I-7649/13

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL H 226903

12-40 1000/-
R. No. 16952/13
27/9/13

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DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 27th day of September Two Thousand Thirteen (2013) A.D.

11619 12 AUG 2013

.....R. 100 Date.....

Name M. S. Bose & Siva. co-ordinators

Address Gariahat Rd. Kol 84.

Vend : Sri Sukhamitar Das.

Alipur Collectiry
24 Pgs. (S)
SUSHANKAR DAS
STAMP VENDOR
Alipur Court Week No. 87

Sub-Registrar -IV, South 24 Pgs. Alipore West Bengal

Gopal Dutta
S/O Lali - Mohini Mohan Dutta
5/6, C.R. Colony
Jadavpur
Kol-32
Service

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Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 07780 / 2013, Deed No. (Book - I , 07649/2013)

. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Nitai Chandra Mondal Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	 27/09/2013	 LTI 27/09/2013	Nitai chandra Mondal 27/9/13

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Nitai Chandra Mondal Address -Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 27/09/2013	 LTI 27/09/2013	Nitai chandra Mond
2	Swapan Kumar Mondal Address -Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 27/09/2013	 LTI 27/09/2013	Swapan Kumar Mo
3	Bijoy Mondal Address -Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 27/09/2013	 LTI 27/09/2013	Bijoy Mondal
4	Dipankar Naskar Address -Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 27/09/2013	 LTI 27/09/2013	Dipankar Naskar

Name of Identifier of above Person(s)
Gopal Dutta
5/6 C R Colony Jadavpur, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700032

Signature of Identifier with Date
Gopal Dutta
27/9/13

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07649 of 2013

(Serial No. 07780 of 2013 and Query No. 1604L000016957 of 2013)

On 27/09/2013

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 5535.00/-, on 27/09/2013

(Under Article : B = 5489/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 27/09/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,19,37,508/-

Certified that the required stamp duty of this document is Rs.- 20011 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 19100/- is paid , by the draft number 010922, Draft Date 26/09/2013, Bank : State Bank of India, FARTABAD, received on 27/09/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12.40 hrs on :27/09/2013, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Nitai Chandra Mondal , one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 27/09/2013 by

1. Nitai Chandra Mondal, son of Lt. Jotish Ch Mondal , Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
2. Swapan Kumar Mondal, son of Lt. Jotish Ch Mondal , Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
3. Bijoy Mondal
   Developer, M/s Progressive Co Ordinators, Deodar Place Garia Station Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084
   , By Profession : Business

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

Government Of West Bengal

Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07649 of 2013

(Serial No. 07780 of 2013 and Query No. 1604L000016957 of 2013)

4. Dipankar Naskar
Developer, M/s Progressive Co Ordinators, Deodar Place Garia Station Rd, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business

Identified By Gopal Dutta, son of Lt. Mohini Mohan Dutta, 5/6 C R Colony Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste: Hindu, By Profession: Service.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

BETWEEN (1) **SRI NETAI CHANDRA MONDAL**, (2) **SRI SWAPAN KUMAR MONDAL**, both sons of Late Jotish Chandra Mondal, both by Nationality - Indian, both by faith - Hindu, both by occupation - Business, both are residing at Kalitala, Garia Station Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, hereinafter collectively called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

M/S. PROGRESSIVE CO-ORDINATORS a Partnership Firm, having its registered office at Deodar Place, Garia Station Road, Post Office - Garia, Kolkata - 700084, represented by its Partners namely (1) **SRI BIJOY MONDAL**, son of Sri Badal Mondal, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Post Office - Garia, Kalitala, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (2) **SRI DIPANKAR NASKAR**, son of Late Kashi Nath Naskar, by

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[redacted]

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nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Post Office - Garia, Kalitala, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (3) **SRI LALIT MONDAL**, son of Late Pasupati Mondal, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Post Office - Garia, Kalitala, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (4) **SRI ANUP KAYAL**, son of Sri Adhir Kayal, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Kalitala, Post Office - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (5) **SRI DEBASISH GAYEN**, son of Sri Satyendra Nath Gayen, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Kalitala, Post Office - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (6) **SRI BISWANATH GAYEN**, son of Sri Rabin Gayen, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Kalitala, Post Office - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (7) **SRI TUSHAR MONDAL**, son of Late

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Anil Chandra Mondal, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Kalitala, Post Office - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (8) **SRI RAJU MONDAL**, son of Sri Gopal Chandra Mondal, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Kalitala, Post Office - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas and (9) **SRI CHANDAN NASKAR**, son of Sri Lakshmi Kanta Naskar, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Garia Station Road, Kalitala, Post Office - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, hereinafter collectively called and referred to as the "**BUILDERS**" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include their executors, administrators, legal representatives and/or assigns and/or nominee or nominees) of the **OTHER PART**.

The Builders No. 3 to 9 are being represented by their constituted **ATTORNEYS** namely (1) **SRI BIJOY MONDAL**, son of Sri Badal Mondal, residing at Garia Station Road,

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Kalitala, P.O. - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (2) ***SRI DIPANKAR NASKAR,*** *son of Late Kashi Nath Naskar, residing at Garia Station Road, Kalitala, P.O. - Garia, P.S. - Sonarpur, Kolkata - 700084, District - South 24 Parganas, (the* ***Builders*** *No. 1 & 2 herein respectively).*

WHEREAS *one SRI JATISH CHANDRA MONDAL son of Late Harimohan Mondal of Barhans Fartabad, Kalitala, Post Office - Garia, Police Station - Sonarpur, District - South 24 Parganas was the sole and absolute possessor and owner of ALL THAT piece and parcel of* ***bastu*** *land measuring* ***30 (thirty) Decimals*** *more or less i.e.* ***18 Cottahs 2 Chittak 28 Sft.*** *more or less comprised in* ***R.S. Dag No. 937*** *under* ***R.S. Khatian No. 596*** *along with his other landed property in different Dag Nos. under Khatian Nos., lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, presently within the limits of the* ***Rajpur-Sonarpur Municipality,*** *Ward No.* ***29,*** *Municipal Holding No.* ***Kalitala Garia Station Road,*** *Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24*

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Parganas which said SRI JATISH CHANDRA MONDAL got by virtue of a registered Deed of Partition which was duly registered on 20.07.1962 at the Office of Sub-Registrar Sonarpur, South 24 Parganas and recorded at Book No. I, Volume No. 87, Pages 111 , Deed No. 7329 for the year 1962 AND while said SRI JATISH CHANDRA MONDAL was possessing and enjoying his said ***bastu*** *land measuring* ***30 (thirty) Decimals*** *more or less i.e.* ***18 Cottahs 2 Chittak 28 Sft.*** *more or less comprised in* ***R.S. Dag No. 937*** *under* ***R.S. Khatian No. 596*** *along with his other landed property, lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, presently within the limits of the* ***Rajpur-Sonarpur Municipality****, Ward No.* ***29,*** *Municipal Holding No.* ***Kalitala Garia Station Road,*** *Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas free from all sorts of encumbrances, due to love and affection said SRI JATISH CHANDRA MONDAL transferred ALL THAT piece and parcel of* ***bastu*** *land measuring* ***15 Decimals*** *more or less out of his said land measuring 30 (thirty) Decimals more or less comprised in* ***R.S. Dag No. 937*** *under* ***R.S. Khatian No. 596*** *along with*

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other landed property in different Dag Nos. under Khatian Nos., lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, presently within the limits of the ***Rajpur-Sonarpur Municipality****, Ward No.* ***29,*** *Municipal Holding No.* ***Kalitala Garia Station Road,*** *Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas TO AND IN FAVOUR OF his fourth son namely* ***SRI NITAI CHANDRA MONDAL*** *(the* ***Owner No. 1 herein****) BY virtue of a registered Deed of Settlement which was duly registered on 23.11.1984 at the Office of Sub-Registrar Sonarpur, South 24 Parganas and recorded at Book No. I, Volume No. 38, Pages 463 to 470, Being No. 4520 for the year 1984.*

AND WHEREAS *on the same day i.e. on 23.11.1984, said SRI JATISH CHANDRA MONDAL transferred remaining piece and parcel of* ***bastu*** *land measuring* ***15 Decimals*** *more or less comprised in* ***R.S. Dag No. 937*** *under* ***R.S. Khatian No. 596*** *along with other landed property in different Dag Nos. under Khatian Nos., lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla,*

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J.L. No. 47, presently within the limits of the **Rajpur-Sonarpur Municipality**, Ward No. **29,** Municipal Holding No. **Kalitala Garia Station Road,** Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas TO AND IN FAVOUR OF his third son namely **SRI SWAPAN KUMAR MONDAL** (the **Owner No. 2 herein**) BY virtue of a registered another Deed of Settlement which was duly registered at the Office of Sub-Registrar Sonarpur, South 24 Parganas and recorded at Book No. I, Volume No. Pages to Being No. 4523 for the year 1984.

AND WHEREAS thus said (1) **SRI NITAI CHANDRA MONDAL,** and (2) **SRI SWAPAN KUMAR MONDAL** (the Owners/First Party herein) became the joint owners and possessors of ALL THAT piece and parcel of **bastu** land measuring **30 (thirty) Decimals** more or less i.e. **18 Cottahs 2 Chittak 28 Sft.** more or less lying and situated at mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, comprised in **R.S. Dag No. 937** under **R.S. Khatian No. 596,** presently within the limits of the Rajpur-Sonarpur Municipality, Ward No. **29,** Municipal Holding No. **Kalitala Garia Station Road,** Kolkata - 700084 under Police

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Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas and since then the Owners/First Party herein have been possessing and enjoying their said property free from all sorts of encumbrances.

AND WHEREAS *the Owners herein intend to raise a multi-storied building upon their land measuring* ***13 (thirteen) Cottahs 2 (two) Chittaks 28 (twenty eight) Sft.*** *out of their land measuring 30 (thirty) Decimals more or less lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, comprised in* ***R.S. Dag No. 937*** *under* ***R.S. Khatian No. 596,*** *presently within the limits of the Rajpur-Sonarpur Municipality, Ward No.* ***29,*** *Municipal Holding No.* ***Kalitala Garia Station Road,*** *Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas (morefully described in the* ***SCHEDULE - "A"*** *hereunder written) and the Builders/Second Party herein have agreed to construct such building at their own costs on the basis of Joint Venture subject to certain terms and conditions contained herein.*

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

1. **DEFINITION** : *In this agreement, unless the context otherwise requires.*

a) **OWNERS** :- *shall mean (1)* **SRI NITAI CHANDRA MONDAL**, *(2)* **SRI SWAPAN KUMAR MONDAL** *which include their heir/heirs, executors, administrators, successors, legal representatives and/or permitted assigns.*

b) **BUILDER** - *shall mean* **M/S. PROGRESSIVE CO-ORDINATORS** *a Partnership Firm, represented by its Partners namely (1) SRI BIJOY MONDAL, (2) SRI DIPANKAR NASKAR, (3) SRI LALIT MONDAL, (4) SRI ANUP KAYAL, (5) SRI DEBASISH GAYEN, (6) SRI BISWANATH GAYEN, (7) SRI TUSHAR MONDAL, (8) SRI RAJU MONDAL, (9) SRI CHANDAN NASKAR.*

c) **PREMISES/PROPERTY** - *shall mean land measuring* **13 (thirteen) Cottahs 2 (two) Chittaks 28 (twenty eight) Sft.** *more or less lying and situated at Mouza -*

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Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, comprised in ***R.S. Dag No. 937*** *under* ***R.S. Khatian No. 596,*** *presently within the limits of the Rajpur-Sonarpur Municipality, Ward No.* ***29,*** *Municipal Holding No.* ***Kalitala Garia Station Road,*** *Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas, morefully described in the Schedule 'A' hereunder written.*

d) ***BUILDING*** *- shall mean building/project/ownership housing Abasan and Housing to be constructed on the aforesaid Holding including all sorts of constructions in accordance with the Plan as sanctioned by the Rajpur-Sonarpur Municipality and/or appropriate authority as described in Schedule- "B".*

e) ***COMMON FACILITIES AND AMENITIES*** *- shall include corridors, stair-ways, passage way, drive-ways, electricity, pump room, roof and overhead and underground water reservoir, water pump and motor and other facilities and proportionate share of land which will be required for the establishment, location,*

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enjoyment, provisions, maintenance and/or management of the building or the buildings, which remain exclusive property of the Building and the Owners in proportionate share as stated hereunder.

f) **SALEABLE SPACE** - shall mean the built up space in the Multi-Storied Building available for independent use and occupation after making the due provisions for common facilities and the space required thereof save and except the Owners' Allocation.

g) **OWNERS' ALLOCATION** - shall mean more or less **5200 Sft.** built-up **residential area** on the **different floors** along with **1500 Sft. open car parking spaces** out of the total sanctioned area of the said proposed Building ALONG WITH **refundable amount** of Rs. **10,00,000/-** (Rupees **Ten Lakhs** only) which will be paid by the Builders to the Owners herein as per the PAYMENT SCHEDULE as mentioned herein below together with common areas and facilities of the said Building. The Owners' allocation is morefully described in Schedule-C.

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PAYMENT SCHEDULE

# At the time of siging this Agreement	....	Rs.	5,00,000/-
# Within **one year** from the date of siging this Agreement.	....	Rs.	5,00,000/-
		Total Rs.	**10,00,000/-**

h) **BUILDER'S ALLOCATION** - shall mean the **remaining F.A.R.** out of the total F.A.R. of the said Building (save and except the owners' allocation) together with common areas and facilities of the said Building. The Builder's allocation is morefully described in Schedule-"D".

i) **ARCHITECT/ENGINEER** - shall mean ARCHITECT/ ENGINEER who have been appointed by the Builder for designing and planning of the building.

j) **TRANSFER** - with its grammatical variations shall include transfer by possession or by any other means adopted for effecting what is understood as a transfer of space in residential multi-storied building to Purchasers thereof although the same may not amount to a transfer in law.

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k) **TRANSFEREE** - shall mean a person, firm, limited company Association of person to whom, any space in the Multi Storied Building has been transferred for residence only.

l) **UNIT OR SPACE FOR OCCUPATION AND SALE** - shall mean the Super Built up space in the Multi Storied Building available for occupation by the transferees/ Purchasers.

m) **SUPER BUILT UP AREA** - shall mean and include for the determination of the payable area for the intending purchaser. The Owners/ builder shall take into account the total plinth area the building, stair-cases, corridors, lobbies and other areas which may be suggested by the Architect of the Builder time to time and in the regard of the decision of the intending Architect. However in no case the Super build up area of the building will not be less than 20% of the total covered or plinth area of the building.

n) **WORD** - shall mean importing Singular shall include Plural and vice-versa.

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o) **WORDS** - shall mean importing Masculine Gender shall include Feminine and Neuter Genders, like wise Words importing feminine genders include masculine and neuter genders and similar word importing genders shall includes masculine and feminine genders.

2. **TERMS AND CONDITIONS** :

a) The Owners shall deliver vacant possession of the Schedule- "A" Land (hereinafter referred to and called as the Land) to the Builder and the Builder shall construct a **Multi Storied Building**/ Ownership Housing Complex thereon.

b) The Owners shall have no responsibilities for the proposed Project/ Construct except to deliver vacant possession of land and sign on relevant papers and documents as and when required by the Builder.

b.ii) Time is essence of contract/ agreement.

c) The Owners before execution of this Agreement handed over to the Builder photo copies of all documents relating to the land and construction of the said Building also

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shown the original documents as were necessary and required by the Builder.

d) *The Builder prepared Plan of the Multi Storied Building and got it sanctioned and shall construct, erect and complete the Owners allocation in building first of all with common facilities, amenities on the land and building in accordance with the sanctioned plan with good and standard materials as specified in Schedule-"E" at their own costs within* ***48 (forty eight) months from the date of signing this Agreement*** *unless prevented by natural calamities like flood, earthquake, riot and legal dispute.*

e) *If any deviation is found in construction of the said building in accordance with the sanctioned plan, to regularise the same the expenses which will be occurred, will be borne by the Builder herein.*

f) *The Builder shall have the right to display sign board on the land inviting the intending or prospective buyers of flats and car parking spaces.*

g) *The Builder only shall have rights to receive sum of*

money from the intending buyers as advance against the selected flats as chosen by them for the construction or for the constructed building in respect of the ***Builder's share*** *and price of any flat shall be fixed or settled by the Builder only in super session of the monetary clause in the registered Development Power of Attorney mentioned hereinafter. The Owners of the land will have nothing to do in the matter. The Builder or its men/agents shall not receive any money from the intending purchaser/ purchasers of flats in the name or on behalf of the Owners of land. The land owners shall have the right to fix the price of their own allocated flats/units.*

h) *The Builder after completion of construction of the Owners allocation first of all providing with all the amenities such as water supply, electricity, sewerage etc. which are essential for comfortable living and without doing so the Builder shall neither handover possession of the flats to the buyers or intending Purchasers nor execute and register Sale Deed in their favour.*

i) *The Builder shall pay all taxes, rents and other dues*

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if any, in respect of the land and Abasan thereon till possession is handover to the Owners and the Purchaser of flats. From the date of possession of the Owners and the Purchasers of Flat shall pay dues if any to the relevant authorities through the Builder till they get their names mutated in respect of their own flats.

j) The Owners of the flats shall not use vacant space of the Multi storied building for the purpose of Car Parking Space/Commercial Space and dustbin. The Builder in variable state in the transfer deed of the flats that the Purchasers shall not utilise under any circumstances vacant space of the Multi Storied Building for Car Parking Space/Commercial Space or otherwise except coming and going passage.

k) The Owners shall have the right to verify or get verified by their men/agents (authorised Technical Person) if construction is carried on as per specification in the Schedule- "E" with good and standard materials. In case it is found that there is deviation in respect of the

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specification, that must be resolved by the Builder immediately.

l) The Builder shall construct the Multi Storied Building in accordance with Sanctioned Plan and terms of the agreement. The Owners if desire in respect of their flats any change, addition, alteration and renovation may get it done on payment of different costs of price of materials required for this purpose, provided such changes not legally bared by the competent authority which may be demand by the Builder. The cost of materials shall be given in cash to the Builder by the Owners either in advance or after completion of such work as settled by the Parties.

m) In case the Builder at first complete construction of the portion of allocation of the Owners and put them in possession thereof as per terms and conditions mentioned earlier the Owners shall not prevent the Builder from carrying out construction of their portion of allotment unless noise and pollution become extremely unbearable.

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n) *The roof of the construction of the Multi storied building shall remain for common use of the Owners and flat Purchasers.*

p) *The Builder shall execute Sale Deed in respect of their flats and the Owners shall also be Vendors Party to the Sale Deed at the time of registration provided the construction of the Multi Storied Building is made legally and terms and conditions of this agreement are complied with. The Owners shall not remain liable to the Purchasers in any matters mentioned in the Sale Deed excepting saleable title of the land of the Multi Storied Building. Once Land Lord got their property/portion from Developer, they are free to sell their rights without disclosing the mater with Builder. This transction is free from commercial implication with Builder.*

q) *The Owners and the Builder shall have proportionate right, title and interest proportionate to their respective allocation of share in the land as well as all constructions, amenities made and provided in the Premises whereon the Multi Storied Building stands.*

r) *All Owners of the Multi Storied Building shall enjoy common right of pumping water, sewerage, electricity, passage, stair-case, overhead tank and for enjoyment*

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of common services and amenities, they shall form the Multi Storied Building, Owner's Association or Body or in any other name for maintenance and cost of maintenance will be borne by the owners proportionately. This provision shall contain in the Deed of Sale of the Purchasers of the Flats.

s) *The layout/construction/materials of the building may be altered if required for cause of betterment and/or statutory obligation with the prior permission of the Owners in writing and the Owners shall bound to do that.*

t) *The Owners will execute a General Power of Attorney in favour of the Builder No.* ***1 & 2*** *herein namely* ***SRI BIJOY MONDAL*** *AND* ***SRI DIPANKAR NASKAR*** *for the purpose of construction of the Multi Storied Building in Schedule land and also to sign on behalf of the Owners for the purpose of selling of the Developers' Allocation only.*

u) *The dispute between the Owners of the land and the Builder if arises for any matter shall be resolved*

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amicably by biparietal negotiation and if necessary help of a common well wisher may be availed of before going to the Court of Law.

v) In case of violation of terms and conditions of this agreement either of the parties shall have the right to rescind this agreement and claim/compensation and remedy against other.

w) Those who are interested to buy flats etc. in up coming project are eligible to take loan from any institution through Developer or with Developer consent. But in doing so the Developer must keep the share of the Owners free from any sort of liabilities and encumbrances.

x) The decision of the Builder on Planning, Design, Interior and Exterior Decoration, and other things, relating to the construction of the Building shall be final subject to suggestion, if not impartible at all, of the Owners.

y) The Deed of Conveyance to be executed in favour of the Purchasers of the flats shall contain provision of

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payment of House Tax rigidly so that the Owners are not in any way face problems in any manner as indicated in above clause.

z) The Deed of Conveyance shall also contain that the Purchaser of the flats shall not throw, accumulate any dirt, rubbish, waste on the ground floor under any circumstances.

z1) The Owners shall not be liable for any acts, obligations and misconduct of the Builder towards their intending Purchaser/Purchasers of the flats.

z2) If any deception is transpired from the side of the Owners or the Builder affecting interest any of the parties such party shall be at liberty to protect her/ their interest in the manner as deems fit and necessary.

z3) That the Common rights and facilities are enjoyable by the Owners and Builder or their Purchaser of the Flat. None will be entitled to sell common rights and facilities.

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z4) That the Builder shall not be assigned this Agreement unto any person, organization or firm without the written consent of the Owners herein.

z5) That the Owners shall not be liable under any circumstances, if any accident or mishaps shall be occurred during the construction period of the said building, the Builder shall be solely liable for the same and they shall make or pay compensation if it requires.

z6) In case the Builder fails to deliver the possession of the entirety of Owners' allocated flats and car parking spaces as mentioned before with the stipulated period of **48 (forty eight) months** from the **date of signing this Agreement,** then in such event, the Builder shall also granted an extension of a maximum period of **6 (six) months** provided however the Builder shall be liable to pay liquidated damages at the rate of Rs. **20,000/- (Rupees Twenty Thousand** only) per month for the entire period of delay. If any litigation arises regarding title of the below Schedule property then, the Owners shall be liable to overcome the same at their own cost and risk and simultenously the Builder also hereby undertake that

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if any litigation arises on the part of the Builder, the Builder shall overcome the same at their own cost and risk.

z7) The Builder shall strictly follow the building rules and regulations of the ***Rajpur-Sonarpur Municipality*** *in respect of the sanction of the said building plan shall not deviate the said building plan in respect of the construction of the said Building.*

z8) The Owners shall not be liable for any demand by the local club, supplier, local party, neighbours, etc. in respect of the said Land and Building construction all problems should be solve or meet up by the Builder.

z9) The Builder shall provide completion certificate in respect of the said Building to the Owners at the time of delivery of possession of the owners allocated flats and car parking spaces to the owners without any objection whatsoever.

z10) That the Civil Judges' Court of Baruipur, District South 24 Parganas shall have the jurisdiction to entertain all disputes between the parties.

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SCHEDULE OF LAND 'A' ABOVE REFERRED TO :

ALL THAT *piece and parcel of bastu land measuring* **13 (thirteen) Cottahs 2 (two) Chittaks 28 (twenty eight) Sft.** *more or less* together with 300 Sft. R.T. Shed structure standing thereon. *lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, comprised in* **R.S. Dag No. 937** *under* **R.S. Khatian No. 596,** *presently within the limits of the Rajpur-Sonarpur Municipality, Ward No.* **29,** *Municipal Holding No.* **Kalitala Garia Station Road,** *Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas and it is butted and bounded as follows :-*

On the **North**	:-	*Land of R.S. Dag No. 943.*
On the **South**	:-	*Land of R.S. Dag No. 884 and 936.*
On the **East**	:-	*Land of R.S. Dag No. 938 and 10'-0" wide Common Passage.*
On the **West**	:-	*Land of R.S. Dag No. 876 and 883.*

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THE SCHEDULE 'B' ABOVE REFERRED TO :

Construction on Land at Municipal Holding No. **Garia Station Road**, *Kolkata - 700084)*

ALL THAT *the residential a* **G+4 Storied Building** *having different flats and spaces for car parking/toilet together with other constructions such as passage, stair-case, overhead tank, motor and pumpset, electric wiring, motor & pump set, vacant space and any other construction for common use and rights of the occupants of the flats.*

SCHEDULE 'C' ABOVE REFERRED TO :
(Allocation of the Owners of the Land)

The Owners' allocation shall mean more or less **5200 Sft.** *built-up* **residential area** *on the* **different floors** *along with* **1500 Sft. open car parking space** *out of the total sanctioned area of the said proposed Building (50% Owners choice and 50% Builders choice) ALONG WITH* **refundable amount** *of Rs.* **10,00,000/-** *(Rupees* **Ten Lakhs** *only) which will be paid by the Builders to the Owners herein as per the PAYMENT SCHEDULE as mentioned herein before TOGETHER WITH undivided proportionate share of land and all other common facilities and amenities of the said Municipal Holding No.* **Kalitala Garia Station Road,** *Kolkata - 700084.*

THE SCHEDULE 'B' ABOVE REFERRED TO :

Construction on Land at Municipal Holding No. **Garia Station Road**, *Kolkata - 700084)*

ALL THAT *the residential a* **G+4 Storied Building** *having different flats and spaces for car parking/toilet together with other constructions such as passage, stair-case, overhead tank, motor and pumpset, electric wiring, motor & pump set, vacant space and any other construction for common use and rights of the occupants of the flats.*

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SCHEDULE 'D' ABOVE REFERRED TO :

(Allocation of the Builder)

The BUILDER'S ALLOCATION shall mean the ***remaining F.A.R.*** *out of the total F.A.R. of the said Building (save and except the owners' allocation) TOGETHER WITH undivided proportionate share of land and all other common facilities and amenities of the said Municipal Holding No.* ***Kalitala Garia Station Road****, Kolkata - 700084.*

SCHEDULE 'E' ABOVE REFERRED TO :

SPECIFICATION

Structure & Brick Work :

Earthquake resistant RCC framed construction. All concrete works, plain or RCC will be done in desired proportion of (1:3:4), (1:2:4).

External Walls: *200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1st class kiln burnt brick.*

Partition Walls: *75/125 mm thick brick work with sand cement mortar in proportion (1:4) by using 1st class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3rd/4th layer.*

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Plastering :

19 mm/2mm / 6mm of plastering in standard proportion in respective areas, viz. outer and inner surface of walls and ceiling.

Stair-Case :

Stair-case will be finished with mosaic and railing with M.S. Square bar or equivalent as appropriate.

Roof Treatment :

PCC with over water proof chemical treatment.

Water Supply :

Water will be made available from **Rajpur-Sonarpur Municipality** Water supply or Deep tubewell.

Over Head Tank will be made of PVC and distribution to each Flat will be through GI pipe (from 1" to 3/4") network.

Drainage :

Necessary water drainage connection as per Municipal requirement (as per approved drawing) with good quality material.

Electrical :

Concealed P.V.C. conduits and copper wire of desired cores of reputed make.

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MS concealed switch box and switches of reputed make. Separate Meters for all co-owners as well as for common use will be provided at extra cost.

Painting And Finishing :

Outside face of external walls will be finished with Snowcem or equivalent cement based paint.

Internal face of the walls will be finished with very good quality plaster of paris.

Window, gate and grill will be pained with two coats of enamel paints over a coat of primer.

SAID FLATS :

The said flats will be completed and finished as follows:

Brick Work :

External Walls : *200/250 mm thick brick work with cement mortar in proportion (1:6) by using 1st class kiln burnt brick.*

Partition Walls : *75/125 mm thick brick work with sad cement mortar in proportion (1:4) by using 1st class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3rd/4th layer.*

Plastering :

19 mm/12mm/6mm of plastering in standard proportion in respective areas, viz. outer and inner surface of walls and ceiling.

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Floor of rooms and toilets :

Bed Rooms, Verandah, Drawing-Dining, Kitchen and Toilet will be finished with 2x2 good quality marble.

Toilet walls :

Up to 6'-0" finished with glazed tiles (white/light pink/ light sky blue).

Door :

Solid wooden panel door at main entrance with wooden frame, flush door at bed rooms and kitchen and P.V.C. Doors at toilet and W.C.

Windows :

Aluminium Panel windows with gllas provided with iron grills at designed windows.

Sanitary fittings in toilets :

The following will be provided :

Tap with mixing arrangement.

White wash basin (20") of branded company will be provided.

Porcelain European commode/pan of branded company will be provided.

Concealed hot and cold water pipe line with GI pipes of reputed maker.

Fittings will be ESSCO or equivalent brand.

Kitchen :

Kitchen platform will be Black Granite with dado upto

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2' of ceramic tiles over the kitchen platform.

Stainless steel sink will be provided.

Electrical Points and fittings :

Concealed P.V.C. conduits with copper wire of desired cores of reputed make.

MS concealed switch box with piano switches (Crabtree) of reputed make with earthing for installations.

All bedrooms - 2 light points, 1 fan point, 15 amp plug point and 1 T.V./Cable point, 1 telephone point, 1 A.C. point.

Living/Dining - 3 light points, 2 fan point, one 5 amp plug point, two 15 amp power and one T.V./Cable point, 1 telephone point and 1 A.C. point.

Kitchen - 2 light points, 1 exhaust fan point, one 5 amp plug point, one 15 amp power point.

Toilet - 1 light point, 1 fan point, one 15 amp power point.

Verandah - 1 light point.

Any other electrical points as per choice of the Purchaser at extra cost.

Painting and finishing :

Internal face of the walls will be finished with very good quality plaster of paris.

Window, gate and grill will be painted with two coats of enamel paints over a coat of primer.

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IN WITNESS WHEREOF *the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.*

SIGNED, SEALED &
DELIVERED *in the presence*
of **WITNESSES** :-

1. Milan Mondal
S/o- Swapan Kr. Mondal
Add - Garia Station Road
Kalitala, Kolkata-84.

2. Gopal Dutta
Alipur Police Court-
Kol-27

1. Nitai Chandra Mondal

2. Swapan Kumar Mondal

SIGNATURE OF THE LANDOWNERS

PROGRESSIVE CO-ORDINATORS
Bijoy Hondr
Partner

PROGRESSIVE CO-ORDINATORS
Dipankar Naskar.
Partner

SIGNATURE OF THE BUILDERS

Drafted by :
Dipankar Chakraborty
(Dipankar Chakraborty)
Advocate
Alipore Judges' & Criminal Court,
Kolkata - 700027.

Computer printed at :-
Panchanantala Lane,
Kolkata - 700034.
By : S. S. Sarkar
(S. S. Sarkar)

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MEMO OF CONSIDERATION

RECEIVED *of and from the within named Purchaser the within mentioned sum of Rs.* **5,00,000/- (Rupees Five Lakhs)** *only from the Builders herein :*

DATE	CHEQUE NO./ CASH	BANK & BRANCH	AMOUNT RS.
17.10.2012	135860	S.B.I., Faridabad	Rs. 3,00,000/-
27.09.2013	135893	-DO-	Rs. 2,00,000/-
		Total	5,00,000/-

(Rupees Five Lakhs only)

WITNESSES :

1. Milan Mondal
S/o- Swapan Kr. Mondal
Add- Garia Station Road
Kalitala, Kolkata - 84.

2. Gopal Dutta
Arupm Palicar
Kol-27

1. Nitai chandra Mondal

2. Swapan Kumar Mondal

SIGNATURE OF THE OWNERS

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PHOTO		Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....

Signature .....

	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name NITAI CHANDRA MONDAL

Signature Nitai Chandra Mondal

	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SWAPAN KUMAR MONDAL

Signature Swapan Kumar Mondal

	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name BIJOY MONDAL

Signature Bijoy Mondal

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PHOTO		Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....

Signature .....

	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name DIPANKAR NASKAR

Signature Dipankar Naskar

PHOTO		Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....

Signature .....

PHOTO		Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....

Signature .....

Sub-Registrar - IV, South 24 Pgs, Alipore West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 39
Page from 2848 to 2888
being No 07649 for the year 2013.

Seal of the District Sub-Registrar IV, South 24 Parganas, South 24 Parganas

(Ashoke Kumar Biswas) 30-September-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal