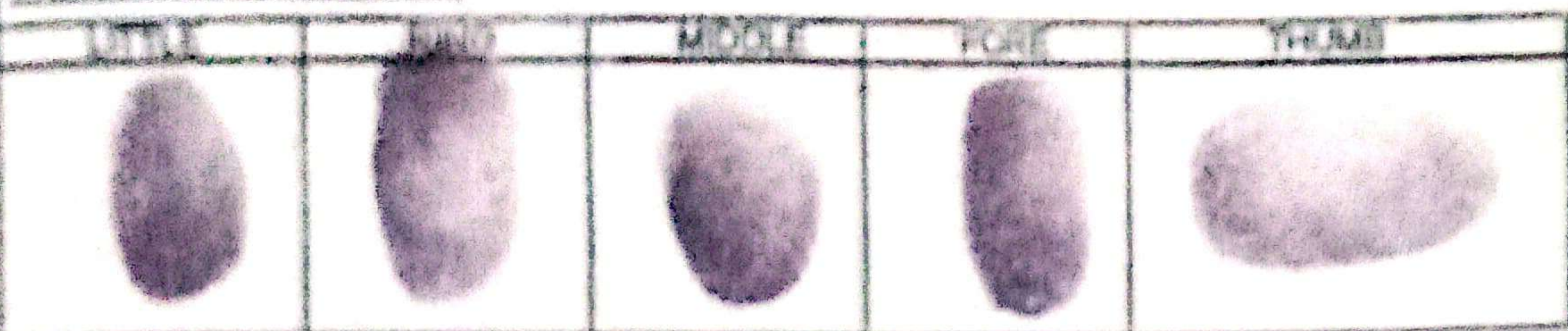
DISTRICT NORTH 24 PARGANAS

OFFICE OF THE A.D.S. (P.) / NAHATI / D.S.P. BARASAT / COCHPORE, DUMDUM / P.A. KOLKATA

IDENTIFICATION

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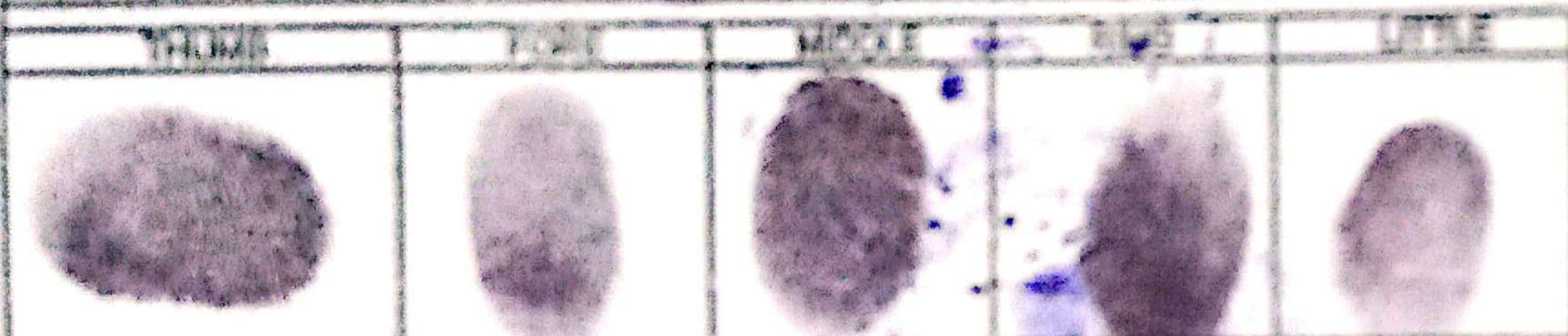


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SIGNATURE *Salil Biswas*

LEFT HAND FINGER PRINT

NAME SUBARAN MONDAL

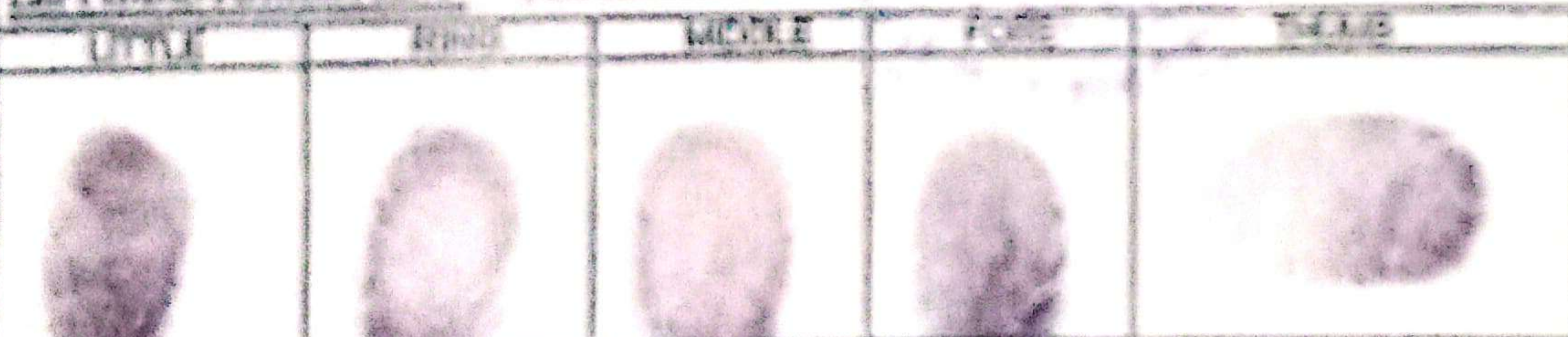


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NAME AYA KOLEY

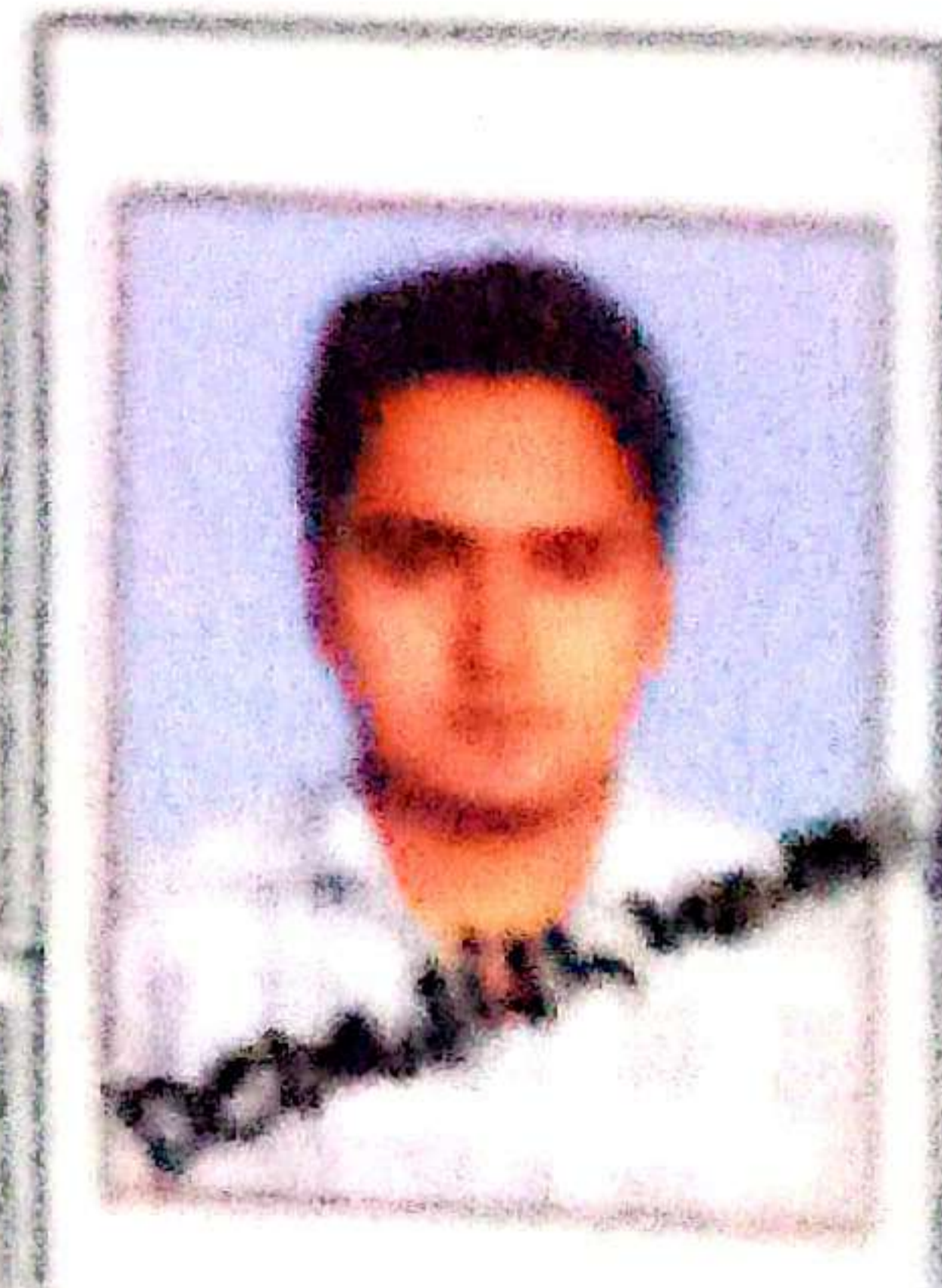
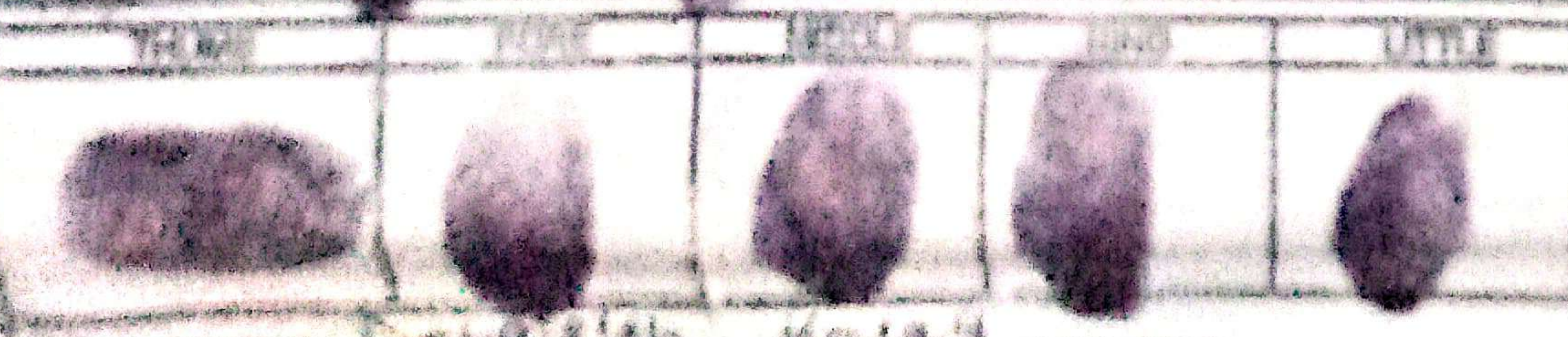


RIGHT HAND FINGER PRINT

SIGNATURE *Aya Koley*

LEFT HAND FINGER PRINT

NAME DEBASISH KOLAY



RIGHT HAND FINGER PRINT

SIGNATURE *Debasish Kolay*

DISTRICT NORTH 24 PARGANAS

** OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAHATI / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. KOLKATA

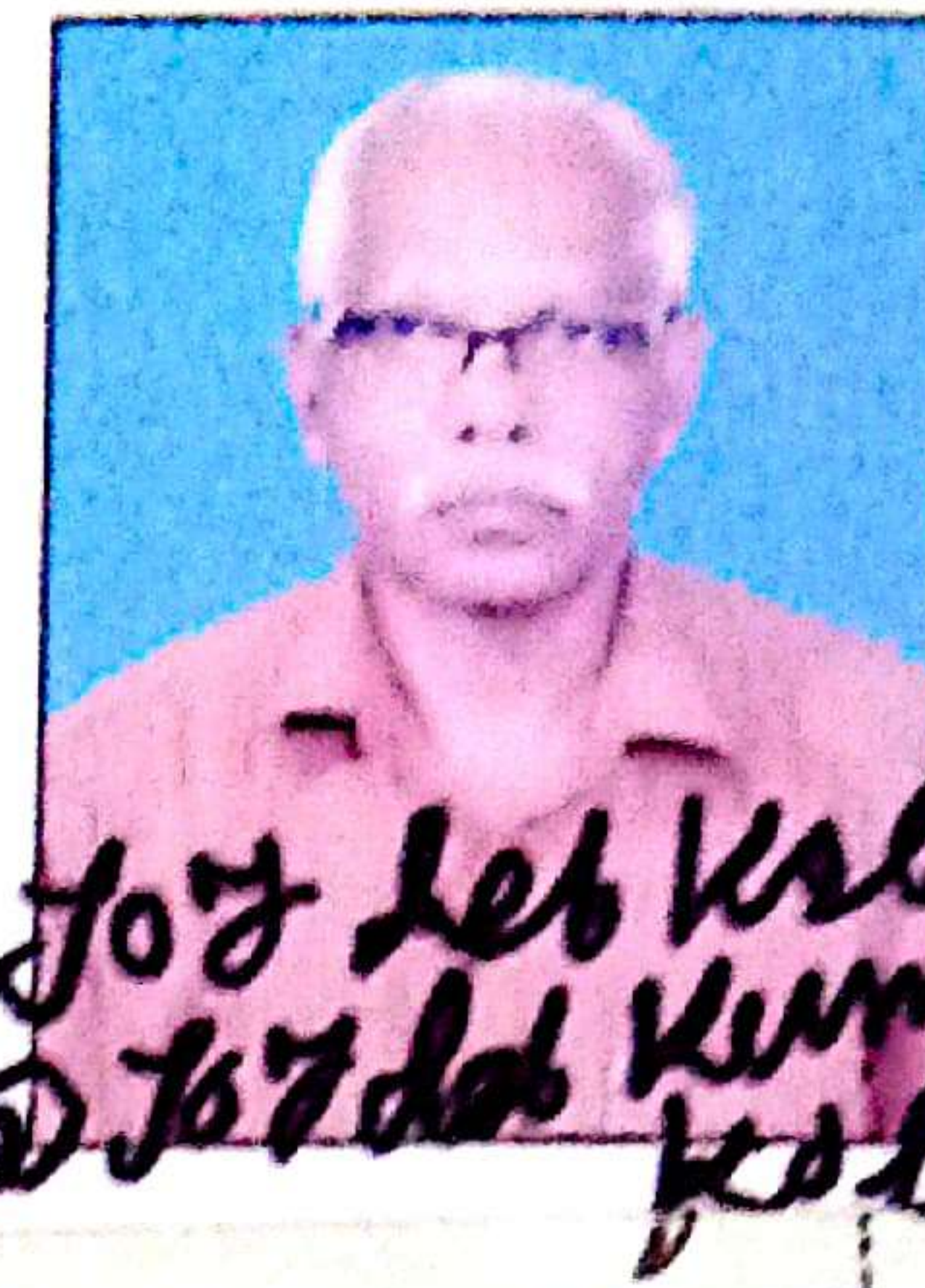
STATUS : PRESENTANT

LEFT HAND FINGER PRINT NAME JOYDEB KUMAR KOLEY

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THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE Joydeb Koley @ Joydeb Kumar Koley



*Joydeb Koley
@ Joydeb Kumar Koley*

RIGHT HAND FINGER PRINT

LEFT HAND FINGER PRINT NAME

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SIGNATURE

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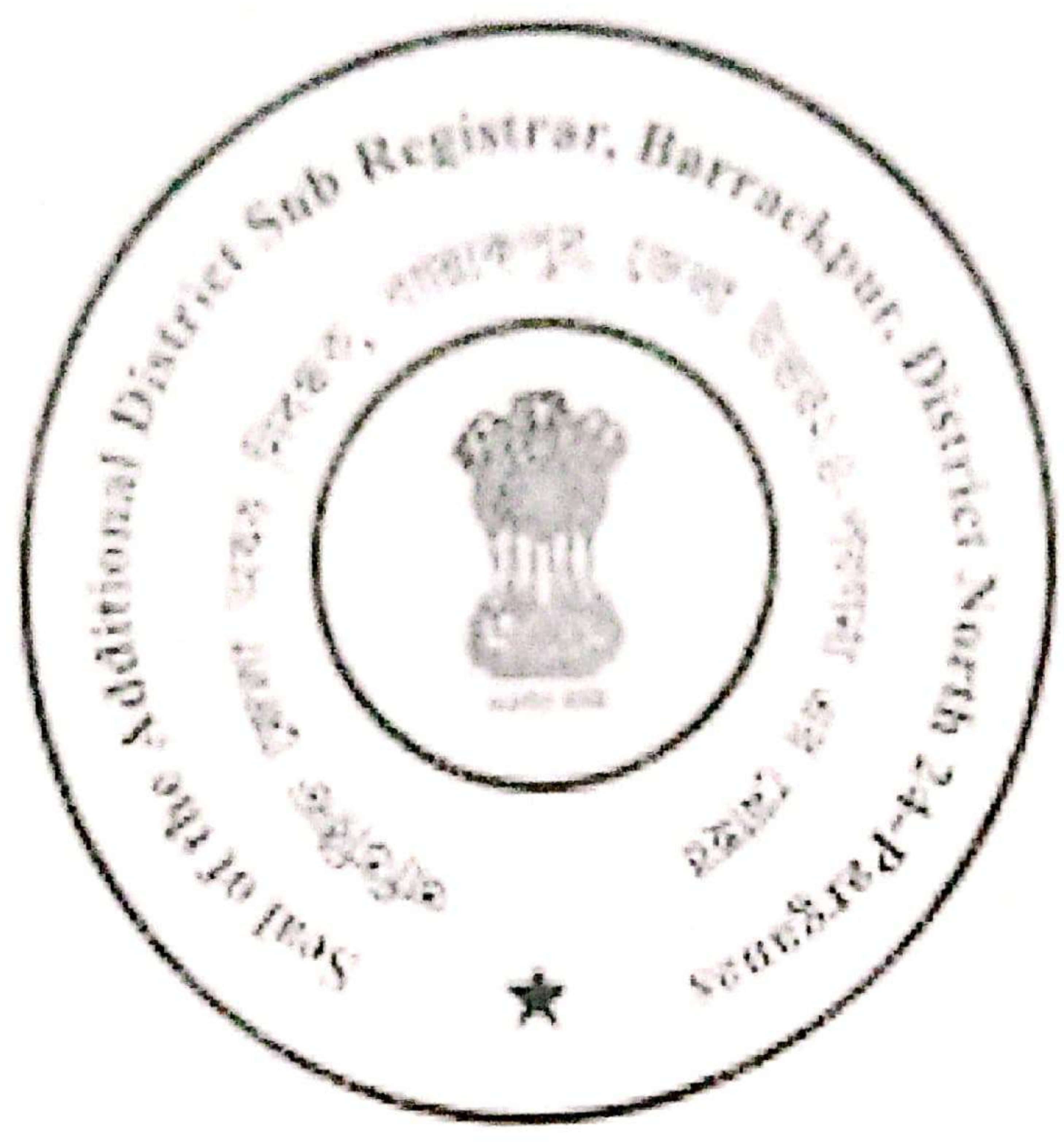
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1505-2020, Page from 81506 to 81552

being No 150502444 for the year 2020.



Digitally signed by ASIS KUMAR DUTTA
Date: 2020.08.24 16:42:26 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2020/08/24 04:42:26 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)