- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanctioning the building plan in the said amalgamated plot of land as well as from the date of taking over vacant possession on the land whichever is later. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time as per its requirement.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNERS whereby the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) Both the Parties shall give co-operation to each other.
- (vi) Mutation of K.M.C. & B.L. & L.R.O., N.O.C., Assessment Book Roll and K.M.C. tax with arrears, if any, upto the date of signing the agreement, shall be paid by the DEVELOPER.
- (vii) Thereafter such tax upto the period of handing over of Owners' allocation shall be borne by the DEVELOPER.
- (viii) The complete construction specification shall be part of the agreement under annexure X.

### 7. <u>MUTUAL COVENANT AND INDEMNITIES</u>:-

- (i) The OWNERS hereby undertake that the DEVELOPER shall be entitled to the entire proposed construction excluding the Owners' Allocation and shall enjoy their Allocation without interference or disturbances from their end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The OWNERS shall execute and register a separate Development Power of Attorney in favour of the DEVELOPER to complete the project and also register the

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conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building and by virtue of this registered Development Agreement the **DEVELOPER** is hereby empowered by the **OWNER** to execute and register its Allocation to any Third Party in respect of the said property as described in the **SCHEDULE** – **A** below.

- (iii) The OWNERS shall deposit the original Title Deeds, Link Deeds, Deed of Declarations, Deed of Exchange, Mutation Certificates of B.L. & L.R.O. & also K.M.C. and other original papers and paid up K.M.C. tax bills in respect of the property to the DEVELOPER at the time execution of the agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNERS. The OWNERS shall remain to the DEVELOPER to give the clear marketable title of the entire property for the project. Besides the OWNERS shall remain aware that this is a joint venture project and the OWNERS shall remain conscious of their responsibility for this project.
- (iv) The OWNERS after taking possession of the OWNERS' ALLOCATION in the said building the OWNERS shall have to pay the necessary maintenance of the building and also the proportionate taxes. The DEVELOPER shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) That during pendency of this Agreement if any one of the Owner leaves this material world, his/her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the DEVELOPER. The OWNERS' ALLOCATION shall then remain unchanged.
- (vi) The DEVELOPER shall sell all the flats etc. of the DEVELOPER'S ALLOCATION as described in the SCHEDULE 'D' hereunder written together with proportionate undivided share of the said entire amalgamated plot of land and the common portions, roof, lift, lift room and lift well of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full consideration money from

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the intending purchasers of the relative flats and/or other portions from the DEVELOPERS' ALLOCATION.

- (vii) The OWNERS shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.
- (ix) Both the OWNERS and the DEVELOPER shall not use the flats or Car Parking Spaces as commercial space. The building shall be erected as per residential building plan to be sanctioned by K.M.C. and the same shall be used as only for residential purpose.
- (x) The DEVELOPER shall take entire financial liability of the proposed project to be done on the Premises and the OWNERS shall give full co-operation to the DEVELOPER.
- (xi) The DEVELOPER shall take all the precaution at the time of construction of the building on the Premises exclusively at its cost and for the same the OWNERS shall not be financially liable.
- (xii) In case of any accident or death of any labour during construction the Owner(s) shall not take any liability for such unwanted accident of death.
- (xiii) That after sanction of the building plan a Supplementary Agreement shall be positively executed by and between the **OWNERS** and also the **DEVELOPER** herein for clear distribution of OWNERS' ALLOCATION and the DEVELOPER'S ALLOCATION.
- (xiv) The **DEVELOPER** shall take proper initiative for obtaining necessary mutation of B.L. & L.R.O. conversation of the land as 'Bastu' and thereafter clearance of land ceiling and all the matters are the matter of time taking. The **OWNERS** shall be very much notional in connection with the time of such mutation of B.L. & L.R.O., conversation of land and also land ceiling in connection with the land and property under this project. For the same the **OWNERS** shall give written co-operation to the **DEVELOPER** as and when required.

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8. Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

### 9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

## SCHEDULE OF THE ABOVE REFERRED TO (DESCRIPTION OF THE TOTAL PROPERTY)

ALL THAT piece and parcel of total amalgamated plot of land measuring net land area of 10 (Ten) Cottahs 14 (Fourteen) Chittacks more or less as per present physical measurement together with two separate three storied building measuring total covered area of 3600 (Three thousand and six hundred) Sq.ft. and another one tile shed measuring an area of 120 (One hundred and twenty) Sq.ft. whereon a Ground Plus Four storied building with lift facility shall be erected after demolishing the said two separate three storied building as per sanction of the building is to be sanctioned by The K.MN.C. situated in Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana -Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 10 (Ten) Cottahs 7 (Seven) Chittacks 10 (Ten) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, land area 6 (Six) Chittacks 35 (Thirty five) Sq.ft. within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 106, formerly Police Station - Kasba, at present Police Station - Garfa, known as The K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, Assessee No.31-106-16-0018-1, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata - 700 078 and entire land and property is butted and bounded by:

ON THE NORTH :

Property of others;

ON THE SOUTH

K.M.C. Road;

ON THE EAST

Others property;

ON THE WEST

K.M.C. Road

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## SCHEDULE - 'B' ABOVE REFERRED TO (OWNERS' ALLOCATION TO BE OBTAINED FROM THE DEVELOPER)

The OWNERS shall jointly get from the DEVELOPER 50% of the sanction flat area to be situated on (i) entire First Floor flat area consisting of five flats (ii) two double bed room flats on the 3<sup>rd</sup> floor of the proposed building, (iii) two double bed room flats on the Fourth floor of the proposed building and (iv) one single bed room flat on Third floor of the proposed building; thus the OWNERS shall jointly get Ten nos. of flats of this project to be calculated on 50% of sanction flat area. Beside the OWNERS shall jointly get 50% of the sanction Ground Floor Car Parking Space area of the proposed building. The OWNER No.1, OWNER No.2 and OWNER No.3 and 4 shall get three shifting respectively from the DEVELOPER as per Developer's choice during construction. Beside the OWNER No.1 namely Smt. Puspa Chanda shall get a non refundable amount of Rs.15,00,000/- (Rupees Fifteen lac) only out of which (i) Rs.2,00,000/- (Rupees Two lac) only has been duly paid by the Developer to the OWNER No.1 herein and the OWNER No.1 herein has acknowledged the receipt of the same as mentioned in the memo below and (ii)Rs.7,00,000/- (Rupees Seven lac) only is to be paid on and within one month from the date of execution of this Agreement and (iii)balance amount of Rs.6,00,000/- (Rupees Six Iac) only is to be paid after completion of Ground Floor roof casting of the proposed building; and OWNER NO.2 shall also get a non refundable amount of Rs.15,00,000/- (Rupees Fifteen lac) only out of which (i)Rs.2,00,000/- (Rupees Two lac) only has been paid by the DEVELOPER to the OWNER NO.2 herein and the OWNER NO.2 herein has acknowledged the receipt of the same as mentioned in the memo below and (ii)Rs.7,00,000/- (Rupees Seven lac) only is to be paid on and within one month from the date of execution of this Agreement and (iii)balance amount of Rs.6,00,000/- (Rupees Six lac) only is to be paid after completion of Ground Floor roof casting of the proposed building; and OWNER NOS.3 AND 4 jointly shall get a non refundable amount of Rs.15,00,000/- (Rupees Fifteen lac) only out of which (i)Rs.2,00,000/-(Rupees Two lac) only has been duly paid by the DEVELOPER to the OWNER NOS.3 and 4 herein and the OWNER NOS.3 and 4 herein has acknowledged the receipt of the same as mentioned in the memo below and (ii)Rs.7,00,000/- (Rupees Seven lac) only is to be paid on and within one month from the date of execution of this Agreement and (iii) balance amount of Rs.6,00,000/- (Rupees Six lac) only is to be paid after completion of Ground Floor roof casting of the proposed building as the OWNERS' ALLOCATION. The OWNERS shall also get the proportionate share of land and shall enjoy all the common amenities/facilities of

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District Sub-Registrar-III Alipore, Soum 24 Parganas

the building along with proportionate share of common utilities and facilities of the vacant spaces surrounding the building. It is noted that after sanction of the building plan a Supplementary Agreement shall be executed by and between the **OWNERS** and the **DEVELOPER** herein for clear distribution of the OWNERS' ALLOCATION and DEVELOPER'S ALLOCATION.

# SCHEDULE - 'C' ABOVE REFERRED TO (COMMON RIGHTS AND FACILITIES)

Stair-case, Landings, common passage, water lines and water, lift, lift room and lift well of the building, care tacker room on the Ground floor, common toilet if any on the ground floor, electricity main line and its wiring, land and boundary wall fixtures and fittings vacant spaces, roof, stair, main gate and entrance, and proportionate land, pump and motor, septic tank, water reservoir and water tank and plumbing lines, easement rights.

## SCHEDULE - 'D' ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

The DEVELOPER herein shall get from this project rest 50% of sanction flat area to be situated on (i) entire Second Floor Flat area of the proposed building consisting of five flats; (ii) two double bed room Flats on the Third Floor of the proposed building (iii) one single bed room Flat on Fourth Floor of the building; and (iv) two double bed room flats on the Fourth Floor of the proposed building. Thus the DEVELOPER shall get 10 Nos. of flats of this project to be calculated on rest 50% of the sanction flat area. Beside DEVELOPER shall jointly get 50% of the sanction Ground Floor Car Parking Space area of the proposed building and the said two separate existing three storied building shall be demolished by the DEVELOPER at its cost and the DEVELOPER shall enjoy the entire sale proceeds thereto. The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by K.M.C. and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE – "A" herein and also the common facilities as mentioned in the SCHEDULE – "C".

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Partner

District Sub-Registrar-III
Alipore, Sound 24 Parganas

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

### WITNESSES:

1. Rano Chande Slo Let. Nished Chand 5/1C. R Das Road Ka1 :78

- 3. Vrmba

4. soma Das Ccham 2. Shèbani Roy chowdhury 5 92 Purba chal Man Road .....P. CONSTRUCTION

SIGNATURE OF THE DEVELOPER

READ OVER EXPLAINED

PREPARED & DRAFTED BY

(DEBES KUMAR MISRA

ADVOCATE [Enrolment No. F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin

Place, Kolkata-86

PH-9830236148(D.K.M.),

Email:debeskumarmisra@gmail.com

9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapesh),

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Email:tapesh.mishra85@gmail.com unda Pariton pural



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ANNEXURE: X

## SCHEDULE OF WORK (SPECIFICATION OF THE BUILDING CONSTRUCTION)

### All Civil work as per I.S.I. standard.

- 1. Floor: Marble flooring.
- 2. Sal Wood (Malaysian) frame in door.
- 3. Factory made phenol bonded ply flush door shutter in doors.
- 4. Main door one side Teak pest with polish finish & good quality lock.
- 5. Stair and landing in Gray Cement situ mosaic finish.
- 6. M.S. grill (Square Bar) and Aluminum window with Glass.
- 7. Plaster of Paris inside of wall & staircase.
- 8. Weather Coat paint in out side wall (Asian).
- 9. Synthetic enamel paint in doors & windows (ICI).
- 10. Colour glazed tiles (8" x 12") in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen over the cooking top table.
- 11. Green Marble slab on kitchen platform upto 4ft. and Green Marble Sink also.
- 12. White commode or pan, two steel tap, and one shower in each toilet.
- 13. One Ivory stand wash basin with steel tap in LIV/DIN.
- 14. Concealed electrical & water supply line.
- 15. Verandah railing upto window seal height.
- 16. One sheet gate in main entrance and gate in Boundary Wall.
- 17. Out side corridor finished by net cementing with 1/4 stone chips. .
- 18. Roof Treatment shall be done by 1/4" stone chips with net cement finish.
- 19. Lift of the building is to be installed.
- 20. Electrical:

Bed Room

3 Light Points, 1 Fan Point, 1 Plug Point.

Drawing/Dining

2 Light Points, 2 Fan Points, 1 Plug point, 1 TV Point, 1 Cable

Point, 1 Plug Point (15 Amp), 1 Calling Bell Point.

Kitchen

1 Light Point, 1 Plug Point (15 Anic), 1 Exhaust Fan Point, 1 (5

Amp plug point, 1 Aquaguard line point.

Toilet

1 Light Point, 1 (15 Amp) plug Point, 1 Exhaust Fan Point.

W.C.

1 Light Point, 1 Exhaust Fan Point.

Verandah

1 Light Point.

It is noted that if any extra work is done as per the desire of the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER

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Partner

District Sub-Registrar-III Alipore, Soul, 24 Parganas

### MEMO OF CONSIDERATION

RECEIVED the part non-refundable sum of Rs.6,00,000/- (Rupees Six lacs) only out of total non-refundable consideration price Rs.45,00,000/- (Rupees Forty five lac) only from the within mentioned DEVELOPER against development work of the K.M.C. Premises No.18, Purbachal Main Road, as mentioned in the Schedule -A below, in the manner followings :-

Sl. No.	Cheque No.	Date	Name of the Bank and Branch	Paid in favour of	Amount(Rs.)
1.	492963	22.05.2015	Indian Overseas Bank, Prince Anwar shah Road Branch	Samir Chanda	Rs.2,00,000.00
2.	603412	25.05.2015	-Do-	Dolly Chanda & Soma Das(Chanda)	Rs.2,00;000.00
3.	469203	23.07.2015	-Do-	Puspa Chanda	Rs.2,00,000.00
				Total:	Rs.6,00,000.00

(Rupees Six lac) only WITNESS:

1. Rano Chand Sto Let Missoi chande 5/1 C. RDOS Road

1. of SH boy 2. Samircharda.

3. 6 Parb og 4. some Das (chanda)

N) Howocake

2. Shibani Roychowdhuy
SIGNATURE OF THE VENDORS 92 Purba cal Itan Road

Cal - 78



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MOVEMBER 1990



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right hand					William .

Name PUSPA CHANDA Signature 25 5 6 7



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right hand				1152 x 2 3	



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left hand					
right hand		\$11. 10.00 1			

Name DOLI CHANDA Signature Urow b 27



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right					

Name SOMA DAS (CHANDA)
Signature SOME DOSCOMUMON)

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Partner

District Sub-Registrar-III Alipore, South 24 Parganes

1 2 MAY 2016 ....



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right hand					

Name DILIP CHANDA
Signature full Chandon



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right hand					

PARITOSH DHTTA Pariton-south Name....

Signature.

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Signature .....

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Name .....

Signature .....

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Partner

District Sub-Registrer-III Alipore, South 24 Parganas

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### FORM NO. 60 [See third proviso to rule 114B]

Form of declaration to be filed by a person who does not have either a Permanent Account Number or General Index Register Number and who makes payment in cash in respect of transaction specified in Clauses (a) to (b) or rule 11B

1.	and address of the	ne Declarant	Puspa Chanda
	92, Purbac	hel Main R	ead PS Garte
	Kolketz- 70	0078	
2.	Particulars of transaction	Development	Agreement
3.	Amount of the transaction	R, 6,00,000/	0
4.	Are you assessed to tax?	, -, -, -	Yes / No.
5.	If yes,		1637110.
	(i) Details of Ward/Circle/R	ange where the last return of i	ncome was filed ?
	(ii) Reasons for not having po	ermanent account number/Ger	neral Index Register Number ?
6.	Details of the document being	produced in support of addre	so in column (1)
		produced in support of addre	ss in column (1)
		T7 100	
		Verification	
T	Smt. Puspa ch	-mala	
			do hereby declare that what is
stat	ted above is true to the best of my	knowledge and belief.	190
Ver	rify today, the	2th day of Mai	4. 2016
Dat	e. 12/05/16	tay or	
	ce. Kollets		
	The state of the s		A 24/ 9 of
			Signature of the Declarant
	E.		
Inst	ructions: Documents which can	produced in support of the ac	ldress are :-
(a)	Ration Card		
(b)	Passport	0.2	
(c)	Driving Licence	da line i i i	
(d)	Identify Card issued by an instit	tution	ė
(e)	Copy of the electricity bill or te	lephone bill residentia	al address
(f)	Any document or communic Government or local bodies sho	ation issued by an author wing residential address.	ity of Central Government, State
(g)	Any other documentary evidence	e in support of his address giv	en in the declaration.

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Partner

WO15-11-4-0



### ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

পরিচয় পত্র

WB / 18 / 108 / 123768



Elector's Name

निवाहत्वाव नाम

Father/Mother/ Husband's Name পিতা/ঘাতা/ঘামীর নাম

Sex

Age as on 1.1 1995 २.५.५%% व्याम

हत्म भूष्य Netai

Chanda Pushpa

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Address

Purbachal Purba, Ward-106, Kasba, S. 24 Pgs.

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প্ৰাচল প্ৰ,ওয়াৰ্ড-১০৬,কসবা,দ: २৪ **প**:

Facsimile Signature Electoral Registration Officer নির্বাচক-নিরম্বন আধিকারিক

108 -JADAVPUR

Assembly Constituency

১০৮ -যাদবপুর

বিধানসভা নির্বাচন ক্ষেত্র

Place Alipore

আলিপুর

Date 16.06.95

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Partner Partner

Market and the second of the Country of

## FORM NO. 60 [See third proviso to rule 114B]

Form of declaration to be filed by a person who does not have either a Permanent Account Number or General Index Register Number and who makes payment in cash in respect of transaction specified in Clauses (a) to (b) or rule 11B

1.	Full Name and address of the Declarant Smt. Dob' Chande 32 Panchenontole Road PS Lake Kollet- 700029
2.	Particulars of transaction Development Agreement
3.	Particulars of transaction Development Agreement Amount of the transaction Rs. 6,00,000/
4.	Are you assessed to tax? Yes / No.
5.	If yes,
	(i) Details of Ward/Circle/Range where the last return of income was filed?
	(ii) Reasons for not having permanent account number/General Index Register Number?
6.	Details of the document being produced in support of address in column (1)
Verification	
I, Sond. Do L' Chanda do hereby declare that what is stated above is true to the best of my knowledge and belief.  Verify today, the 12th day of May 2016	
Date	12/05/2016 e. Kollect 5 mb 3
Plac	(5) (4)
	Signature of the Declarant
	Signature of the Declarant
Instructions: Documents which can produced in support of the address are:-  (a) Ration Card	
(b)	Passport
(c)	Driving Licence
~(d)	Identify Card issued by an institution
(e)	Copy of the electricity bill or telephone bill residential address
(f)	Any document or communication issued by an authority of Central Government, State Government or local bodies showing residential address.
(g)	Any other documentary evidence in support of his address given in the declaration.
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### ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

MFN1752914

পরিচয় পত্র



Dolly Chanda Elector's Name

डिन हम्प নির্বাচকের নাম

Husband's Name Radhashyam

শ্বামীর নাম

রাধাশাম

Sex निक F 33

Age as on 1.1.2000 ১.১.২০০০-এ বয়স

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32 PANCHANANTALA ROAD 700029

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क्रिकाण १०००२३

Facsimile Signature
Electoral Registration Officer নির্বাচক নিবন্ধন আধিকারিক

For 152-Ballygunge

Assembly Constituency

১৫২-বালিগঞ

বিধানসভা নিবাচন ক্ষেত্র

Place Calcutta

কলিকান্তা

Date 28.09.2000

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