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DEVELOPMENT AGREEMENT

Or

CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AGREEMENT or CONSTRUCTION AGREEMENT is made
 on this 13th the day of June in the year 2018 (two thousand eighteen) of the Christian
 era

BETWEEN

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(2)
alias Smt Malati Kumbar Malakar
1) SMT MALATI RANI MALAKAR (PAN-DXOPM0703A) , Wife of Late Manik Chandra Malakar , by occupation Housewife , by faith Hindu, nationality Indian , residing at 99 (75) "C" Road , Anandapuri , P.O. Nonachandanpukur, Barrackpore , P.S.Titagarh, Kolkata 700122. (Which expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include their heirs, executors Successors, legal representatives , administrators and assigns) hereinafter called and referred to as the LAND OWNER the party of the ONE PART .

A N D

"M/S SARK CONSTRUCTION" (PAN-ADJPR7493N) a Proprietorship firm having its principal office at 1(1) no. Middle Road, Anandapuri, Barrackpore, P.O. Nonachandanpukur, P.S Titagarh, Kolkata 700122, represented its proprietor SRI ANIRUDDHA ROY (PAN-ADJPR7493N) Son of Sri Prolay Kumar Roy, by occupation Business, by nationality Indian, by faith Hindu, residing at 1(1) no. Middle Road, Anandapuri, Barrackpore, P.O. Nonachandanpukur, P.S Titagarh, Kolkata 700122 , hereinafter called and referred to as the DEVELOPER (Which expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include its heirs, executors, legal representatives , administrators and assigns) the party of the OTHER PART .

WHEREAS predecessor –in-title in interest one Haridas Babaji was the owner of the land measuring more or less 2 (two) cottahs with building thereon comprised in C.S. dag No. 972 corresponding to R.S. Dag No. 76661 , R.s. Khatian No. 3268 of Mouza Chanak , J.L. No. 4, R.S. No. 39, Touzi No. 2998, P.S. Titagarh, within the area of Barrackpore Municipality , District North 24 Parganas .

AND WHEREAS Shri Dhiraj Kumar Halder son of Aswani Kumar Halder purchased the said land with building from the said Haridas Babaji by a Sale Deed dated 28/04/1965 registered in the Barrackpore Sub –Registry office and recorded in Book No. 1, Volume No. 40, Pages 29 to 31 , being No. 2433 for the year 1965 .

AND WHEREAS during his possession and enjoyment of the said land measuring 2 (two) cottahs with building thereon being Municipal Holding No. 74"C" Road , Anandapuri with ward No. 8 (now 10) of Barrackpore Municipality , said Shri Dhiraj Kumar Halder sold transferred and conveyed the same to the present owner Smt Malati Rani Malakar , wife of Manik Chandra

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Malakar by a Bengali sale Deed dated 17/08/1973 registered in the Additional District Sub Registry office at Barrackpore , recorded in Book No. 1 Volume No. 58 pages from 71 to 74 , being No. 3204, for the year 1973 .

AND WHEREAS by way of purchase the present Land owner became the absolute owner of the land measuring 2 cottahs in C.S. Dag No. 972, corresponding to R.S. Dag No. 7661, R.S. Khatian No. 3268, Mouza Chanak, J.L. no. 4, R.S. no. 39, Touzi no. 2998, P.S. Titagarh, within the jurisdiction of Sub-Registry office at Barrackpore and Barrackpore Municipality , being Holding No. 99(75) "C" Road , Anandapuri , ward No. New 10 , District North 24 Parganas,

AND WHEREAS it is specifically stated that the singular number used in this Agreement shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

AND WHEREAS since then the land owners have been enjoying each and every part of the said premises absolutely free from all encumbrances, interference and disturbances of any other person or persons whatsoever nature etc .

AND WHEREAS each and every part of the said premises is free from all encumbrances , charges , liens , lispendent , attachments , trust , acquisition and /or requisitions etc whatsoever or howsoever nature and the land owners have good free and clear marketable title to the said premises with right to assign and transfer his title to the third parties .

AND WHEREAS the present owner has decided to develop her said land measuring 2 cottahs in C.S. Dag No. 972, corresponding to R.S. Dag No. 7661, R.S. Khatian No. 3268, Mouza Chanak, J.L. no. 4, R.S. no. 39, Touzi no. 2998, P.S. Titagarh, within the jurisdiction of Sub-Registry office at Barrackpore and Barrackpore Municipality , being Holding No. 99(75) "C" Road , Anandapuri , ward No. New 10 , District North 24 Parganas, morefully and particularly described in the first schedule written hereunder , by constructing a multistoried building as per the building plan to be sanctioned by Barrackpore Municipality upon demolition of the existing building was in search of a reputable experienced and responsible Developer who will take all responsibility of construction of the proposed building at the Developer's own cost and expenses and to erect and complete the new building as per building plan to be

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sanctioned by Barrackpore Municipality in the name of the owner but at the Developer's own cost , charge and expenses .

AND WHEREAS the Developer M/S Sark Construction, the proprietorship firm represented its proprietor Shri Aniruddha Roy , having its principal office and residence is 1/1 Middle Road , P.O. Nonachandanpukur , Barrackpore , P.S. Titagarh , Kolkata 700122, carrying on business of construction of multistoried building by developing land and having experience in this line came to know the intention of the owner and approached and requested the owner to allow the Developer to construct the proposed multistoried building at the said premises described in the first schedule below entirely at the cost and expenses of the Developer subject to the terms and conditions hereinafter appearing .

AND WHEREAS upon the aforesaid representation of the land owners and subject to verification of the title of the owners concerning the said premises , the developer has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing .

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

- 1) OWNER :- shall mean and include Smt Malati Rani Malakar , her legal heirs and successors .
- 2) DEVELOPER :- shall mean and include Sri Aniruddha Roy , his legal heirs and successors .
- 3) PREMISES :- shall mean bastu land measuring 2 cottahs together with 100 (one hundred) sq.ft tile shade kacha ghar lying and situated at C.S. Dag No. 972, corresponding to R.S. Dag No. 7661, R.S. Khatian No. 3268, Mouza Chanak, J.L. no. 4, R.S. no. 39, Touzi no. 2998, P.S. Titagarh, within the jurisdiction of Sub-Registry office at Barrackpore and Barrackpore Municipality , being Holding No. 99(75) "C" Road , Anandapuri , ward No. New 10 District North 24 Parganas, more fully and particularly described in first schedule hereunder .
- 4) BUILDING :- shall mean and include the proposed multistoried building to be constructed at the said premises described in the first schedule written hereunder , as per building plan to be sanctioned by Barrackpore Municipality .

5) COMMON FACILITIES AND AMENITIES :- shall include corridors, path, ways, stair case, stair landing, drive ways, common lavatories, pump room, roof of the top floor, over head tank, underground water reservoir, water pump and motor, two wheeler parking space, facilities which may mutually be agreed upon between the parties for enjoyment, maintenance and /or management of the building.

6) SALABLE SPACE :- shall mean the space in the proposed new building available for independent use and occupation after making due provisions for common facilities and amenities and the space required there for and after providing Owner's Allocation.

7) OWNER'S ALLOCATION AND CONSIDERATION :- The Developer shall provide to the land owner two flats, one flat measuring more or less 400 (four hundred) sq.ft covered area at the first floor front Road side and another flat measuring more or less 400 (four hundred) sq.ft on back side at Ground floor in the proposed new building to be constructed on the land described in the first schedule written hereunder.

The Land Owner shall be entitled 3,00,000/- (Rupees tree lakhs) only out of which Rs. 1,00,000.00 (Rupees One lakh) only already paid and balance amount Rs. 2,00,000.00 (Rupees two lakhs) only will be paid at the time of delivery of possession of the Owner's Allocation in the new building.

8) DEVELOPER'S ALLOCATION The Developer will be entitled to deal with and dispose of in any way the remaining constructed area (except owner's allocation) of the proposed new building, together with common areas, part and facilities along with undivided undermarked proportional share in the land described in the First schedule written hereunder.

9) THE ARCHITECT shall mean such person who may be appointed by the Developer at his absolute discretion who shall be in charge of construction of the proposed building at the said premises.

10) BUILDING PLAN :- shall mean such plan for the construction of the building and the sanction of which has to be obtained from Barrackpore Municipality in the name of the owners but entirely at the cost and expenses of the Developer as agreed between the parties hereto.

11) TRANSFEREE shall mean a person or persons, firm, limited company, association of persons to whom any space in the building to be transferred by virtue of these presents.

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12) COMMENCEMENT :- This agreement shall be deemed to have commenced on the from the execution of the agreement .

13) OWNER'S RIGHTS & REPRESENTATIONS :-

a) The owner is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises as absolute owner thereof free from all encumbrances and shall retain symbolical possession until the said premises is fully developed .

b) The said premises is free from all encumbrances and the owner has a marketable title to the said premises .

c) The Land owner has not entered into any agreement for sale development , lease , transfer or any arrangement with any other person or persons for the development of the above premises except this Development Agreement .

d) The Developer is entering into this Agreement relying on the aforesaid representation and / or assurances made by the owner and acting on good faith thereon.

14) DEVELOPER'S RIGHT

a) The owner hereby grant subject to what has been hereunder provided, exclusive right to the Developer to build upon the said premises in accordance with the building plan sanction of which has to be obtained from Barrackpore Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties hereto .

b) All applications , plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owner and the owner shall sign and execute all such plans , applications , other papers and the documents as and when necessary and all costs and expenses including Architect's fees charges and expenses required to be paid or deposited fro exploitation of the said premises shall be born exclusively by the Developer .

c) Nothing in this presents shall be constructed as demise or assignment or conveyance in law by the owner of the said premises or any part thereof to the Developer or as creating any

right title or interest in respect of the Developer other than an exclusive license to the Developer to develop the same in terms thereof and to deal with the Developer's Allocation. Simultaneously with the execution of these presents the owner shall deliver the physical possession of the premises to the Developer for construction of the proposed new building .

d) After taking possession from the Land owner the Developer shall take necessary steps to demolish the existing structure of the building and such demolition shall be made by the Developer at its own cost and expenses and all the salvage , materials or debris arising there from shall absolutely belong to the Developer and Developer shall sell the same at its discretion . The Developer shall pay Rs. 5000/- (Rupees five thousand) only per month for alternative accommodation of the land owner during the period of construction of the proposed new building i.e from the date of taking possession from the land owner till the date of delivery of possession of the Owner's Allocation in the new building .

e) The Developer shall upon complete of respective floors of the said building put the owner in undisputed possession of the Owner's allocation to the entire satisfaction and the owner shall not have any right or claim in the remaining part of the said building which shall belong to the Developer as Developer's allocation therein .

f) The owner shall be entitled to transfer or otherwise deal with the owner's Allocation in the new building . The Developer will complete the owner's Allocation within the time period as mentioned hereinafter and make over possession of the Owner 's Allocation to the owner .

g) The Developer shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right or claim or any interest whatsoever of the owner and the owner shall not in any way interfere with or disturb Developer 's possession of the Developer's allocation and no further consent shall be required said this Agreement by itself shall be deemed to be the consent of the owner .

h) In so far as necessary all dealings by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the Developer its nominee or nominees power of Attorney in respect of Developer's allocation only .

i) The Owner shall execute the Deed of Conveyance or conveyances in favour of the

Developer or in favour of the nominee or nominees of the Developer in such part or parts concerning Developer 's allocation as shall be required by the developer but the owner shall not bear any cost and expenses for the said purpose .

j) On completion of proposed building the Developer shall be liable to deliver the possession of the Owner's allocation thereof and shall also be entitled to deal with the Developer's allocation in the proposed building for which no further consent from the owner shall be required by the Developer .

k) That the Developer will be entitled to deal with Developer's Allocation in the proposed building with prospective purchasers thereof and also be entitled to enter respective Agreement with the prospective buyers for sale of flats/shops /units for Developer 's allocation and also to receive earnest money and or consideration money thereof including the proportionate share of land attributable and corresponding thereto and also deliver possession thereof to the said prospective purchaser of the Developer's Allocation in the proposed building

l) The Owner shall however be entitled to transfer and /or deal with the owner's allocation in the proposed building provided however that such purchaser and /or their nominee or nominees of the owner's shall be bound by all the terms and conditions which are applicable with other flat owners of the proposed building but their transfer deed will be prepared and registered by their Advocate at the cost of the purchasers and the Developer will join in the said deed of transfer as confirming party and give no objection if and when required and in that event the Developer shall not claim any amount for such transfer of Owner's allocation .

15) PROCEDURE

a) The Developer is carrying on the business as a Developer and shall be entitled to enter into agreements for construction of various portions for various persons intended to own the constructed space and for the purpose of proper enjoyment of Developer's allocation or the persons the Developer shall enter into any agreement for construction and /or sell of constructed portion then and in all such case the Developer shall be entitled to nominate such person or persons for the purpose of obtaining the transfer of the proportionate undivided share or interest of and in the impartible land beneath the building and the impartible land appurtenant thereto attributable prorate to each and every flat in respect of the Developer's allocation and the owners hereby agreed to execute the deed of conveyance or deed of transfer of such undivided proportionate share in the land comprised in the said premises

directly in favour of such persons , it being expressly agreed that the owner shall not be entitled to claim any further consideration for sale and transfer and their agreement for development by itself will be the consideration for sale and transfer of such undivided proportionate share of the land at the said premises to their nominee or nominees of the Developer .

b) The owner however agree to execute or sign deed of conveyance and /or join in such deed of transfer of the respective flat owners in respect of the Developer's allocation in the proposed building after the completion of the proposed building and issuance of completion certificate .

15) NEW BUILDING

a) The Developer shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned building plan obtained by the Developer in the name of the owner at its own costs and expenses from Barrackpore Municipality with good quality standard materials as may be specified by the Architects .

b) The Developer shall install , erect in the said new building at the Developer's own costs and expenses submersible pump , water storage tank, overhead reservoirs , electrical installation and other facilities as are required to be provided in a residential with commercial building at Barrackpore having self contained apartment and shops /units and constructed for sale of flats, shops units therein on ownership basis and as mutually agreed upon PROVIDED HOWEVER the owner shall be liable to pay sums on account of the security deposit and other expenses towards electric meter. The landowner shall bear the proportionate cost or expenses towards installation of transformer if necessary .

c) As from the date of making over possession of the said premises any liability becoming due on account of Municipal rates and taxes and also other outgoings in respect of the said premises till such time as the possession of the owner's allocation is delivered to the owner shall be borne and paid by the Developer.

16) COMMON FACILITIES :-

a) The developer shall pay and bear all property taxes and other dues and outgoings in respect of the said premises acquired due as and from the date of making over possession of the said premises for the purpose of construction of the new building .

b) As soon as the building at the premises is completed , the Developer shall give one month written notice to the owner requiring the owner to take possession of the owner's allocation in the building provided there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and certificate of the architect being produced to that effect then after 30 days from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of Municipal and property taxes , rates , duties , dues and other public outgoings and impositions whatsoever payable in respect of the Owner's allocation the said rates to be apportioned pro-rate with reference to the Owner's allocation and Developer's allocation in the building if it is levied on the building as a whole .

c) The developer and the owner shall punctually and regularly pay taxes for their respective allocation . The said rates and taxes to the concerned authorities or otherwise as may mutually agreed upon by and between the owner and the 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 default by the owner or the Developer in this behalf .

Handwritten note: The developer shall be responsible for the payment of the taxes and rates for the common facilities.

d) As and from the date of possession the owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charge for the common facilities in the new building payable with respect to owner's allocation till the formation of Owner's association .

e) Any transfer of any part of the owner's allocation in the new building shall be subject to the other provisions hereof and the owner shall thereafter be responsible in respect of the flat , space transferred to the owner to pay the said rate and service charges for the common facilities .

17) COMMON RESTRICTION

a) The owner's allocation in the building shall be subject to the same restrictions and due as are applicable to the developer's allocation in the building and in the land for the common benefits of all occupiers of the building which shall include the following :-

ai) Neither party shall use the respective allocation in the building or any portion thereof for

carrying on any obnoxious illegal and immoral trade or activity nor use the said allocation for any purpose which may cause any nuisance or hazard to the other occupiers of the building .

aii) Neither party shall demolish or pursuant demolition any wall or other structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein without the previous consent of the other in this behalf .

b) Neither party shall transfer, or pursuant transfer or their respective allocation or any portion thereof unless :

bi) Such party shall observe and perform all terms and conditions on their respective part to be observed and /or performed .

bii) The proposed transferee shall give a written undertaking to the effect that such transfer shall remain bound by the terms and conditions hereof and of these presents and further that such transferees shall pay all and whatsoever payable in relation to the area in his /her possession.

c) The Developer shall abide by all laws, bye laws rules and regulations of the Government ,local bodies and authorities as the case may be 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.

d) The respective allottees shall keep the common interior walls , sewers , drains , pipes and other fittings and fixtures and appurtenance and floor and ceiling etc , in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other occupiers of the building indemnified from and against the consequence or any breach of these presents .

e) Neither party shall do or cause or pursuant to be done any act or thing which may render void and voidable any insurance of the building or any part there of and shall keep the othe occupiers of the said building harmless and indemnified from and against consequences of any breach .

f) No goods or other items shall be kept by either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building .

g) Neither party shall throw or accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulation in or around the building or in the compound , corridors or any other portion or portions of the building .

h) the owner shall permit the Developer and its servants and agents with or without workmen and other at all reasonable time to enter into and upon the Owners allocation and every part thereof for the purpose of maintenance or repairing any part of the building and /or for the purpose of repairing , maintaining , re-building , cleaning , lighting and keeping in order and good conditions any common facilities and , or for the purpose of pulling down maintaining and testing drains and water pipes and electric wires and for any similar purpose subject to however the developer shall have no right to any such authority or power upon transfer of all flats under the Developer's allocation.

18) OWNERS OBLIGATIONS :-

a) Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the new building by the Developer subject to fulfillment of the terms and conditions as aforesaid .

b) The owner hereby agree and covenant with the developer not to do any act or deed or thing whereby the Developer may be prevented from selling , assigning and /or disposing of any portion of Developer's allocation in the new building . Owner shall bear the cost of security deposit and other expenses towards individual electric meter of their respective flats. The owner shall bear the proportionate expenses for electrical connection i.e expenses towards installation of transformer etc .

c) The Land owner shall deposit all original deeds , documents and papers relating to the title of the property described in the schedule below to the Developer .

d) That if so far as necessary all dealings by the Developer in respect of the building

including Tri-party Agreement for sale for sale or transfer concerning Developers allocation shall be in the name of the land owner for which purpose the land owner undertake to put their signature in the said Tri-party Agreement and also under take to give the Developer a Registered General Power of Attorney in a form and manner required by the Developer but on that effect the land owner will not bear any costs and expenses and take no liabilities .

19) DEVELOPER'S OBLIGATIONS :-

a) The Developer hereby agree and covenant with the owner to complete the construction of the new building within 24 months from the date of sanction of building plan from the Barrackpore Municipality .

b) That from the date of delivery of possession of the Owner's allocation of the proposed building , the owner , her nominee or nominees shall be held responsible for payment of Municipal rates , taxes and other outgoing including payment of maintenance charges thereof as per their proportionate share .

20) OWNER'S INDEMNITY

The owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocation space without any interference or disturbance by the owner , PROVIDED the developer performs and fulfils all the terms and condition herein contained and /or its part to be observed and performed .

The owner hereby declared that the property described in the first schedule below is free from all encumbrances and attachments whatsoever and owner has every right , full power and authority to deal with the same in any way and in further if it is found that there is any defect in owne's title and or anybody claim any right title or interest in the said property in that event the owner shall remove or rectify such defects and shall make good the damages if any cause to the developer .

21) DEVELOPER'S INDEMNITY :

The developer hereby undertakes to keep the owner's indemnified against all third party claim and actions arising out of any sort of act or commission of the developer in relation to the construction , transfer and /or occupation of flats of the said building .

The Developer hereby undertake to keep the owner indemnified against all actions suits , cost proceedings and claims that may arise out of the Developer's action with regard to the Development of the said premises and /or in the matter of construction of said building and /or for any defect therein .

22) MISCELLANEOUS :-

- a) The owner and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construed a tenancy between the Developer and the owner and /or to create any partnership in any manner whatsoever nor shall the parties hereto constitute an association of persons .
- b) The owner shall not be liable for any Central /state Government , duties , taxes , income tax wealth tax or any other taxes in respect of the new building and the developer shall be liable to make payment of the same and keep the owner indemnified against all actions , suits proceedings , costs charges and expenses in that respect .
- c) The Develop shall frame scheme for the management and administration of the said building at the said premises and /of common parts thereof . The owner hereby agree to abide by all the rules and regulations to be framed by the society /Association /Holding Association and or any other organizations to be constructed by the flat owners of the said premises within one year from the date of completion of the said building who will be in-charge of such management of the affairs of the building at the said premises and /or common parts thereof and hereby give their consent to abide by such rules and regulations .
- d) As and from the date of completion of the building , the Developer and /or transferees shall each be liable to pay and bear proportionate charges on account of ground rent and other taxes payable in respect of their respective spaces .
- e) That the Developer be entitled to raise fund form any Bank(s) financial institutions, persons etc without creating any financial liability on the landowner or affecting her estate and interest in the said premises .
- f) That the Land owner undertakes to execute and register General power of Attorney in favour of the Developer or its nominees, after execution of this Development agreement .

23) FORCE MAJURE :-

The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relations obligations prevented by the existing of the force majeure and shall be suspended from in obligation during the duration of the "Force Majeure".

24) ARBITRATION

ALL dispute and difference between the parties arising out of the measuring ,construction or any point of this agreement or the respective rights' and liabilities as per this Agreement shall be adjudicated by reference to the Arbitration , the Develop shall appoint the Arbitrator and the Award of the Arbitrator be final and conclusive and binding on the subject as between the parties and the clause shall be deemed to be a submission within the meaning of Arbitration and Conciliation Act 1996.

25) JURISDICTION :-

All courts having competent jurisdiction over the said premises and the Kolkata High Court shall have the jurisdiction to entertain and determine all disputes actions suits and proceedings arising out of these presents between the parties hereto .

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF ENTIRE PROPERTY)

ALL THAT a piece and parcel of a Bastu land measuring more or less 2 (two) Cottah together with 100 (one hundred) sq.ft tile shade kacha ghar . lying and situated at R.S. Khatian no. 3268, , C.S. Dag no. 972 corresponding to R.S. Dag no. 7661 (seven thousand six hundred sixtyone) , Mouza Chanak, J.L. no. 4, R.S. no. 39, Touzi no. 2998, P.S. Titagarh, within the jurisdiction of Sub-Registry office at Barrackpore and Barrackpore Municipality, ward no. 10 , District North 24 Parganas .Holding no. 99 (75) "C" Road Anandapuri, , District North 24 Parganas , that said plot is butted and bounded by :

On the north : 14'ft "C" Road Anandapuri .

On the South : P/o Prabitra Kumar Singha .

On the east : . P/o Binoy Bhusan Roy

On the west : H/o Sunil Kumar Chakraborty.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF LAND OWNERS ALLOCATION)

OWNER'S ALLOCATION AND CONSIDERATION :- The Developer shall provide to the land owner two flats , one flat measuring more or less 400 (four hundred) sq.ft covered area at the first floor front Road side and another flat measuring more or less 400 (four hundred) sq.ft on back side at Ground floor in the proposed new building to be constructed on the land described in the first schedule written hereunder .

The Land Owner shall be entitled 3,00,000/- (Rupees tree lakhs) only out of which Rs. 1,00,000.00 (Rupees One lakh) only already paid and balance amount Rs. 2,00,000.00 (Rupees two lakhs) only will be paid at the time of delivery of possession of the Owner's Allocation in the new building .

"THE THIRD "SCHEDULE ABOVE REFERRED TO
(LAND OWNERS ALLOCATION)
(Specification of work)

The Flat will be considered complete after:

- 1) FOUNDATION : R.C.C. Foundation and frame structure for multistoried building .
- 2) SURFACE FINISH : Interior and exterior walls will be cement plastered interior walls finished with plaster of paris and exterior walls finished with cement based colour.
- 3) FLOOR :- Marble /vitrified tiles flooring of Bed rooms , verandah/Balcony , Living /Dining floors with 4" inches skirting on all sides .
- 4) WALLS :- 8" inch thick brick wall and inside and Common Walls 5*3" inch and Plaster of Parish Over cement plaster .
- 5) WINDOWS :- Aluminum window with glass panels .
- 6) DOORS Door frams shall be of good quality sal wood , Main entrance door of paneled single shutter with wood and all other doors will be of commercial ply flush door . On the main door Magic eye shall be provided . All wooden surface shall be painted with one coat primer only .

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7) ELECTRICAL Total 25 nos points will be provided

8) TOILET : Vitrified floor with 5' ft height glazed tiles on all sides with sixtex/PVC Door , One W.C will be provided and other with white commode external plumbing . All external soil , vent and waste water and rain water pipes of PVC

9) KITCHEN : Black stone platform with 2'-6" height glazed tiles . Floor will be finished with vitrified tiles with 4" inches skirting .

10) WATER SUPPLY : One overhead water reservoir will be provided with adequate capacity of jet pump . .

13) EXTRA WORKS :- Any extra work other than the standard schedule shall be charged extra as decided by the developer or his Engineer and such amounts shall be deposited before the Execution of such work .

All charges as per the quotation of W.B.S.E.D.C.L regarding installation of meter (common and individual) and cost of installation of transformer as per the quotation of W.B.S.E.D.C.L shall be borne by the purchaser . All balcony railings and windows grill as per our Architects design.

N.B. The layout and specification given above are tentative and subject to minor alteration and modification on account of technical reasons without any reference .

THE FORTH SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION : shall mean The Developer will be entitled to deal with and dispose of in any way the remaining constructed area (except owner's allocation) of the proposed new building , together with common areas , part and facilities along with undivided undemarcated proportionate share in the land described in the First schedule written hereunder .

" THE FIFTH " SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

1. Stair case from ground floor to top floor and overhead room .
2. Staircase landing on all floors .

3. Rain water pipes .
4. Drains and sewers.
5. Open spaces, passages from the building to the main road foundation , outer walls and all types of outer pipes and other common electrical plumbing and sanitary installation .
6. Overhead reservoir .
7. Septic tank .
8. Underground reservoir .
9. Roof of the top floor .
10. Water supply :- submersible pump operated deep tube well will be utilized for water supply and overhead reservoir will be provided on ultimate roof . Municipal water connection shall be provided and the water shall be stored in the underground reservoir.
11. Proportionate undivided undemarcated share or interest in the common two wheeler parking space reserved at the Ground floor .
12. Lift of the building .

" THE SIXTH " SCHEDULE ABOVE REFERRED TO
(DESCRIPTION COMMON EXPENSES)

1. All costs of lighting & maintenance of common areas , and also the outer walls of the building .
2. Proportionate share of electrical charges for pump and maintenance .
3. The salary of Durwan , care taker , sweeper etc , who may be appointed .
4. Insurance of the building against riot, earthquake , fire lightening and violence etc .
5. All charges and security monies to be deposited for the common facilities .
6. Municipal taxes and other outgoing save and except those are separately assessed on the respective flat .
7. Cost and charges of establishment for maintenance of all common appliances/ equipments .
8. Charges for the maintenance of all common appliances / equipments .

Contd.p/18

IN WITNESS WHEREOF the party, hereto has set and subscribed their respective hands on the day, month and year first written with sound health and mind in presence of the witnesses stated below.

WITNESSES

1) Moumita Sengupta
(100) 62/1, Kanchanamajee Road.
P.O - Talpukur. B.K.P. Kol-700123. Malati Malakar, A/cis.

Malati Rami Malakar.
SIGNATURE OF LAND OWNER

2) Sabhasachi Ghosh
Advocate
High Court Kolkata

Aradda By

SIGNATURE OF DEVELOPER

MEMO OF CONSIDERATION

I, SMT MALATI RANI MALAKAR Land owner land owner herein received sum of Rs.1,00,000.00 (Rupees one lakhs) only by cheque no. 308807 on 20/01/2016 Syndicate Bank Barrackpore branch

WITNESSES

1) Moumita Sengupta.

(100) 62/1, Karmunamoyee Road

PO - Talpoken. B.K.P. Kol - 700123.

2) Sabyasachi Ghosh
Advocate

High Court Kolkata

Malati Malakar A/Ws.

Malati Rani Malakar.

SIGNATURE

Drafted and prepared on the basis of
The information furnished by the parties

Sabyasachi Ghosh

(SABYASACHI GHOSH)
Advocate, High Court Kolkata
Reg no : F/915/651/98.

Computer type by

Sumita Ghosh.

B.K.P. Computer Centre, Kol 123

...e of Registration under section 80 of the Registration Act, 1908.
...ered in Book - I
...ume number 1505-2018, Page from 50721 to 50761
...eign No 150503248 for the year 2018.



Digitally signed by ASIS KUMAR DUTTA
Date: 2018.07.11 16:32:17 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 7/11/2018 4:31:53 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)