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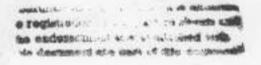
ONE THOUSAND RUPEES

Rs.1000

পশ্চিমবঙ্গ पश्चिम् बेगाल WEST BENGAL

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### DEVELOPMENT AGREEMENT

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

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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

, Signature of the firm		Finger Print	Signature with date	
Name of the Presentant	Photo	Finger Franc		
Nitai Chandra Mondal Kalitala Garia Station Rd, Thalla:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-76-1084	27/09/2013	LTI 27/09/2013	Nitriehandminum 27/9/13	SWA

II . Signature of the person(s) admitting the Execution at Office. Signature Finger Print Photo Status SI No. Admission of Execution By Self Nitai Chandra Mondal Niter chanden hand Address -Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084 27/09/2013 27/09/2013 Swapan Kumar Mo Self. Swapan Kumar Mondal 2 Address -Kalitala Garia Station Rd, Thana:-Sonarpur, District: -South 24-Parganas, WEST BENGAL, India, Pin LTI :-700084 27/09/2013 27/09/2013 Self Bijoy Mondal Address -Garia Station Rd, iog Howhe Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin LTI :-700084 27/09/2013 27/09/2013 Self Dipankar Naskar Diparton Nation Address -Garia Station Rd, Thana:-Sonarpur,

District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084

2/09/2013



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27/09/2013

Name of Identifier of above Person(s)

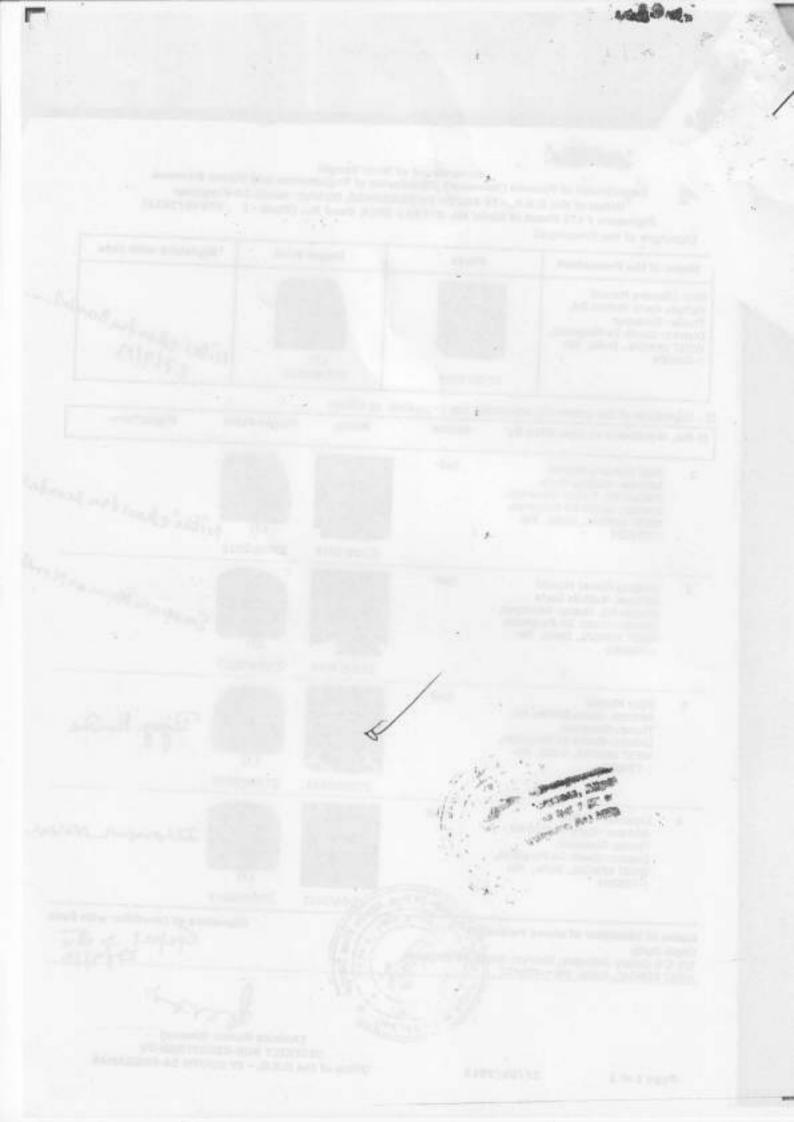
5/6 C R Colony Jadavpur, District: -South 24 Pargana WEST BENGAL, India, Pin :-700032

27/09/2013

Signature of Identifier with Date

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

Page 1 of 1







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

Endorsement For Deed Number : 1 - 07649 of 2013 (Serial No. 07780 of 2013 and Query No. 1604L000016957 of 2013)

#### On 27/09/2013

## Cartificate 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 deen 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

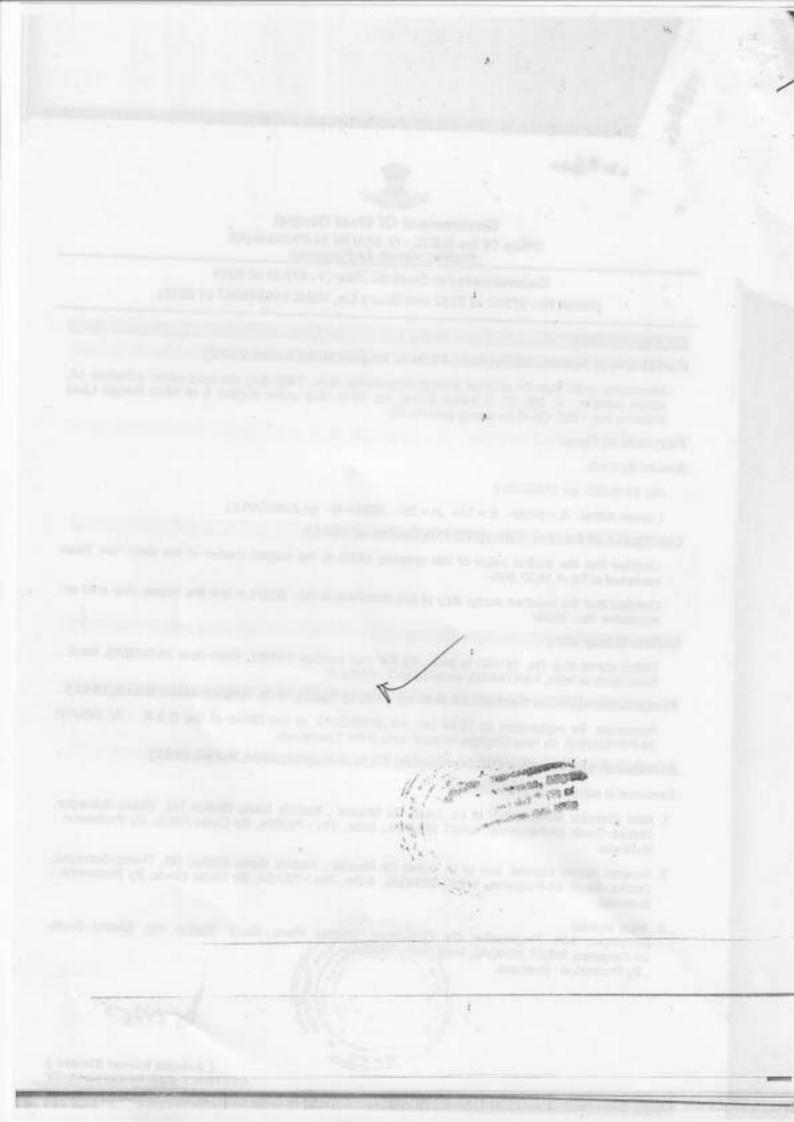
- Nital Chandra Mondal, son of Lt. Jotish Ch Mondal , Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
- Swapan Kumar Mondal, son of Lt. Jotish Ch Mondal , Kalitala Garia Station Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business

Bijoy Mondal
 Developer, M/s Progressive Co Ordinators, Decidar Place Garia Station Rd, District: South 24-Parganas, WEST BENGAL, India, Rio. 700084
 By Profession : Business

perry

( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2





# 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)

 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

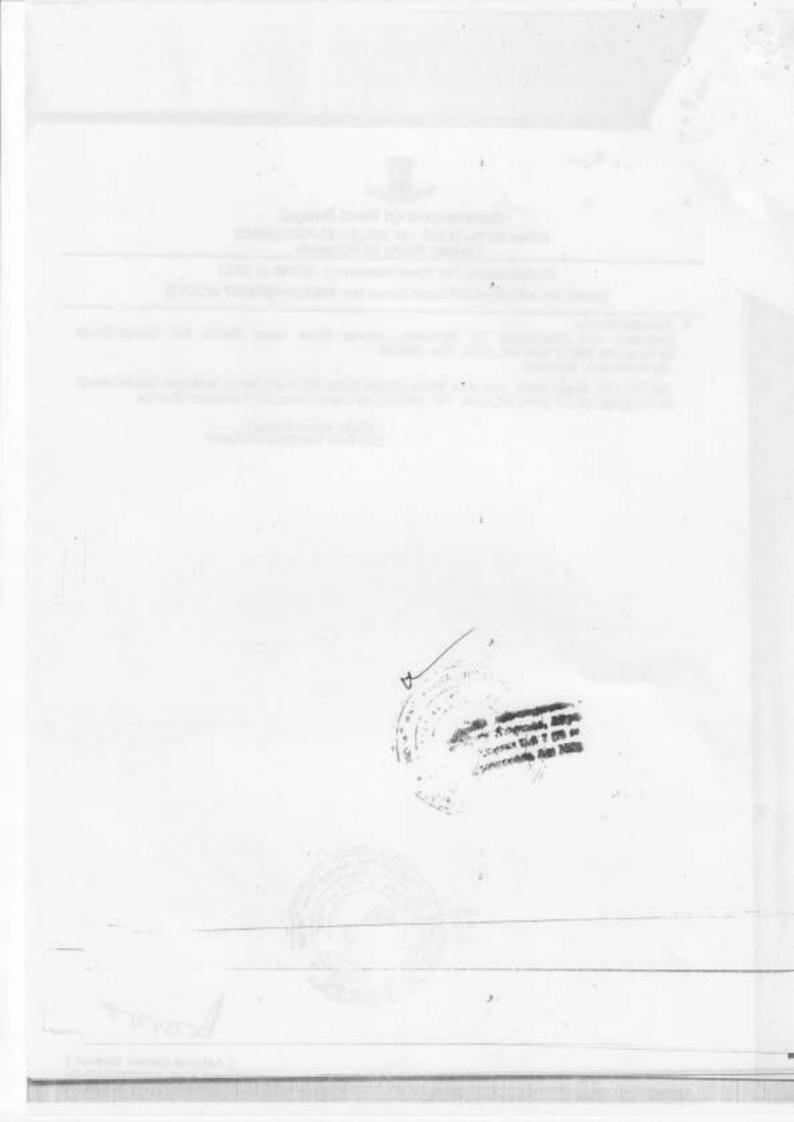


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( Ashoke Kumar Biswas ) DISTRICT SUB-REGISTRAR-IV

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EndorsementPage 2 of 2



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" finish
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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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 PAJU 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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ANGENOUS YOURS ERROLL STREET, STREET,

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 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. Khatlan 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, Kalitala Garia Station Road, Municipal Holding No. 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 basiu 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 NI TAI 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,



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.

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

negative fractional per set trace write-graduant expenses. OR ASSESSED TO SEED IN CONTRACT WITH STORY OF THE PARTY. . 2 7 SEP 2013

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 Fartunad, 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, Kalitala Garia Station Road, Municipal Holding No. 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.

weekly at the same of the companies of the same of to other the mich mich will be the party published with NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows

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- DEFINITION: In this agreement, unless the context otherwise requires.
- a) OWNERS; shall mean (1) SRI NETAI 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 COORDINATORS 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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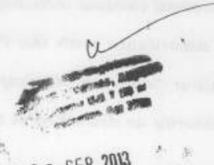
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47, comprised in R.S. Dag No. 937 under R.S. Khatian
No. 596, presently within the limits of the RajpurSonarpur Municipality, Ward No. 29, Municipal Holding
No. Kalitala Garia Station Road, Kolkata 700084 under Police Station - Sonarpur, Addl. District
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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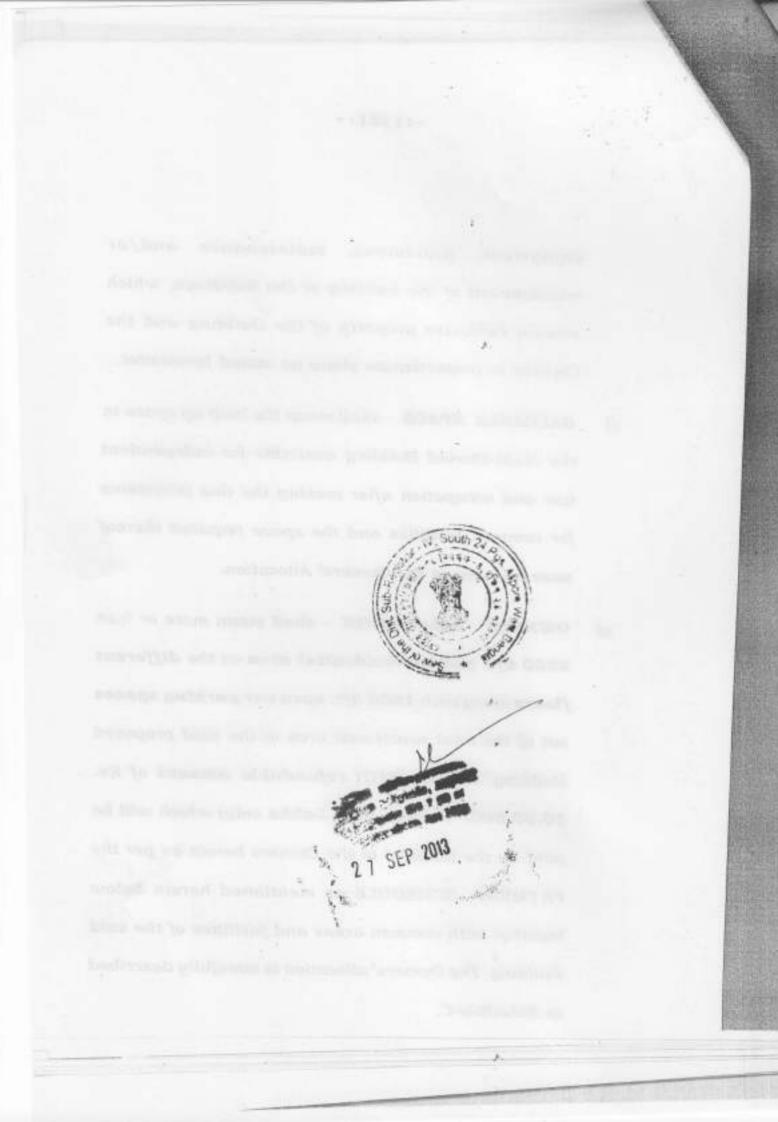
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enjoyment, provisions, maintenance and/or management of the building or the buildings, which remain exclusive property of the Building and the Owners in proportionate share as stated hereunder.

- 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.
  - 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.



### 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,

- 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.
  - 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.





- 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.
- 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.
  - 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.
    - mord shall mean importing Singular shall include
       Plural and vice-versa.



o) WORDS shall mean importing Masculine Gender shall include Feminine and Neuter Genders, like wise Visids 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





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

- 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



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.

- 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

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.

- 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

and the entire of the last of the second second second with the resemble of resident to the state of the residence of the

specification, that must be resolved by the Builder immediately.

- 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.
- 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.
- 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 come of maintenance will be borne by the owners proportionately. This provision shall contain in the Deed of Sale of the Purchasers of the Flats.

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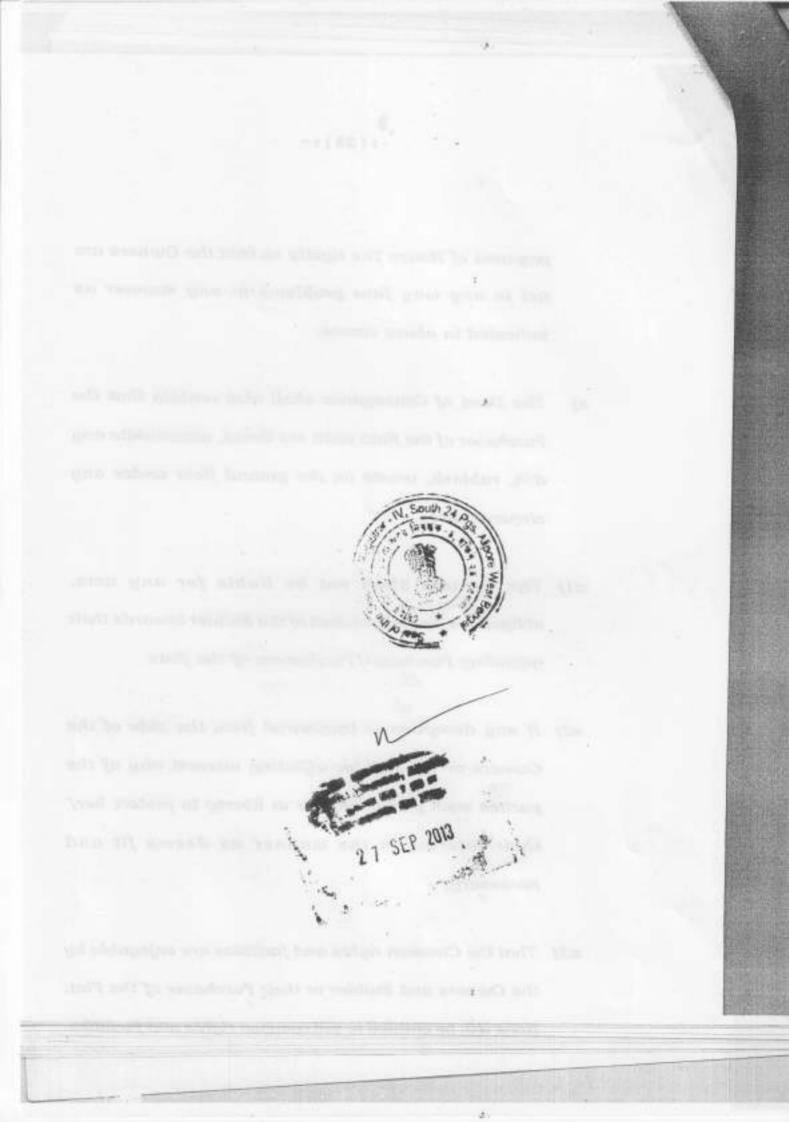
amicably by biparietal negotiation and if necessary help of a common well wisher may be availed of before going to the Court of Law.

- 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 encumprances.
- 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



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.
- 22) 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.



- 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.
- 26) 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.

- 27) 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.
- 29) 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.





# 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)

Logolium will 300 SH. R.T. Shed shiredian slanding Korbon.

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

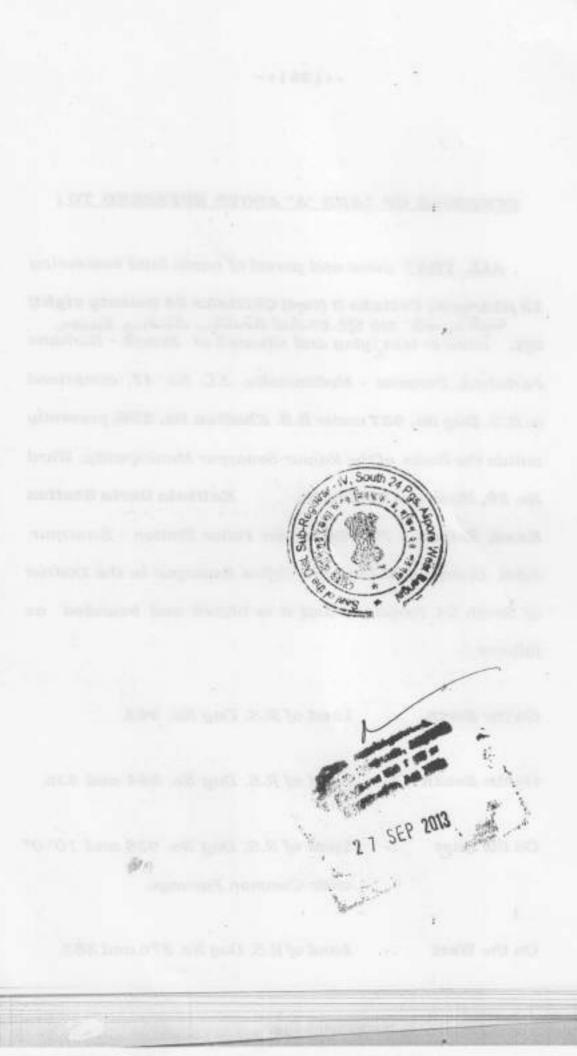
Road, Kolkata - 700084 under Police Station - Sonarpur, Addl. District Sub-Registrar Office Sonarpur in the District of South 24 Parganas and it is butted and bounded as follows:-

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.



# 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)

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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.

ANY THAT the residential of Cor Stories Statement allegate of the opposite of the pale.

# 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.





#### 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.



1 100000



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.



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:-

mil Mate

1. Milan Hondal 5/0- Swapan Kr. Hondal Add-Garia Station Road Kalitala, Kolkatal-84.

2. Gapat Dutin Acip on Paline cost-Kal-27 1. Ni tui chandra Manda

2. Swopan Kumar Mondal

SIGNATURE OF THE LANDOWNERS

PROGRESSIVE CO-COMMATORS
Bijay Howard

PROGRESSIVE CO-ORDINATORS

Diparkar Nolliar.

SIGNATURE OF THE BUILDERS

Drafted by :

Sibonkan (hakraborty

(Dipankar Chakraborty)
Advocate

Alipore Judges' & Criminal Court, Kolkata - 700027. Computer printed at :-Panchanantala Lane, Kolkata - 700034. By : C. S. Segretera

(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./	BANK & BRANCH	AMOUNT RS.
17.10.2012	- Control of the Cont	S.B.I., Fantabad	RS. 3,00,000
27.09.2013	135893	- Do-	RG. 2,00,0 /

Total

5,00,000/-

(Rupees Five Lakhs only)

# WITNESSES :

1. Milan Hondal Slo-Swapan Kr. Hondal Add-Garia Station Road Kalitala, Kolkata - 89.

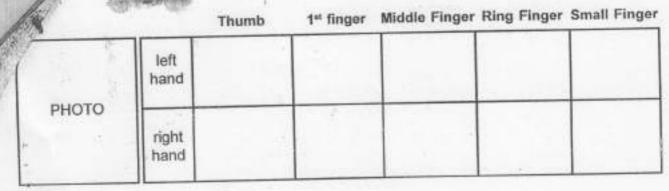
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2. Swapan Kuman Handal

SIGNATURE OF THE OWNERS

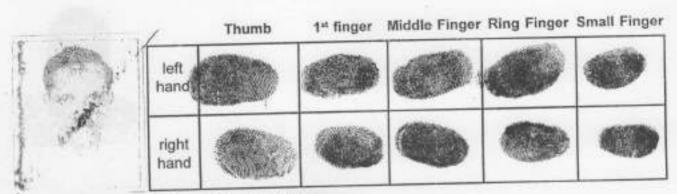
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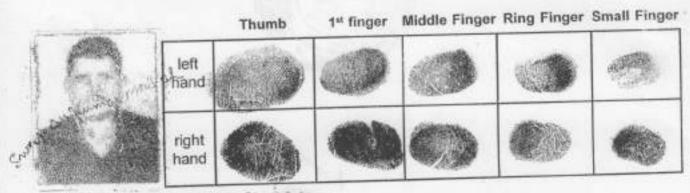


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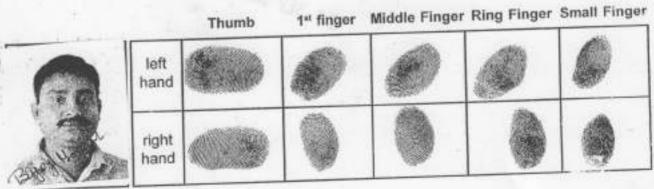
Signature .....



Name NITAL CHANDRA MONDAL Signature Nital Chandra Mondal



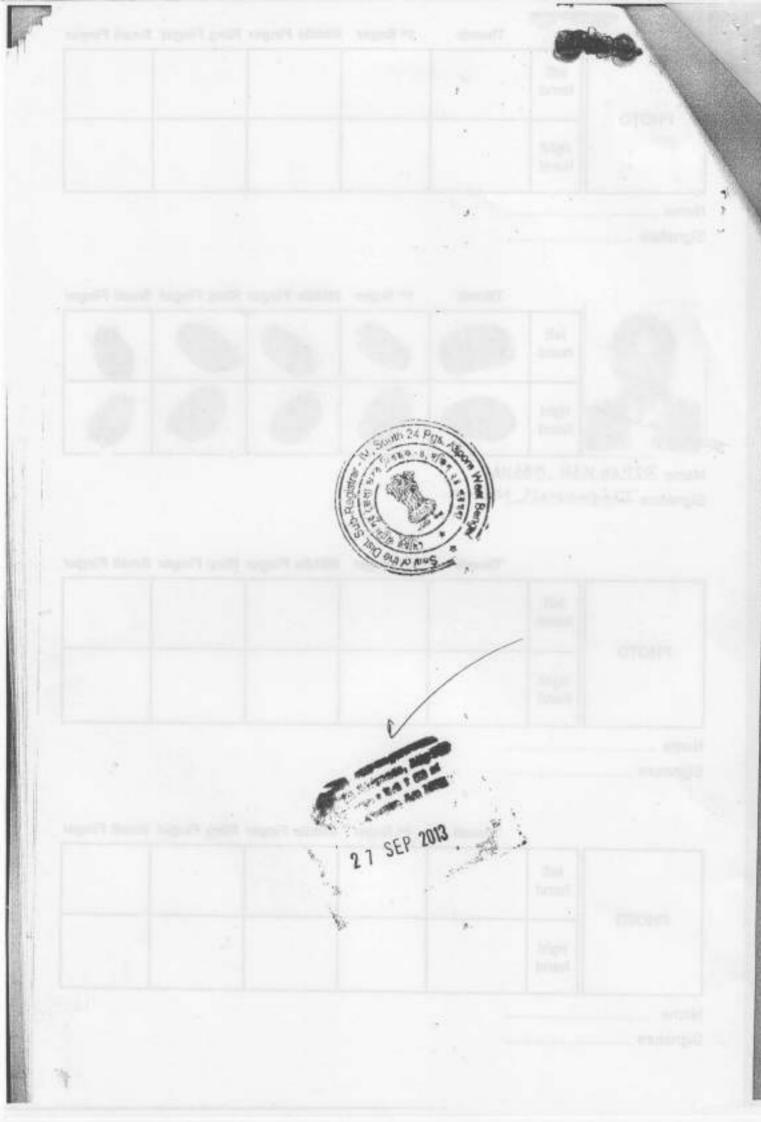
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Registered in Book - I CD Volume number 39 Page from 2848 to 2888 being No 07649 for the year 2013.



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