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08630/2014

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

R 809436

Certificate for the stamping and registration of the instrument should be done with the original and a copy of the instrument.

*[Signature]*

Additional District and Sessions Judge, New Town, North 24 Parganas

01 AUG 2014

DEVELOPMENT AGREEMENT

Hasya Mondal

K. D. DEVELOPER  
*[Signature]*  
Partner

1 Date: 1st. August '2014

2 Place: Kolkata

3 Parties:

3.1 Hasyabandan Mondal (PAN NO.....) Son of Sashi Bhushan Mondal, by faith - Hindu, by occupation - Retired, by nationality - Indian, residing at Village - Jattragachi, Post Office - Ghuni, Police Station - New Town, Kolkata - 700157, District - North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their, heirs, administrators, executors, representatives and assigns and nominee or nominees) of the ONE PART.

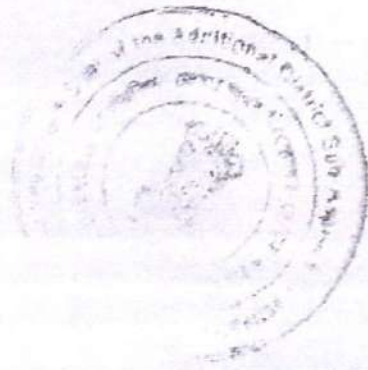
K. D. DEVELOPER  
*[Signature]*

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11.60  
R-157

নম্বর : 4443  
তারিখ : 23/07/14  
ফোটার নাম : Debanis Prabhas.  
ঠিকানা : Solua.  
বৃত্ত : [Signature]  
স্বাক্ষর : [Signature]

তারিখ : 16 JUL 2014  
মোট প্রাপ্তি মূল্য : Rs 150000

স্বাক্ষর : [Signature]  
জেলার : ধূলা মন্ডাল বোস



Padhe Shyam Mandal  
Hasya badan mondal  
1- Jatra gachi  
0- Gheni  
S- Raja New Town  
L- 157

Additional District Sub-Registrar  
Panchajanya, District, West Bengal

01 AUG 2014

AND

- 3.2 **M/S K. D. Developer** a partnership firm having its office at Salua Roypara, Post Office - R. Gopalpur, Police Station - Airport Kolkata - 700136, District - North 24 Parganas, West Bengal, represented by its Partners **Debasis Biswas (PAN No AJHPB 3184 G)**, Son of Sadhan Chandra Biswas by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Bajetaraf, Post Office - Sikharpur, Police Station - Rajarhat, District-North 24 Parganas, West Bengal, presently residing at Salua Roypara, Post Office - Gopalpur, Police Station - Airport, District-North 24 Parganas, West Bengal & **Krishnendu Ghosh (PAN No BAUPG 4005 A.....)**, Son of Dilip Kumar Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Village - Sulongori, Post Office - Ghuni, Police Station - New Town, Kolkata - 700157, District - North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "**DEVELOPERS**" (which expression shall unless repugnant to the context be deemed to mean and include their administrators, executors, representatives and assigns of the **OTHER PART**).

Owner and the Developer collectively Parties and individually Party.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-**

4. **Subject Matter of Development :**

4.1 **Development Project & Appurtenances:**

- 4.1.1 **Project Property:** ALL THAT piece and parcel of (1) *Shali* land measuring 2 (two) decimal comprised in C.S. Dag No. 1281, R.S./L.R. Dag No. 1399, under C.S. Khatian No. 291, (2) *Bastu* land measuring 11 (eleven) decimal out of 35 decimal comprised in C.S. Dag No. 1283, R.S./L.R. Dag No. 1401 under C.S. Khatian No. 423, and (3) *Shali* land measuring 38 (thirty eight) decimal out of 56 decimal comprised in C.S. Dag No. 1286, R.S./L.R. Dag No. 1405 under C.S. Khatian No. 143 all are under L.R. Khatian No. 1036 in Mouza - Jatragachi, J.L No. 24 Police Station - New Town (formally Rajarhat), Additional District Sub-Registration Office at Rajarhat within the local limits of Jyangra-Hatiara 2No. Gram Panchayet, in the District - North 24 Parganas **totaling to** land measuring 51 (fifty one) decimal morefully described in **First Schedule** bellow.

5. **Background, Representation, Warranties and Covenants:**

- 5.1 **Representation and Warranties Regarding Title :** The owner have made the following representation and given the following warranty to the Developer regarding title.

- 5.1.1 **Absolute Ownership of Hasyabandan Mondal:** By a Deed of Gift 15<sup>th</sup> February' 1966, registered in the Office of the Sub Registrar Cossipore Dum Dum in Book No. I, Volume No. 28, at Pages from 259 to 263, being Deed No. 1371 for the year 1966, one Punnya Moni Naskar gift (1) *Shali* land measuring 2 (two) decimal comprised in C.S. Dag No. 1281, R.S./L.R. Dag No. 1399, under C.S. Khatian No. 291, (2) *Bastu* land measuring 11 (eleven) decimal out of 35 decimal comprised in C.S. Dag No. 1283, R.S./L.R. Dag No. 1401 under C.S. Khatian No. 423, and (3) *Shali* land measuring 38 (thirty eight) decimal out of 56 decimal comprised in C.S. Dag No. 1286, R.S./L.R. Dag No. 1405 under C.S. Khatian No. 143 lying and situated at Mouza - Jatragachi, J.L No. 24 Police Station - New Town (formally Rajarhat), Additional District Sub-Registration Office at Rajarhat within the local limits of Jyangra-Hatiara 2No. Gram Panchayet, in the

Hasyabandan Mondal

K. D. DEVELOPER

Krishnendu Ghosh

Partner

K. D. DEVELOPER

Debasis Biswas

Partner

District - North 24 Parganas **totaling to** land measuring 51 (fifty one) decimal to Hasyabandan Mondal (Owner herein).

- 5.1.2 **Record by Hasyabandan Mondal:** After getting the same the said Hasyabandan Mondal recorded his name in the record of the L.R Settlement in L.R Khatian No.1036 in respect of the aforesaid property.
- 6 **Desire of Development of the Land & Acceptance:** The said Hasyabandan Mondal, owner herein express his desire to develop the aforesaid plot of land morefully described in the First Schedule hereunder written by Constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Owner have decided to enter into this present Development Agreement with the Developer herein for the for the land mentioned above and explain the First Schedule herein under written.
- 7 **Registered General Power of Attorney:** For the smooth running of the said project, the owner herein agreed to execute a registered Power of Attorney, by which the Owner herein have appointed and nominated the said Debasis Biswas and Krishnendu Ghosh Partners of M/S K. D. Developer herein, as their Constituted Attorney to act on behalf of the Landlord.
- 8 **Definition:**
- 8.1 **Building:** Shall mean multi storied building so to be constructed on the project property.
- 8.2 **Common Facilities & Amenities :**Shall mean entrance of the building, Pump Room, overhead water tank, water pump & Motor, lift and lobby area (if Any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 **Saleable Space:** Shall mean the space within the building, which is to be available as unit/flat/shop/garage for independent use and occupation in respect of owners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Owners Allocation:** Shall mean the consideration against the Project by the Owner morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation:** Shall mean all the remaining area of the proposed multistoried building excluding Owners Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect/Engineer:** Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer :** With its grammatical variations shall include transfer by possession and by any other means of adopted for effecting what is under the Owners as a transfer of space in the said building to intending purchasers thereof.
- 8.8 **Building Plan:** Shall mean such plan or revised sanctioned plan for construction of the multi storied building, which will be sanctioned by the concerned authority.
- 8.9 **Buit up Area (For any Individual Unit) :** Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area

Hasya Bantan Mondal.

K. D. DEVELOPER  
Krishnendu Ghosh  
Partner

K. D. DEVELOPER  
Debas Biswas  
Partner

covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

8.10 **Covered Area (For any Individual Unit)** : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift and lift area (if any).

8.11 **Super Built Up Area: (For any Individual Unit)** : Here super built up area means the total covered area plus 25% service area

## 9 OWNERS RIGHT & REPRESENTATIONS:

9.1 **Indemnification regarding possession & Delivery:** The Owners is now seized and processed of and /or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physically as well as identical possession to the developer to develop the project property.

9.2 **Free from Encumbrances:** The Owner also indemnify the project property is free from all encumbrances and the Owner has marketable little in request of the Said premises.

## 10 DEVELOPERS RIGHT

10.1 **Authority of the Developer:** The Developer shall have the authority to deal with the property in terms of this present Agreement or negotiate with any person or persons or enter into any contract or Agreement or borrow money or take advance against their allocation or acquired right under these agreement.

10.2 **Right of Construction:** The Owners hereby grant permission an exclusive right to the Developer to build new building upon the project property.

10.3 **Construction Cost:** The Developer shall carry total construction work of the present building at their own cost and expences .No liability on account of Construction cost will be charged from the Owners Allocation.

10.4 **Sale Proceeds of Developers Allocation:** The Developer will take the sale proceeds of Developer's Allocation exclusively.

10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession area will be taken by the Development and the agreement with the intending purchaser will be signed by the Developer and on behalf of the Owners as a Registered Power of Attorney holder .All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own name but without creating any liability on the Owners.

10.6 **Selling Rate:** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Owners.

10.7 **Profit & Loss:** The profit & Loss earned by the project will be entirely received or bourn by the Developer and no amount will be adjusted from the Owner's Allocation on account6 of loss or vice versa on account of profit from Developer's Allocation.

10.8 **Possession to the Owner:** On competition of the project the developer will handover undisputed possession of the Owner's Allocation .Together with all rights of the common facilities and amenities to the Owners with Possession

*Hasya Badam Mondal*

K. D. DEVELOPER  
*Mishwonder Hasa*

Partner

K. D. DEVELOPER  
*Badam Princy*

Partner

Letter and will take release from the Owners by executing a registered Deed of release.

- 10.9 **Possession to the Intending Purchaser** On completion of the project the Developer will handover Possession to the intending Purchaser, possession letter will be signed by the Developer as the representative and power of attorney holder of the Owner.
- 10.10 **Deed of Conveyance:** The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney holder of the Owner.
11. **CONSIDERATION:**
- 11.1 **Permission against Consideration:** The Owner grants permission for exclusive right to construct the proposed building in consideration of Owners' Allocation to the Developer.
12. **DEALING OF SPACE IN THE BUILDING:**
- 12.1 **Exclusive Power of Dealings of Owners:** The Owner shall be entitled to transfer or otherwise deal with Owner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the owner's Allocation.
- 12.2 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusively right to transfer any right, claim, interest therein irrespective of the Owners and the Owners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation .
13. **POWER AND AUTHORITY:**
- 13.1 **Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.
- 13.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation described in Third Schedule below.
- 13.3 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 13.4 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

Hazifa Badian Mondal

K. D. DEVELOPER

Wishwender Singh

Partner

K. D. DEVELOPER

Debanjita

Partner

14 **NEW BUILDING:**

- 14.1 **Completion of Project:** The Developer Shall at their own cost construct and complete the proposed building with good and standered materials may be specified by the Engineer of the developer from time to time.
- 14.2 **Installation of common Amenities :** The Developer Shall install and erect in the building at Developer's own cost and expenses, pump water, Storage tank, overhead reservoir, electrification, permanent electric connection from the CESCLtd/WBSEDCL and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 14.3 **Architect Fee Etc:** All cost charges and expenses including Architects Fee, Engineer's Fee, Plan/revised Plan charges, Supervision charges etc shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context and in this respect as well as in this account.
- 14.4 **Panchayet Taxes & Other taxes of the Property:** The Owners shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement .and after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of competition of the construction and allocation.

From the date of completion and allocation of the floor area between the Owner and the Developer, the Panchayat taxes payable for the said property shall be bourne in proportionate of area of Developer and area of Owner, by the Developer and/or their nominees and the Owner and /or his nominee/nominees respectively.

- 14.5 **Upkeep Repair & Maintenance:** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply, sanitation and other fittings and fixtures ,storage and rendering common service to the buyer and occupiers of the said premises or any part or portions thereof.

15 **PROCEDURE OF DELIVERY OF POSSESSION TO OWNER:**

- 15.1 **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Owner requiring the Owner to take possession of the Land owner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet being provided to that effect.
- 15.2 **Payment of Panchayet Taxes:** Within 30 days of possession of Owner's Allocation and at all times there after the Owner shall be exclusively responsible for payment of all Panchyet and property Taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owner's Allocation only.
- 15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Owner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owner's Association, the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurance of the building, water, fire, and damaging charges and taxes ,light, sanction and maintenance, occasional repair and renewal charges for the

Hasya Baskin Mondal

K. D. DEVELOPER  
Kishorendra Chakraborty  
Partner

K. D. DEVELOPER  
Debanjita Mondal  
Partner

collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installation, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

**16 COMMON RESTRICTION:**

- 16.1 Restriction of Owner and Developer in common : The Land owner's Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building, which shall include as follows :-
- 16.1.1 Neither Party shall use or permit to be used the respective Allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, bylaws, rules and regulations of the Government statutory bodies and /or local bodies as the case may and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws bylaws and regulations
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes, and other fittings and fixtures and appurtenances 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 of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other places of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in compound corridor or any other portion or portions of the building.
- 16.1.8 The Owner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Owner's 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, cleaning, lightening and keeping in order the purpose of pulling

*Hiranya Babson Mondal*

**K. D. DEVELOPER**  
*Kishorendra Besh*

**K. D. DEVELOPER**  
*Rebanj Mawaj*



down repairing, maintaining, and testing drainage and pipes electric wires and for any similar purpose.

**17 OWNER'S OBLIGATIONS**

**17.1 No Interference:**

The Owner hereby agrees and covenants with the Developer :

Not to cause any interference or hinderence in the construction of the building by the Developer.

Not to do any act, deed of thing, whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the building.

Not to let out, grant, lease, mortgage and /or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

**18 DEVELOPER'S OBLIGATIONS :**

**18.1 Time Schedule of Handing Over Owner's Allocation:** The Developer hereby agrees and covenants with the Owner to handover Owner's Allocation (more fully described in the second schedule hereunder written) within 60 (Sixty) months from the date of Registration of this Agreement. The Owner also permit the Developer a grace period of 6(Six) months more to handover the Owner's Allocation.

**18.2 No Violation :** The Developer Hereby agree and covenant with the Owner not to violate or contravene any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Owner is prevented from enjoying, selling assigning and/or disposing of any Owner's Allocation in the building at the said premises vice versa.

**19 OWNER'S INDEMNITY :**

**Indemnity:** The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbance provided the Developer perform and fulfill the terms and conditions herein contained and /or its part to be observed and performed.

**20 DEVELOPER'S INDEMNITY:**

The Developer hereby undertake to keep the Owner

Indemnified against third party claiming and actions arising out of anyn sort of act of occupation commission of the Developer in relation to the construction of the said building.

Against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or

*Hasya Baiden Mondel*

**K. D. DEVELOPER**

*Kishorender Bask*

Partner

**K. D. DEVELOPER**

*Reban Mica*

Partner

41 **MISCELLANEOUS:**

- 21.1 **Contract Not Partnership:** The Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Owner and the developer in any manner nor shall the parties hereto be constituted as association of persons.
- 21.2 **Not specified Premises:** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds ,matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner related to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such legal acts, deeds, matters, and things as and when required and the Owner shall execute any such additional power of attorney and/or authorization as may be required by the developer for any such purposes and the Owner also undertakes to sign and execute all such additional application, and other documents as the cause may be provided that all acts, deeds, matters, and things do not in any way infringe on the rights of the Owner and /or against the spirit of these presents.
- 21.3 **Not Responsible :** The Owner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payments of the same and keep the Owner indemnified against all actions, suits, proceedings costs, charges and expenses in thereof.
- 21.4 **Process of Issuing Notice :** Any notice required to be given by the developer to the Owner shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the Developer by the Owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the Developer.
- 21.5 **Formation of Association:** After the completion of the said building and receiving peaceful possession of the allocation, the Owner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building:** The Name of the building shall be given by developer in due course.
- 21.7 **Right to borrow Fund :** The Developer shall be entitled to borrow money at his/their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Owner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Owner nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation:** The Owner delivered all the Xerox copies of the original title deeds relating to the said premises .If it is necessary to produce original documents before any authority for verification, the Owner will bound to produce documents in original before any competent authority for inspection.

Hansraj Bhardwaj Mandal.

K. D. DEVELOPER

Wishwender Ghosh  
Partner

K. D. DEVELOPER

Rebani Princy  
Partner

22. **FORCE MAJEURE**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure

Force Majeure shall mean flood, earthquake, riot war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

23 **DISPUTES:**

Dispute or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (Collectively Disputes) shall be referred to the arbitral Tribunal and finally resolved by arbitration under the arbitration & conciliation Act, 1996, with modification made from time to time. In this regard, the parties irrevocably agree that:

**Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of one arbitrator, who shall be an advocate, to be nominated jointly by the Legal Advisor of the Developer and Owner.

**Place :** The Place of arbitration shall be under the absolute Jurisdiction

**Binding Effect :** The Tribunal shall have summery power and be entitled to give interim awards /directions regarding the disputes and shall have further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the Law. The interim /final award of the Arbitral Tribunal shall be binding on the Parties.

24 **JURISDICTION :**

In Connection with the aforesaid arbitral or legal proceeding under the District Judge's court, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all action and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of Land)**

ALL THAT piece and parcel of (1) Shali land measuring 2 (two) decimal comprised in C.S. Dag No. 1281, R.S./L.R. Dag No. 1399, under C.S. Khatian No. 291, (2) Bastu land measuring 11 (eleven) decimal out of 35 decimal comprised in C.S. Dag No. 1283, R.S./L.R. Dag No. 1401 under C.S. Khatian No. 423, and (3) Shali land measuring 38 (thirty eight) decimal out of 56 decimal comprised in C.S. Dag No. 1286, R.S./L.R. Dag No. 1405 under C.S. Khatian No. 143 all are under L.R. Khatian No. 1036 in Mouza - Jatragachi, J.L No. 24 Police Station - New Town (formally Rajarhat), Additional District Sub-Registration Office at Rajarhat within the local limits of Jyangra-Hatiara 2No. Gram Panchayet, in the District - North 24 Parganas **totaling to** land measuring 51 (fifty one) decimal. The plot of Land is butted and bounded as follows:

Harsha Baidan Mondal

K. D. DEVELOPER  
Kishorendra

D. DEVELOPER  
Debam Prasad

- ON THE NORTH** : Panchayet Road & Owner's Land.  
**ON THE SOUTH** : R.S. Dag Nos. 1405 & 1731.  
**ON THE EAST** : Khagendra Naskar & Ors. and R.S. Dag Nos. 1398, 1406.  
**ON THE WEST** : Owner's Land and R.S. Dag Nos. 1402, 1401, 1731.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**OWNER'S ALLOCATION** : The Owner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:

The Owner's Allocation will be allotted as follows:

1. The Owner will get 46% (Forty Six Percent) of the Constructed area in form of self contained flats/garages including proportionate share of common area, common facilities and common amenities in the proposed building including advertisements, neon sign boards, hoardings, logos and others.

Later on, after preparation of the floor Plan, the flats & garage will be demarcated in the Floor Plan will be supplied to the Owner along with a Supplementary Development Agreement (if any) denoting the flat & garages within the purview of their Owner's Allocation.

2. The Owner will also get Rs 40,00,000/- (Rupees forty lac ) only as refundable/~~adjustable~~ security deposit out of which Rs.25,00,000/- (Rupees twenty Five lac) only payable by the Developer at the time of signing and executing of this present Agreement and simultaneously at the time of signing and executing Registered Power of Attorney in favour of the Developer and rest of Rs.15,00,000/- (Rupees fifteen lac) only payable by the Developer after obtaining the Sanction Plan.

It is settled that the aforementioned security deposit will be refunded by the Owner before receiving his Owner's Allocation.

3. It is also settled that except the Owner's Allocation as described above, the Owner will not get any area for the construction for the multi storied building, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the Developer.
4. The flat will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
5. The Owner will also give permission to amalgamate the land with his neighbor's plot of land. The area of Owner's allocation receivable by the Owner as described above will be calculated on the basis of the proportionate holding by the owner on the project land.

Harysya Badan Mondal.

Harysya Badan Mondal.

K. D. DEVELOPER  
Withunwonderabek

K. D. DEVELOPER  
Debanjini

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Developer's Allocation)**

**DEVELOPER'S ALLOCATION** : Shall mean all the remaining portion of the entire constructed building (excluding Owner's Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of property Act and /or lease, let out, or in any manner may with the same as the absolute owner thereof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Specifications)**

**STRUCTURAL WORKS:**

- 1     **STRUCTURE** : Building designed with R.C.C Frame structure which rest on individual column, design approved by the competent authority.
- 2     **EXTERNAL WALL**: 8" thick brick wall and plastered with cement mortar.
- 3     **INTERNAL WALL**: 5" / 3" thick brick wall and plastered with cement mortar.
- 4     **FLOORING** : Flooring is of Marble/Floor Tiles.
- 5     **BATHROOM**: Bath room fitted upto 5'-6" height with white glazed tiles of standard brand.
- 6     **KITCHEN** : Cooking platform and sink with tap will be of Black Stone 2'-6" height glazed white standard , tiles above the platform to protect the oil spot.
- 7     **TOILET**: Toilet of Indian type/commode ,all with PVC Cistern .All fittings are in standard type One White Wash basin will be fixed in dining space of flat.
- 8     **DOORS**: All Doors are wooden frame & flush doors. .Standard lock and peep hole on main entrance door.
- 9     **WINDOWS**: Aluminum channel window with full glass panel and good quality grill will be provided in the windows.
- 10    **WATER SUPPLY**: Water supply around the clock is assured for which necessary Submersible Pump will be installed.
- 11    **PLUMBING**: Toilet Concealed wiring with two bibcock ,one shower in toilet ,all fittings are standard quality.
- 12    **VARANDAH** : Verandah grill (half) will be fully covered .
- 13    **LIFT** : Four persons capacity lift will be provided in the project.

Harsha Baidan Mondal

K. D. DEVELOPER

Vishwanath Babish

D. DEVELOPER

Reban M W M  
Partn

**ELECTRICAL WORKS:**

- 1 Full concealed wiring with copper wire.
- 2 In Bed Room: two light points ,only one 5 amp plug , one fan point and one AC Point.
- 3 Living /Dinning Room : two light points ,one fan points ,one 15 amp plug points , one 5 amp plug point, (as per required location)
- 4 Kitchen : One light point, one exhaust fan point and one 15 amp plug point.
- 5 Toilet : One light point ,one exhaust fan point, one Geyser point in one toilet.
- 6 Varandah: One light point and one 5 amp plug point.
- 7 One light point at main Entrance.
- 8 Calling bell: Calling bell points at the main Entrance.

**PAINTING:**

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

**EXTRA WORK:** Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

Haryn Badan Mandal.

K. D. DEVELOPER

Kishorendra Babu

Partner

D. DEVELOPER

Debanjini

Partner

IN WITNESS WHEREOF The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of

1 MD. Khairul Anam

S/O - ZINMAT ALI

Vill - JATTRAGACHI - PO - GHUMNI

P.S - NEW TOWN - KI 2 - 157

2 Radhe Shyam Mandal  
S/O - Hasya badan Mondal

vill - Jattragachi

P.O - Ghumni

P.S - NEW TOWN

KOL - 157

Hasya Badan Mondal,

[Hasyabandan Mondal]

Owner

Drafted by -

Bhela Nathi Saha  
Advocate, WIR/303/1973  
Kol. Highcourt.

K. D. DEVELOPER

Debarin Mishra

Partner

K. D. DEVELOPER

Wishamender Ghosh

Partner

Developer

MEMO OF CONSIDERATION

Received Rs.25,00,000/- (Rupees twenty five lac) only from the Developer on this day of execution of this Agreement to be adjustable from and within my/Owner's Allocation to be constructed mentioned in this Agreement.

Hasya Badan Mondal.

[Hasyabandan Mondal]













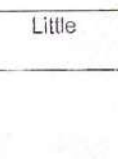
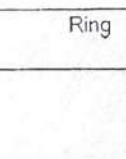
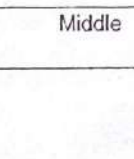
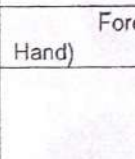
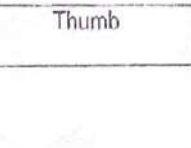







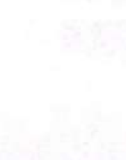

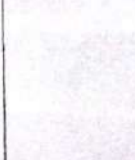

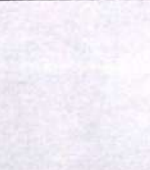




Owner

Witnesses :-

1. D. K. Chaitanyam  
 S/O - ZINRAT A21  
 NR - JATTRAGACHI - P-8 - BHAUM  
 P-8 - NEW TOWN - Kol - 157
2. Radhe Shyam mandal  
 S/O - Hasya badan Mondal  
 Vill - Jattragachi  
 P-0 - Ghundi  
 P-5 - New Town  
 Kol - 157





# SPECIMEN FORM TEN FINGER PRINTS







Sl. No.	Photo/Signature of the executants and/or Presentants					
	 <i>Harsya Badam Mondal</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Debansu Mishra</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 <i>Abhishek Chandra</i>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas**  
**Signature / LTI Sheet of Serial No. 09490 / 2014, Deed No. (Book - I , 08630/2014)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Hasyabandan Mondal Jatragachi, Thana:-New Town, P.O. :-Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Pin -700157	 01/08/2014	 LTI 01/08/2014	Hasya Bandan Mondal. 01/08/14

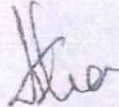
II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Hasyabandan Mondal Address -Jatragachi, Thana:-New Town, P.O. :-Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Self	 01/08/2014	 LTI 01/08/2014	Hasya Bandan Mondal.
2	Debasis Biswas Address -Bajetaraf, Thana:-Rajarhat, P.O. :-Sikharpur, District:-North 24-Parganas, WEST BENGAL, India,	Confirming Party	 01/08/2014	 LTI 01/08/2014	Debasis Biswas
3	Krishnendu Ghosh Address -Sulongori, Thana:-New Town, P.O. :-Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157	Confirming Party	 01/08/2014	 LTI 01/08/2014	Krishnendu Ghosh

**Name of Identifier of above Person(s)**  
 Radhe Shyam Mondal  
 Jatragachi, Thana:-New Town, P.O. :-Ghuni,  
 District:-North 24-Parganas, WEST BENGAL, India, Pin  
 -700157

**Signature of Identifier with Date**

Radhe Shyam Mondal  
01/08/14

  
 Additional District Sub-Registrar  
 Rajarhat, New Town, North 24 Parganas  
 (Debasish Dhar)  
 Additional District Sub-Registrar  
 Office of the A.D.S.R. RAJARHAT



Government Of West Bengal  
Office Of the A.D.S.R. RAJARHAT  
District:-North 24-Parganas

Endorsement For Deed Number : I - 08630 of 2014  
(Serial No. 09490 of 2014 and Query No. 1523L000015650 of 2014)

On 01/08/2014

**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.

**Payment of Fees:**

Amount by Draft

Rs. 44010/- is paid , by the draft number 123452, Draft Date 26/07/2014, Bank Name State Bank of India, CHINAR PARK, RAJARHAT, received on 01/08/2014

( Under Article : B = 43989/- ,E = 21/- on 01/08/2014 )

**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.-1,85,57,569/-

Certified that the required stamp duty of this document is Rs.- 40021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 40021/- is paid , by the draft number 123451, Draft Date 26/07/2014, Bank : State Bank of India, CHINAR PARK, RAJARHAT, received on 01/08/2014

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

Presented for registration at 11.40 hrs on :01/08/2014, at the Office of the A.D.S.R. RAJARHAT by Hasyabandan Mondal , one of the Executants.

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

Execution is admitted on 01/08/2014 by

1. Hasyabandan Mondal, son of Sashi Bhushan Mondal , Jatragachi, Thana:-New Town, P.O. :-Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste Hindu, By Profession : Retired Person
2. Debasis Biswas  
Partner, M/s. K. D. Developer, Salua Roypara, Thana:-Airport, P.O. :-R. Gopalpur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136.  
, By Profession : Business
3. Krishnendu Ghosh  
Partner, M/s. K. D. Developer, Salua Roypara, Thana:-Airport, P.O. :-R. Gopalpur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136.  
, By Profession : Business

Additional District Sub-Registrar  
New Town, North 24 Parganas

01 AUG 2014

( Debasish Dhar )  
Additional District Sub-Registrar  
EndorsementPage 1 of 2




Government Of West Bengal  
Office Of the A.D.S.R. RAJARHAT  
District:-North 24-Parganas

Endorsement For Deed Number : I - 08630 of 2014  
(Serial No. 09490 of 2014 and Query No. 1523L000015650 of 2014)

Identified By Radhe Shyam Mondal, son of Hasya Badan Mondal, Jatragachi, Thana:-New Town,  
P.O. :-Ghuni, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By  
Profession: Others.

( Debasish Dhar )  
Additional District Sub-Registrar

  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24 Parganas.


01 AUG 2014

( Debasish Dhar )  
Additional District Sub-Registrar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 14  
Page from 816 to 836  
being No 08630 for the year 2014.



  
(Debasish Dhar) 01-August-2014  
Additional District Sub-Registrar  
Office of the A.D.S.R. RAJARHAT  
West Bengal