

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 about 10 Satak 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 (Land measuring about 09 Satak) & C.S Dag No. 727 Corresponding to R.S Dag No. 7281 under R.S. Khatian No. 888 (Land measuring about 01 Satak) within the local limits of Barrackpore Municipality being Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 under P. S. Titagarh in the District North 24-Parganas and the said property is butted and bounded by:

ON THE NORTH : Land of Mr. Koley.

ON THE SOUTH : Vacant Land.

ON THE EAST : Pond.

ON THE WEST : Others Land.

SCHEDULE -"B"
(Owner's Allocation)

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

1) The land owners will get two flats that is:-

- a) One self contained residential flat measuring about 1000 Sft. Super built up area more or less on the Third floor, Back side (as per Developer choice).
- b) One self contained residential flat measuring about 1000 Sft. Super built up area more or less on the Second floor, Front side (as per Developer choice).
- c) One garage on the Ground floor front side measuring super built up area of 180 Sq. ft. more or less.

2) An amount of Rs. 75,00,000/- (Rupees Seventy Five lakhs) only against the owners' Allocation and the same would be paid by the Developer to the Owners after Plan Sanctioned from Barrackpore Municipality in the manner as follows:-

- | | |
|---|-----------------------|
| i) At the time of execution of this Agreement | Rs. <u>1,00,000/-</u> |
| ii) After one month from the execution of this agreement | Rs. 24,00,000/- |
| iii) After Eighteen month from the execution of this agreement | Rs. 10,00,000/- |
| iv) After Twenty four month from the execution of this agreement | Rs. 10,00,000/- |
| v) After Thirty month from the execution of this agreement | Rs. 10,00,000/- |
| vi) After Thirty Six from the execution of this agreement | Rs. 10,00,000/- |
| vii) Last & final Payment after Forty two months from the execution of this agreement during possession of flats & Garages | Rs. 10,00,000/- |

Debashish Koley
Anu 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
- b) 3 points on attached toilet,
- c) 2 points on Kitchen,
- d) 1 point on Balcony,
- e) 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 Vendors.

SCHEDULE - "D"

(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. Asim K. Dutta.
Palla, P.S. Titagarh
2. Kamal Biswas
Barrackpore
KO-700121

- ✓ 1. Ara Koley.
- ✓ 2. Debasish Koley

SIGNATURE OF THE OWNERS

S. S. ENTERPRISE

S. S. ENTERPRISE

Sahibul Islam Suborol Mondol

Partner

SIGNATURE OF THE DEVELOPER

MEMO OF RECEIPT

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

MEMO OF CONSIDERATION

By Cash:-

Rs. 1,00,000/-

(Rupees One Lakh only)

WITNESSES:

1. Omar Faroque Chowdhury ✓ 1. Ara Koley.

2. Binoyit Koley
Kolypara, Barrackpore ✓ 2. Debasish Koley

SIGNATURE OF THE OWNERS

Drafted by me :






Sanjiv Kumar Mukherjee
Having Licence No. 9
Under A. D. S. R. Office.
Barrackpore,

DISTRICT NORTH 24 PARGANAS

" OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAIHATI / D.S.R. BAKASAT / COSSIPORE, DUMDUM / R.A. KOLKATA

STATUS : PRESENTANT

LEFT HAND FINGER PRINT NAME SALIL DASWAS

LITTLE	RING	MIDDLE	FORE	THUMB
				



RIGHT HAND FINGER PRINT

THUMB	FORE	MIDDLE	RING	LITTLE
				






SIGNATURE Salil Daswas

LEFT HAND FINGER PRINT NAME SUBARAN MONDAL

LITTLE	RING	MIDDLE	FORE	THUMB
				








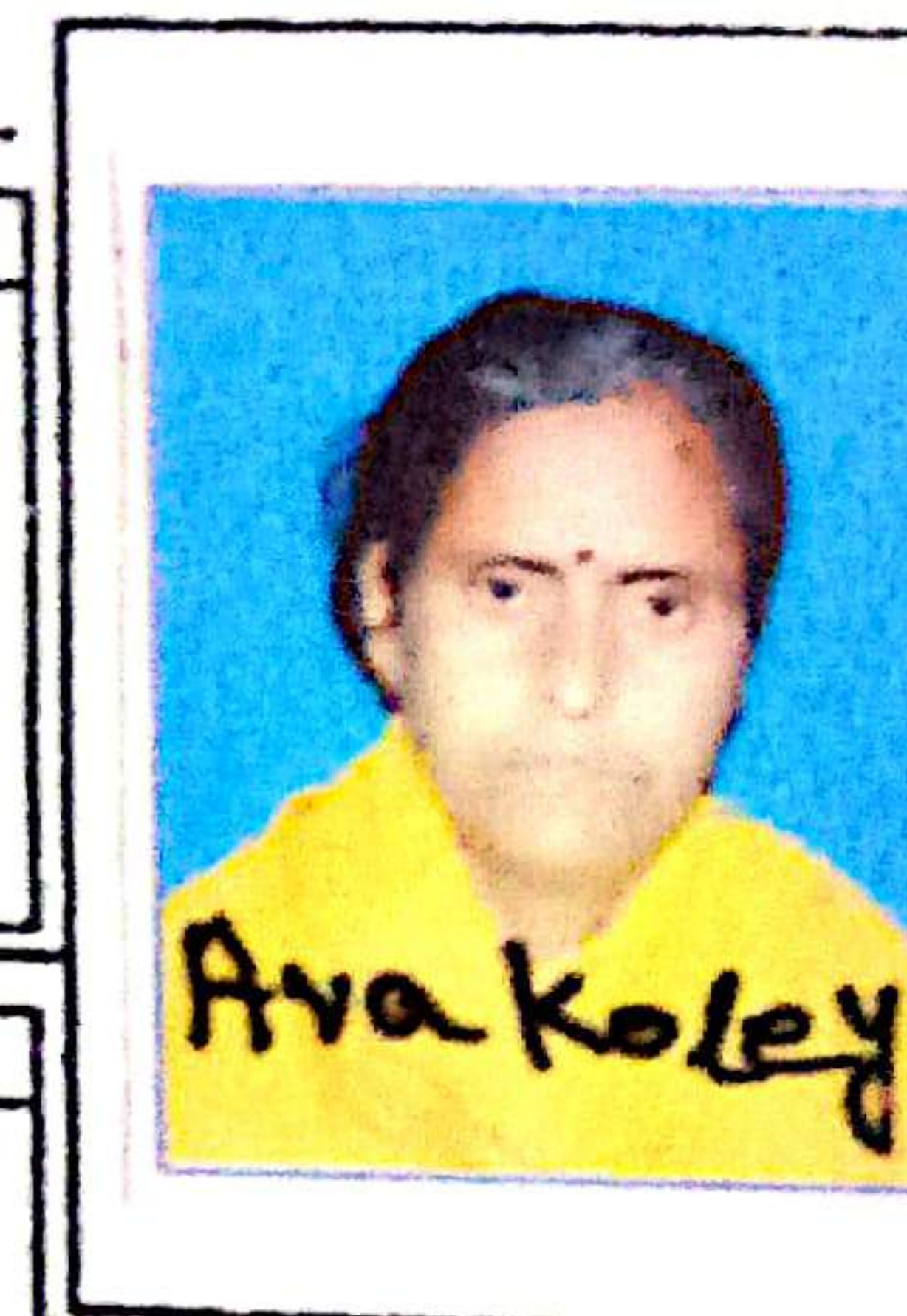
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SIGNATURE Subaran Mondal

LEFT HAND FINGER PRINT NAME Ava Koley

LITTLE	RING	MIDDLE	FORE	THUMB
				








RIGHT HAND FINGER PRINT

THUMB	FORE	MIDDLE	RING	LITTLE
				





SIGNATURE Ava Koley

LEFT HAND FINGER PRINT NAME Debasish Koley

LITTLE	RING	MIDDLE	FORE	THUMB
				



RIGHT HAND FINGER PRINT

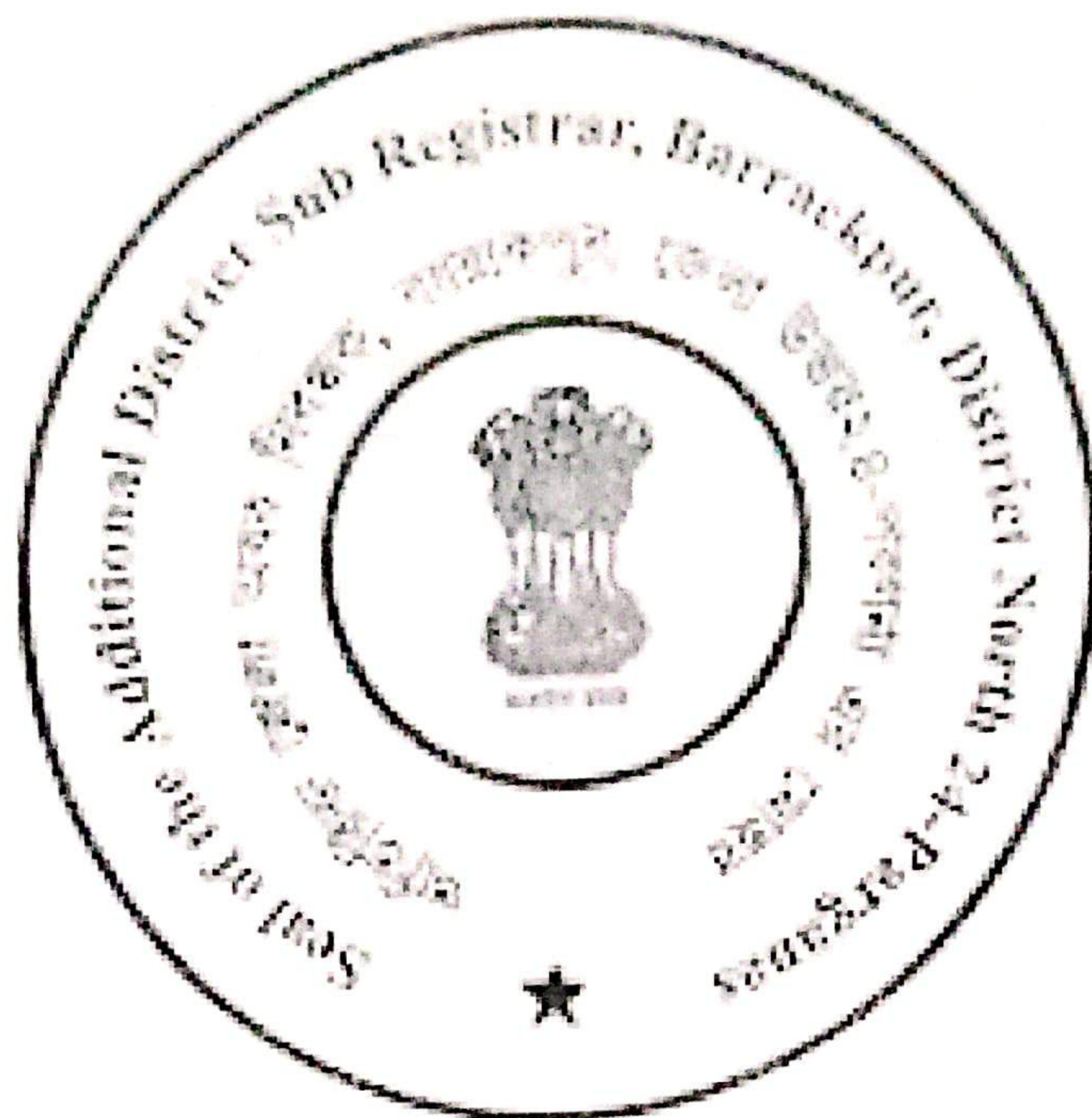
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SIGNATURE Debasish Koley

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1505-2020, Page from 81865 to 81906
being No 150502445 for the year 2020.



Digitally signed by ASIS KUMAR DUTTA
Date: 2020.08.25 15:12:56 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2020/08/25 03:12:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)