

NM/AGREE/22354

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this **20th** day of **NOVEMBER** Two Thousand and Eighteen **BETWEEN MR. BHASKAR PRASAD GUHA** son of Late Birendra Prasad Guha, having Income Tax Permanent Account No. (PAN) **"ADNPG3401H"**, by faith – Hindu, by Occupation – Business, residing at 4no; Aswini Dutta Road, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the **OWNER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **ONE PART**.

AND

D.S. CONSTRUCTION proprietorship firm, having its office at 17/C, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, in the District of North-24-Parganas, represented by its Proprietor **MR. SIBIR ROY** son of Late Prabir Kumar Roy, having Income Tax Permanent Account No. (PAN) "**ACRPR4815M**", by faith – Hindu, by Occupation – Business, residing at 237, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

WHEREAS by a Deed of Conveyance dated 02.01.1953, registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Being No. 19 for the year 1953, Mst. Subrun Bibi, sold, transferred and conveyed to Anima Guha, ALL THAT piece or parcel of land measuring an area 07.44 Satak comprised in C.S. Dag No. 2155, and an area 10.75 Satak comprised in C.S. Dag No. 2156, and an area 15.63 Satak comprised in C.S. Dag No. 2157, being total area 33.82 Satak under C.S. Khatian No. 170, at Mouza – Satagachi, Police Station – Dum Dum, in the District of 24-Parganas, morefully and particularly described in the schedule thereunder written.

AND WHEREAS Smt. Anima Guha executed and registered a Deed of Trust on 11.07.1967, registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. I 87, Pages 132 to 137, Being No. 6080 for the year 1967, whereby she gave and bequeath the schedule land to her son Bhaskar Prasad Guha (minor) with some terms and conditions seth-forth therein.

AND WHEREAS by an Indenture dated 17.12.1975 registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 183, Pages 170 to 174, Being No. 1048 for the year 1975, Smt. Anima Guha with other trustees of the Deed of Trust dated 11.07.1967 transferred the scheduled land exclusively to Sri Bhaskar Prasad Guha.

AND WHEREAS in terms of the Deed of Trust Being No. 6080 for the year 1967 and an Indenture Being No. 1048 for the year 1975 Sri Bhaskar Prasad Guha became entitled to the land measuring an area 33.82 Satak comprised in C.S. Dag No. 2155, 2156, 2157, R.S. Dag No. 5748, 5749, 5750, L.R. Dag No. 5746, 5747, 5748, under C.S. Khatian No. 170, R.S. Khatian No. 175, L.R. Khatian No. 6556 (in the name of Anima Guha).

AND WHEREAS Sri Bhaskar Prasad Guha, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.32 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.41 Satak equivalent to 20 Cottahs 02 Chittaks 29 Sq.ft;** under C.S. Khatian No. **170**, R.S. Khatian No. **175**, L.R. Khatian No. **6556** (in the name of Anima Guha), at Mouza – Satgachi, Holding No. 4 no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas.

AND WHEREAS Sri Bhaskar Prasad Guha after obtaining the said property duly mutated his name in the records of B.L. & L.R.O. in respect of land measuring an area **06.94 Satak** comprised in L.R. Dag No. **5746** and an area **11.29 Satak** comprised in L.R. Dag No. **5747** and an area **15.15 Satak** comprised in L.R. Dag No. **5748** under L.R. Khatian No. **7330**, at Mouza – Satgachi, Holding No. 4 no;

Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas, be it noted that the nature of land in L.R. Dag No. 5746 and 5747 has converted in to BASTU Land from the Office of the Addl. District Magistrate and District Land & Land Reforms Office on 24.04.2017 vide memo no. **1105(B)/DL & L.R.O./2017** is well seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land free from all encumbrances.

AND WHEREAS the owner has approached the developer to undertake the development of the aforesaid land, to which the developer has agreed on the following terms and conditions.

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

ARTICLE – I, DEFINITIONS

1. OWNER : shall mean the said Sri Bhaskar Prasad Guha and his heirs, legal representatives, executors, administrators and assigns.
2. DEVELOPER : shall mean **D.S. CONSTRUCTION** and its successor or successors and assigns.
3. PREMISES : shall mean Holding No. 4no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.29 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.38 Satak equivalent to 20 Cottahs 02 Chittaks**; under

C.S. Khatian No. **170**, R.S. Khatian No. **175**, L.R. Khatian No. **7330**, at Mouza – Satgachi, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas more fully and particularly described in the schedule hereunder written.

4. BUILDING : shall mean the G+5 storied building to be constructed at the said premises in accordance with plan to be sanctioned by the appropriate authorities.

5. COMMON FACILITIES AND AMENITIES : shall mean lift, corridors, stairways, passage ways, provided by the developer, pump room, tube well, overhead tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building.

6. SALEABLE : space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required.

7. OWNERS' ALLOCATION : shall mean 50% of the total constructed area as per sanction plan of South Dum Dum Municipality as per Site Plan No. 196 dated 01.09.2017 and Sanction Plan No. 985 dated 12.06.2018 with undivided proportionate right, title, interest, in the land, lift in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

The Flat will be allocated in the manner as follows :-

- (a) 50% area of Flats (to be Horizontally demarcated East to West direction) on the GROUND Floor.
- (b) Flats on the ENTIRE FIRST Floor.

(c) Flats on the ENTIRE FOURTH Floor.

(d) 50% area of Flat (N.N. Road facing) on the FIFTH Floor.

The Developer will pay a sum of **Rs. 35,00,000/-** (Rupees Thirty Five Lacs only) as Security Deposit to the Owner in the following manners : -

(i) **Rs. 2,00,000/-** (Rupees Two Lac only) at the time of execution of this agreement.

(ii) Balance will be paid within 03(Three) months from the date hereof.

The owner will refund the said amount to the developer at the time of obtaining possession of his allocation, without any interest.

8. DEVELOPER'S ALLOCATION : shall mean the rest of the constructed area in the said premises together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building after providing for owner's allocation.

9. ARCHITECT : shall mean the person or persons who may be appointed by the developer for designing and planning of the said building with the approval of the Owner.

10. BUILDING PLAN : shall mean the sanctioned Plan No. 985 dated 12.06.2018 by the appropriate authorities with such alteration or modifications as may be made by the developer with the approval of the Owner from time to time.

11. TRANSFEREE : shall mean the person, firm, limited company association or persons to whom any space in the building has been transferred.

12. WORDS IMPARTING : singular shall include plural vice-versa.

13. WORDS IMPARTING : masculine gender shall include feminine and neuter genders, likewise words imparting feminine genders shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE – II, COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from **20th** day of **NOVEMBER** 2018.

ARTICLE – III, OWNER'S REPRESENTATIONS

1. The Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances attachment and liens whatsoever.
2. The said premises is not vested under the Urban land (ceiling and regulation) Act, 1976.

ARTICLE – IV, DEVELOPER'S RIGHT

1. The Owner hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats in order to sell the said flats to the member of the public for their residential purpose by entering into agreements for sell and/or transfer and/or construction in respect of the Developer's allocation in

accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the Owner.

2. The developer shall be entitled to prepare modify or alter the plan with approval of the Owner and to submit the same to the appropriate authorities in the name of the Owner at its own costs and developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities if required for construction of the building at the said premises provided however that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer.

3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats of the said premises in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms hereafter stated.

ARTICLE – V, APPARENT CONSIDERATION

1. In consideration of the Owner having agreed to permit the developer to sell the flats of the said premises and construct, erect and complete the building at the said premises the developer agrees: -

a) At their own costs shall obtain all necessary permissions and/or approvals and/or consents.

b) In respect of the construction of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.

- c) To bear all costs charges and expenses for construction of the building at the said premises.
- d) Allocate the Owner of their allocation in the building to be constructed at the said premises within 30(thirty) months from the date of this Agreement, which is the essence of contract.

The aforesaid shall constitute the apparent consideration for grant of exclusive right for development for the said premises.

ARTICLE – VI, OWNER'S ALOCATION

1. OWNER'S ALLOCATION: shall mean 50% of the total constructed area as per sanction plan of South Dum Dum Municipality as per Site Plan No. 196 dated 01.09.2017 and Sanction Plan No. 985 dated 12.06.2018 with undivided proportionate right, title, interest, in the land, lift in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

The Flat will be allocated in the manner as follows :-

- (e) 50% area of Flats (to be Horizontally demarcated East to West direction) on the GROUND Floor.
- (f) Flats on the ENTIRE FIRST Floor.
- (g) Flats on the ENTIRE FOURTH Floor.
- (h) 50% area of Flat (N.N. Road facing) on the FIFTH Floor.

The Developer will pay a sum of **Rs. 35,00,000/-** (Rupees Thirty Five Lacs only) as Security Deposit to the Owner in the following manners : -

(j) **Rs. 2,00,000/-** (Rupees Two Lac only) at the time of execution of this agreement.

(iii) Balance will be paid within 03(Three) months from the date hereof.

The owner will refund the said amount to the developer at the time of obtaining possession of his allocation, without any interest.

2. The developer shall also construct, erect and complete at their own costs the entire common facilities and amenities for the said building.

3. The developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the Owner.

4. The developer shall have no right or claim for payment or reimbursement of any costs expenses or charges incurred towards construction of owner's allocation and of the undivided proportionate share in common facilities and amenities.

ARTICLE – VII, DEVELOPER'S ALLOCATION

1. In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into agreement for sell and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof which

shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner provided however the developer will not be entitled to deliver possession of developer's allocation to any of its transferees until the developer shall make over possession of the Owner allocation to the Owner and comply with all other obligation of the developer to the Owner under this agreement.

ARTICLE – VIII, PROCEDURE

1. Owner shall grant to the developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining the sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities.

ARTICLE – IX, CONSTRUCTION

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

ARTICLE – X, SPACE ALLOCATION

1. After completion of the building the Owner shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area and other portions of the said building shall belong to the developer.

2. Subject as aforesaid and subject to owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the Owner and developer contained herein.

3. The Owner shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the developer.

4. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the Owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owner and owner shall not in any way interfere with or disturbed the quite and peaceful possession of the developer's allocation.

ARTICLE – XI, BUILDING

1. The developer shall at their own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed entirely by the developer within 30(thirty) months from the date of registration of this Agreement in respect being deemed to be as the agreement between the parties.

2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto.

3. The developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tubewell, water storage tanks, overhead reservoirs, elevator(s) with all electrical arrangements electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be providing as residential building self-contained apartment and constructed spaces for sell and/or residential flats and/or constructed space therein on Ownership basis.

4. The developer shall be authorised in the name of the Owner in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the owner shall execute in favour of the developer a power of attorney and other authorities as shall be required by the developer.

5. The developer shall at its own cost and expenses and without creating any financial or other liability on the owner construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the owner in writings.

6. All costs, charges and expenses including architects fees shall be paid discharged and borne by the developer and the owner shall have no liability in this context.

7. The developer shall provide at its own cost electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation.

8. The Developer will obtain **Completion Certificate** from the South Dum Dum Municipality at its own cost.

ARTICLE – XII, COMMON FACILITIES

1. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the owner till as provided hereafter.

2. As soon as the building is completed and the electricity wiring sewerage line and water pipe lines are ready upto the portion of the owner's allocation, the developer shall give written notice to the Owner requesting the Owner to take possession of the Owner allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30(thirty) days from the date of service of such notice and at all times thereafter the Owner shall be responsible for payment of all Municipal and property taxes, dues, duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner allocation, the said rates to be apportioned prorata with reference to the salable space in the building if they are levies on the building as a whole.

3. The Owner and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon

between the Owner and developer and both the parties shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the developer in this behalf.

4. As and from the date of service of notice of possession, the owner and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation and the said charges to include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes light, sanitation and lift maintenance operation, repair and renewal charges for bill collection maintenance of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of and common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

ARTICLE – XIII, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owner shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner's applications and other documents may be required to be signed of made by the owner's relating to which specific provisions may not have been mentioned herein. The owner

hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the Owner shall execute any such additional power of attorney and/or authorizations as may be required by the developer for the purpose and the Owner also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the Owner and/or go against the spirit of this agreement.

2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the Owner if delivered by hand and duly acknowledgment due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand or send by pre-paid registered post to the Registered office the developer.

3. Both the developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the Owner hereof the Owner hereby agree to abide by all the rules and regulations as such management society/association/holding organization do hereby give their consent to abide by the same.

4. The said building shall always be known as **“DISHARI ENCLAVE”**.

5. Nothing in these present shall be construed as a demises or assignment or conveyance in law by the Owner of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially

exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any Banks without creating any financial liability of the owner or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owner or any of their estate shall be responsible and/or made liable for payment of any dues of such Banks and for that purpose, the developer shall keep the Owner indemnify against all actions suits proceedings and costs, charges and expenses in respect thereof.

6. As and from the date of completion of the building the developer and/or its transferees and the Owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their spaces.

7. There is no existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been canceled and are being superseded by this agreement and the Owner agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

8. The owner undertake and agrees to execute and register all conveyance and transfer in favour of the persons with whom the developer or enters under into agreement as and when required by the developer. (The stamp duty or Registration fees and all other expenses towards the registration will be borne by the developer or its and assigns).

ARTICLE – XIV, FORCE MAJURE

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 existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion belong to the reasonable control of the developer.

ARTICLE – XV, ARBITRATION

1. If at any time and dispute shall arise between the parties hereto regarding the construction 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, in case the parties agree to the case, otherwise to two-arbitrators one to be appointed by each of the parties in dispute and the same be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications there under in force.

2. JURISDICTION :- District Court of Barasat alone shall have jurisdiction to enter by their actions, title proceedings arising out of this Agreement.

SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of “**BASTU**” land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.29 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.38 Satak equivalent to 20 Cottahs 02 Chittaks**; and One Tile Shed Structure measuring an area **300 Sq.ft. more or less** under C.S. Khatian No. **170**, R.S. Khatian No. **175**, L.R. Khatian No. **7330**, at Mouza – Satgachi, Holding No. 4 No; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, Addl. District Sub-Registration office Cossipore Dum Dum and according to the settlement records of rights finally published the plot is comprised at Parganas - Kalikata, J.L. No. 20, in the district of North 24-Paraganas.

The property is butted and bounded as follows: -

ON THE NORTH : House of Sushil Ghosh.

ON THE SOUTH : Multi Storied Building.

ON THE EAST : House of Runu Dasgupta, Debabrata Sengupta
and Utpal Mondal.

ON THE WEST : Sunil Sen Sarani.

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

SIGNATURE OF THE OWNER

2.

D.S. CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

Paid by Cheque No. 027796 dated 20.11.2018 on
Allahabad Bank, Lake Town Branch, Kolkata.

Rs. 2,00,000.00

Total : Rs. 2,00,000.00

(Rupees Two Lac) only

WITNESS :-

1.

2.

Drafted by : -

SIGNATURE OF THE OWNER

MR. ARUN KUMAR BHAUMIK (ADVOCATE)

Calcutta High Court Reg. No. 905/1983
63/21, Dum Dum Road, Surer Math,
P.O. Motijheel, Police Station – Dum Dum,
Kolkata – 74, Phone No. 9830038790.
e-mail ID – arun_bhoumik@yahoo.com

SCHEDULE OF WORKS **SPECIFICATION**

The flat will be completed and finished in the following manner: -

1. R.C.C. framed structure on concrete piles by following drawings (supplied by structural engineer) and instruction of engineer-in-charge.
2. All external brick walls will be 8" (200 mm) thick with cement mortar (1:6). External walls will be plastered by cement mortar (1:6) of thickness $\frac{3}{4}$ " (20 mm) minimum. (External walls will be painted by synthetic base paint (2 coats over a primer coat of diluted cement slurry).
3. All internal brick walls will be 3"/5" (75mm/125mm) thick with cement mortar (1:5 for 5" and 1:4 for 3"). Walls and ceilings will be finished by plaster of paris cement plaster (1:6 for walls and 1:4 for ceilings).
4. Sal wood frame with flush door. Main door of Teak wood.
5. Window will be steel glazed window provided with glass of 3 mm. Aluminum Channel windows with glass panel will be provided.
6. Flooring in the flat will be in the flooring manner : (i) In bed rooms, living/dining room, balcony/verandah floor by Vitrified Tiles. With 4" skirting. (ii) In kitchen – floor by Vitrified Tiles with 6" skirting. (iii) In toilets floors by Vitrified Tiles.

7. **KITCHEN** : - Black Stone kitchen platform (21" wide) will be provided. Above kitchen platform glazed tiles (good quality – 3'0" height) dado will be provided. 2 Nos. C.P. Bib cock will be at kitchen. (One above the sink, one below the sink). One Aqua guard point and one chimney point.

8. **TOILETS** :- Two (2) toilets will be provided in each flat fitted European type commode (white) at attached toilet. 2. C.P. Bib cocks, 1(one) shower and a P.V.C. (white) cistern will be provided in each toilet. Toilet will have the facility of plain concealed water line system. All the pipe lines will be concealed by 1/2 " dia good quality G.I. pipes. In toilets glazed tiles dado (6'-0" – height with skirting) will be provided.

9. **BASIN** :- One white coloured basin and other accessories at living/dining will be provided.

10. **STEEL WORK** : M.S. Grill will be provided at the windows, verandah/balcony railings. All the steel works will be provided property with 2 coats synthetic enamel paint. No courving (at verandah/balcony above railing level) will be done even in future by the flat Owners also.

11. **SANITARY & WATER SUPPLY** : Out side water supply line will be open type of plastic (supreme brand) with G.I. fittings and soil & waste water line with fittings (traps, bends, junctions etc.) will be of "Supreme Brand" (polythene).

12. **ELECTRICALS** : The following electrical point will be provided in the said flat.
 - a) Bed rooms: - One tube point, one lamp point (double bracket system), one fan point, one 5 amp. Plug point, One A.C. Point.
 - b) Living/Dining :- For 3 bed roomed flats : - 2(two) tube points, 2(two) fan points on ceiling, 1(one) power point (15 amp) for fridge, 1(one) TV point (with plug point & switch), 1(one) No.

Telephone point, 1 No. calling bell (at entrance of the flat). Plug point (5 amp.) will have in each switchboard.

- c) Kitchen :- 1 No. light point, 1 No. power point (15 amp.) 1 No. exhaust fan point.
- d) Toilets : - 1 No. light point, 1 No. exhaust fan point, gyser point.
- e) Balcony/Verandah :- 1 No. light point only.

COMMON SERVICES:

13. a) 1 No. RCC over head tank (30,000 liter capacity) for total building. Water supply by means of Deep tube well (1 No. at the back side of the building).

b) Entrance lobby, staircase & stair lobby – walls (internal) by plaster of parish only & floor by marble. Outside path ways to be finished by cement mortar in decoration fashion.

c) All the water taps are brass metal type.