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अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

E 020251

9-7724/18

Certified that the Endorsement  
shown in the Signature Sheet  
attached to this document  
are part of the Document.

Amal Kumar Mondal  
alias  
Jyopal Chandra Mondal

Susmita Paul Mondal.

M/S. SAMANTA HOUSING DEVELOPER  
Debasis Samanta  
PARTNER

  
District Sub-Registrar  
BARDHAMAN

22 MAY 2018

**AGREEMENT FOR DEVELOPMENT OF LAND**

PROPERTY SITUATED WITHIN THE  
DISTRICT OF PURBA BARDHAMAN  
POLICE STATION BARDHAMAN  
UNDER RADHANAGAR MOUJA OF VALUE RS. 35,00,000/-  
AND GOVERNMENT ASSESSED VALUE RS. 38,18,185/-



THIS DEED OF AGREEMENT MADE ON THIS 22<sup>ND</sup> DAY  
OF MAY, 2018

BETWEEN

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ক্রমিক নং ২২৬৭ তার ২৭.৫.১৮  
 ডেডার নাম Amal K Mandal @ Gopal & Mandal & Otho.  
 ঠিকানা Bulbhan.  
 মূল্য ১০০০/-  
 বর্ধমান ১ম ওয়ার্ড কোর্ট নং ২০.৪.১৮  
 স্ট্যান্ডার্ড ডেডার-সমীপ চ্যাটার্জী  
 বডমোব এ.ডি.এস.আর অফিস  
 মহিলা নং-০২ (০৪-০২)



স্বাক্ষর

সমীপ চ্যাটার্জী

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Additional District Sub-Registrar  
 BURDWAN

22 MAY 2018



Amal Kumar Mondal  
alias  
Gopal Chandra Mondal

Sumita Rani Mondal,

M/S. SAMANTA HOUSING DEVELOPER  
Debasis Samanta  
PARTNER

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1. **SRI AMAL KUMAR MONDAL @ SRI GOPAL CHANDRA MONDAL, PAN: AEBPM9562N**, son of Late Banwarilal Mondal,
2. **SMT. SUMITA RANI MONDAL, PAN: AFDPM2507G**, wife of Sri Amal Kumar Mondal @ Sri Gopal Chandra Mondal, Both are by faith Hindu, by Nationality Bharatiya, by occupation business, resident of Birhata, Kalitala, Bardhaman, P.O. & P.S. Bardhaman, District Purba Bardhaman, PIN 713101, hereinafter referred to as "**FIRST PARTY / LAND OWNER**" (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representatives, and assigns) **OF THE FIRST PART.**

**AND**

**"M/S SAMANTA HOUSING DEVELOPER" PAN: ADBFS1519A**, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman, PIN 713421, represented by its Partner,

**SRI DEBASIS SAMANTA**, son of Sri Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, District - Purba Bardhaman, PIN 713103, hereinafter referred to as **SECOND PARTY/**

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22 MAY 2018



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Anil Kumar Mondal  
alias  
Gopal chandra Mondal  
Sunita Devi Mondal

M/S. SAMANTA HOUSING DEVELOPER

Debasis Samanta  
PARTNER

**DEVELOPER** (which expression shall, unless excluded by or repugnant to the context, deemed to include his legal heirs, executors, administrators, legal representatives, successor in interest and assigns) **OF THE OTHER PART.**

**OWNERSHIP OF LAND, DEVOLUTION OF TITLE**

**WHEREAS** 'A' schedule plot of land was under the ownership of Indra Narayan Dube and his name was properly been recorded in the R.S.R.O.R. and during his possession and enjoyment of the property he has died living behind his wife Durlava Sundari Dube and only son Narayan Dube and being the absolute owner as the legal heir of Indra Narayan Dube, said Durlava Sundari Dube and Narayan Dube have transferred their respective share of property as mentioned in schedule A in this deed on 22.05.1957 and such transfer has been completed by execution of a sale deed which has been registered before the office of D.S.R. Bardhaman with endorsement as Deed No. 3972 of 1957 and such transfer has been completed in favour of Kishori Mohan Mukhopadhyay and subsequently under Khatian, No. 1636 of R.S.R.O.R. being plot No. 7039/7539 has been recorded in the name of said Kishori Mohan Mukherjee and by getting sanctioned plan form Bardhaman Municipality, said Kishori Mohan Mukherjee has constructed a building thereon and enjoy the same without getting any hindrance from anyone.

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**Additional District Sub-Registrar  
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**22 MAY 2018**



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Analkumar Mondal  
alias  
Jyopalchandra Mondal  
Sumita Rani Mondal

M/S, SAMANTA HOUSING DEVELOPER

Subash Samanta  
PARTNER

**AND WHEREAS** during enjoyment of the property by Kishori Mohan Mukherjee, one Nihar Bala Devi has filed a partition suit before the Court of Civil Judge Senior Division with endorsement the number as 181 of 1968, subsequently which transferred before the Court of Additional Sub Judge with endorsement as re-numbered as 87 of 1970, where in the said suit, the A schedule property has been included erroneously, but in the decree in the said by solenama, the A schedule property declared as personal property of Kishori Mohan Mukherjee.

**AND WHEREAS** during the possession and enjoyment of the property Kishori Mohan Mukherjee has died living behind Sri Ashok Mukherjee as the son, Nivanani Devi as the wife and Manju Banerjee as the daughter who have become the owner in respect of the A schedule property by inheritance and being the absolute owner said legal heirs of Ashok Kumar Mukherjee has transferred the A schedule property in favour of present Land Owner by way of execution of a sale deed which has been registered before the office of Registrar of Assurance at Calcutta on 13.07.1995 with endorsement as Deed No. 1781 of 1995 and during preparation of the deed, a typical mistake has been occurred in respect of area of land which has been typed as "0.07 shatak" and such has been corrected by registered Declaration Deed vide Deed No. 2942 of 2016 of Additional Registrar of Assurance, Kolkata. After purchasing the property present land owner Sumita Rani Mondal

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and Amal Kumar Mondal @ Gopal Chandra Mondal have mutated their name in the L.R.R.O.R.

**DESCRIPTION OF RECORD OF RIGHT**

**WHEREAS** the schedule property according to R.S.R.O.R was under rayati swatwa of Ashok Kumar Mukherjee under Khatian No. 1636 and in the L.R.R.O.R, the properties is under rayati swatwa of Smt. Sumita Rani Mondal and Sri Amal Kumar Mondal @ Gopal Chandra Mondal under Khatian No. 7892 and 7893 respectively, L.R. Plot No. 5861, classification of land Bastu and the rent has been paid upto the period of 1423 B.S., while in the Municipal register the name of the land owners have been recorded under Holding No. 110 within Kalibazar Mahalla under Ward No. 09 of Bardhaman Municipality.

**ACCORDING TO TITLE & R.O.R**

**WHEREAS** the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

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Amal Kumar Mondal  
Gopal Chandra Mondal  
Sumita Rani Mondal

M/S. SAMANTA HOUSING DEVELOPER

Albani Samanta  
PARTNER



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Additional District Sub-Registrar  
BURDWAN

22 MAY 2018



Amal Kumar Mondal  
Alice  
Gopel Chandra Mondal  
Sumit Ranj Mondal

M/S. SAMANTA HOUSING DEVELOPER

*Debasis Samanta*  
PARTNER

### INTRODUCTION OF DEVELOPER

**WHEREAS** the developer is acquainted as 'FIRM' namely **M/S SAMANTA HOUSING DEVELOPER**, who already introduced own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

**AND WHEREAS** the second party developer hearing the dream of first party from their close circle and approach to the first party to allow the Second Party, to develop the land particularly mentioned and described in the first and/or "A" schedule hereunder according to sprouted dream of both parties.

**AND WHEREAS** both the parties, after knowing all status of each other i.e. right, title, interest of land and pecuniary capacity of second party and being satisfied in respect of capability of Second Part and right, title and interest of land of the First Part as vice-versa, the first party / land owner has agreed to authorize the developer to develop the said land by constructing new multistoried buildings as commercial cum residential flat as ownership basis according to sanctioned plan, which shall sanction by Barddhaman Municipality, by doing shake their hands in a form of agreement with some terms and conditions.

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Amal Kumar Mondal  
Sri Gopalchandra Mondal  
Sumita Rani Mondal

M/S. SAMANTA HOUSING DEVELOPER  
Sobhis Samanta  
PARTNER

**AND WHEREAS** the parties, for the purpose of avoiding all such future dispute and difference between them, desire to put all such terms and conditions in written in this Deed of agreement.

**IN THIS AGREEMENT UNLESS THERE IS ANYTHING TO THE SUBJECT OR CONTEXT**

1. a) **LAND OWNER/ FIRST PARTY** shall mean **SRI AMAL KUMAR MONDAL @ SRI GOPAL CHANDRA MONDAL AND SMT. SUMITA RANI MONDAL**, and his heirs executors, administrators and legal representatives;
- b) **DEVELOPER** shall mean "**M/S SAMANTA HOUSING DEVELOPER**", a Partnership firm and its executors, administrators and legal representatives;
- c) **PREMISES** shall mean the (B+G+), according to sanction from Barddhaman Municipality, commercial cum residential building should be constructed over All that piece of land by measuring 0.070 acre and/ or 3,049.2 sq.ft. more-less area of land being R.S. khatian No. 1636, R.S. Plot No. 7039/7539 and in the L.R.R.O.R, the Khatian No. 7892 & 7893 and Plot No. 5861, classification of land Bastu, within Mouza Radhanagar, J.L. No. 39, under P.S. Bardhaman, Dist. Purba Barddhaman and being holding No. 110 within

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Additional District Sub-Registrar  
BURDWAN

22 MAY 2008



Anil Kumar Mondal  
alias  
Gopalchandra Mondal  
Sumitranij Mondal.

M/S. SAMANTA HOUSING DEVELOPERS

Subin Samanta  
PARTNER

ward No. 9, Kalibazar Mahalla under Barddhaman Municipality.

- d) **COMMON SERVICE FACILITIES AND AMENITIES** shall include roof, corridors, stair ways, landing, passage ways, Drive ways, pump room for submersible, tube well and other facilities which may mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance, and / or management of the building which is particularly mentioned and described as sixth schedule hereunder.
- e) **SALEABLE SPACE** shall mean this space in the building available for independent use an occupation after making due provision for common facilities and the space required therefore.
- f) **LAND OWNER'S ALLOCATION** shall mean - 35% over the project, by covering as prospectively, the area at ground floor (East side) by covering 637 sq.ft., one flat at 2<sup>nd</sup> floor (North-West side) by covering 536 sq.ft. one flat at 4th floor (East side) by covering 637 sq.ft., totalling as covered area as 1810 sq.ft. and 3 parking space at basement by covering 120 sq.ft. each with proportionate share in land as well as to common

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Amal Kumar Mondal  
Alicia  
Gopal Chandra Mondal  
Sumita Roal Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Subhojit Samanta  
PARTNER

facilities and amenities on prorata basis and after covering by square feet the rest allocation out of 35% would be cover by coin and such coin should be realized by land owner by proper acknowledgement, while at present as the payment of coin the land owner has received Rs. -10,00,000/- (Rupees Ten Lacs) only with proper acknowledgement.

- g) **DEVELOPERS ALLOCATION** shall mean the area on the said premises as 65% allocation in the building as well as in parking space, after 35% allocation to the land owner, with proportionate share in land as well as to common facilities and amenities on prorata basis.
- h) **BUILDING** shall mean (B+G+) commercial cum residential building and include such plan for the construction of the building, which has been sanctioned by Barddhaman Municipality.
- i) **SINGULAR** shall include plural and vice versa,
- j) **MASCULINE** shall include feminine and vice versa.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. The land owner hereby agree to entrust and hand over to the developer the work and right of development of the said

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Arnal Kumar Mondal  
alias  
Gopal chandra Mondal  
Sunita Parui Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Subash Samanta  
PARTNER

property particularly mentioned and described in the First scheduled hereunder.

2. The developer hereby agrees to develop and /or cause to be developing the said property permitted by the Barddhaman Municipality by constructing (B+G+) commercial cum residential building thereon, containing transferable residential flat, ownership basis, which is mentioned in the Second Schedule hereunder. The developer agreed that he will obtain whatever permissions are required to develop the property at his own costs and on his own responsibility but in the name of the land owner / First party and that should be completed as per norms and system of Barddhaman Municipality.
3. The developer, after perusal the documents as supplied by land owner, has been satisfied that the first party is the full and/ or absolute land owner of the said property and that the property is not subject to any mortgage, charge or any other encumbrances.
4. The developer shall not start any work of development on the said property unless the building plans are sanctioned by Barddhaman Municipality, after that the developer should complete the construction work within stipulated 40 months period with may extension as 06 months, means it would

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Anil Kumar Mondal  
Alias  
Ajay Chandra Mondal  
Sumita Pooi Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Albari Samanta  
PARTNER

be counted from the date of sanction of building plan and Developer should submit building plan within 60 days from the date of issue of site plan and it is mentioned here that if developer be fail to complete the construction within stipulated period (40 months with extended as extra 06 months accounting as 46 months) then developer should pay penalty equivalent to the rate of interest which Nationalized Bank provide for fixed deposit for the default period subject to land value as mentioned in first schedule for the then year.

**5. THE LAND OWNER AND THE DEVELOPER DO HERE BY DECLARE AND COVENANT AS FOLLOWS :-**

- Rel/*
- I) The Land owner hereby grants exclusive right to the developer to undertake new (B+G+) commercial cum residential construction in accordance with the plan, which has been sanctioned by Barddhaman Municipality, along with if any subsequent plan be sanctioned for that construction too.
  - II) The Land owner shall forthwith give permission to enter and to develop the land as mentioned in First schedule to the developer after 14<sup>th</sup> April 2019, though the deed of agreement of development has been executed as well as registered on today i.e. above mentioned date, inspite of that

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Analkumar Mondal  
Anil Mondal  
Gopal chandra Mondal  
Sumantra Rani Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Subash Samanta  
PARTNER

if any land dispute may arise, by which the construction work is faced any hurdle and damage for that, the land owner will be liable for such damage and be responsible to pay the amount, for such damaged period, equivalent to the rate of interest which Nationalized Bank provide for fixed deposit over the project cost till the removal of said hurdle.

- III) All the applications for plan and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction of building plan from the Barddhaman Municipality as well as any other purpose and all application shall be prepared and submitted by the developer on behalf of the land owner at the Developer's own costs and expenses
- IV) The Land owner shall grant to the developer a Power of Attorney as may be required for the purpose of obtaining sanction of plan and necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Barddhaman Municipality and other authorities. The said power of Attorney shall also include right of the developer to enter into agreement with the prospective purchaser who wanted to purchase the flat with right of transfer of title of respective flats for developer

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Additional District Sub-Registrar  
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Amal Kumar Mondal  
alias  
Jyoti Chandra Mondal

Sunita Rani Mondal

M/S. SAMANTA HOUSING DEVELOPER  
Sudhakar Samanta  
PARTNER

- allocation with power of execution and registration of conveyance deed in respect of the flat to the respective purchaser.
- V) Upon completion of the new building (B+G+) the developer shall put land owner in undisputed possession in respect of owner's allocation together with property share in land along with the right in common to the common facilities and amenities, which is particularly mentioned in the third schedule hereunder written.
- VI) That in case of conveyance deed for the purpose of transfer of title and possession of each flat of owner's allocation, both the parties i.e. land owner and developer shall execute as well as make registration of the same by arrange of all intending purchaser.
- VII) The developer shall at its own cost construct and complete the new building (B+G+) at the said land in accordance with the sanctioned plan with confirming such specifications as are mentioned in the fifth schedule hereunder written.
- VIII) The developer shall install, in the said building at its own cost, pump operated deep tube well, water storage tanks overhead reserver, electric wiring and installations of separate transformer and other facilities are required to, in the new building constructed for sale of flats therein as ownership basis.

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National District Registrar  
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Anil Kumar Mondal  
alias  
Ajay Mondal  
Munira-Roan Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Satish Samanta  
PARTNER

IX) As from the date of making over possession of first schedule land the Municipal rates and taxes and Govt. rent and also other outgoings, in respect of the said property and till such time as the possession of the land owner's allocation is made, shall be borne and paid by the developer and all outstanding dues on account of Municipal rates and taxes and Govt. rent as also other outgoings up to the date of handing over possession before construction shall remain the liability of the land owner and shall be borne by the land owner and after completion of project and delivery of possession of the flat to each transferee the all rent and taxes shall be borne by all flats owner.

6) **IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER AND DEVELOPER AS FOLLOWS:-**

1) As soon as the building is completed, the developer shall hand over the possession in respect of the flat and parking space as mentioned in land owner's allocation in favour of the land owner and thereafter the land owner shall be exclusively responsible for payment of all Municipality and Property Taxes, rates, duties and other public outgoings and imposition whatsoever payable always that the said rates to be apportioned prorate with reference to the said portion with apportioned prorate with all flat owners after making an association by all flat owners.

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Anil Kumar Mondal  
alias  
Gopal Chandra Mondal  
Sunita Rani Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Subrata Samanta  
PARTNER

- II) The Land owners shall not do any act or deed or thing whereby the developer shall be prevented from construction and completion of the said building.
- III) Neither party shall be use nor permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other purchasers/ occupiers of the apartments or the buildings.
- IV) Neither party shall thrown or accumulate any dirt, rubbish, waste or refuse or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors, or any other portion or portions of the said premises.
- V) That the allottee in respect of each flat shall have right to take loan from any finance authority by charging only his own flat.
- VI) That neither the land owner nor the developer shall have right to make separate his own allocation by doing partition of the building.
- 7) **THE LAND OWNER HEREBY AGREES AND COVENANT WITH THE DEVELOPER AS FOLLOWS:-**
- 1) The Land owner shall not make any obstruction or interference with the developer in the construction of the building and said premises by the developer.

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22 MAY 2019



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Anil Kumar Mondal  
alias  
Gopal Chandra Mondal  
Sumita Raai Mondal.

M/S. SUMITA HOUSING DEVELOPER

Suban Senante  
PARTNER

- II) The Land owner shall co-operate with the developer in assigning for selling and/or disposing of the developer allocation portion.
- III) The Land owner shall execute all such deeds of agreement for sale and sale concerning developer's allocation.
- IV) That if any land dispute may arise for which the project may delay and to short out the matter under compulsion the developer take steps with pay the charges for which all expenses shall be adjusted by the land owner with land owners' allocation of the project.
- 8) THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LAND OWNER AS FOLLOWS :**
- i) To complete the construction of the building within 46 months from the date of sanctioned building plan by Barddhaman Municipality
- ii) Not to transfer and/or assign the benefits of this agreement.
- iii) Not to violate or contravene any rule of concern authority which applicable to construction of the said building.
- iv) Not to part with possession of each flat of the building thereof unless possession of the flat and parking space, as mentioned in land owner's allocation, is delivered to the land owner provided however it will not prevented the developer from entering into any agreement for sale or transfer or deal with the developer's allocation.

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Anil Kumar Mondal  
Siblings  
Jyotsna Chandra Mondal  
Sumita Rani Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Subash Samanta  
PARTNER

- v) Not to sell the said land particularly mentioned and described in the first schedule hereunder written and not to execute any deed of conveyance directly in favour of any third party in respect of developer's allocation and the developer shall have no right to charged the first schedule property to any finance authority.
- vi) It is indemnified by the developers that the land owner shall not be responsible for any bad work man ship of the developer or any construction being done by the developer deviating from the sanctioned plan by Barddhaman Municipality.
- vii) To keep the land owner indemnified against all third party claims and actions arising out of any sort of act of commission of the developer in relation to the construction of the said building as well as any labour problem during period of construction.
- viii) To keep the land owner indemnified against all actions suits costs proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.
- 9) **MUTUAL COVENANTS AND INDEMNITIES:-**
- i) Developer shall obtain vacant condition and position of the said property mention in the first schedule hereunder, from

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Additional Deputy Registrar  
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Anil Kumar Mondal  
alias  
Gopal chandra Mondal  
Sumita Ranil Mondal.

M/S. SAMANTA HOUSING DEVELOPER  
PARTNER  
Subash Samanta

the land owner on and from 14<sup>th</sup> April 2019 along with proper documents of title, possession and Record of Right and the developer shall take all necessary steps for sanction of site plan as well as building plan from Bardhaman Municipality, in respect of 'A' schedule property.

- ii) The land owner as well as developer shall not be liable for any income tax, wealth tax or any other taxes in respect of the developer's and/or land owner's allocation which shall be the liability of the developer as well as land owner by keeping to each other, indemnified against all actions suits proceedings costs, charges and expenses in respect thereof as vice versa.
- iii) The developer and the land owner shall mutually frame, scheme for the management, administration of the said building and/or common parts thereof and agree to abide by all the rules and regulations to be framed by any society/ Association and/or any other Organization of the affairs of the building and/or common part thereof as per West Bengal apartment ownership Act'1972.
- iv) The name of the building shall be "Sharada Bhavan"
- v) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the developer by the land owner or as creating

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Anil Kumar Mondal  
alias  
Gopal Chandra Mondal  
Sunita Rani Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Subash Samanta  
PARTNER

any right, title or interest in respect thereof in favour off the developer other than exclusive license in favour of the developer to do the acts and things to develop the land, express by provided herein as also in the power of Attorney to be given for said purpose.

- vi) As from the date of completion of the building the developer and/or transferees and the land owner shall each be liable to pay and bear proportionate taxes and other charges payable in respect of their respective spaces.
- vii) If there be any acquisition take place by any office of the West Bengal Government, in respect of land and structure, therefore compensation of land will get the first party land owner and the compensation for structure will get the second party Developer, as such the awarded money would be delivered accordingly.
- VIII) That the cost of the installation of lift & transformer should be borne by the flat owners and it will be paid only to the developer.
- 10 Force majeure, the parties hereto shall not be considered to be liable for any obligation hereunder to extent that the performance of relative obligations prevented by the existence of the Force Majeure conditions i.e. flood, earth quake, riot, war storm,, tempest civil commotion strike and/ or any other act or commission beyond the contrary contract of the papers hereto.

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- 11 Each of the terms and conditions stated hereinabove shall be deemed to be the consideration of each other as generation together and/or successor in interest.
- 12 If there be any dispute may arise between the parties then the dispute shall refer to the arbitrator according to Arbitration act. And arbitrator should be selected by both parties unanimously.

**FIRST / (A) SCHEDULE**

All that piece of land by measuring 0.070 acre and/or 3,049.2 sq.ft. more-less area of land being R.S. khatian No. 1636, R.S. Plot No. 7039/7539 and in the L.R.R.O.R, the Khatian No. 7892 & 7893 and Plot No. 5861, classification of land Bastu, within Mouza Radhanagar, J.L. No. 39, under P.S. Bardhaman, Dist. Purba Barddhaman and being holding No. 110 within ward No. 9, Kalibazar Mahalla under Barddhaman Municipality.

**The property butted and bounded by :**

- NORTH : 10 ft wide concrete cement road over municipal drain.
- SOUTH : Kalibazar Road
- EAST : 10 ft wide concrete cement road over municipal drain
- WEST : House property of Kalyan Kar

*Contd. next page*

Anil Kumar Mondal  
alias  
Gopal chandra Mondal  
Sumita Ran Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Albani Samanta  
PARTNER



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Additional District Sub-Registrar  
BURDWAN

22 MAY 2018



*Anil Kumar Mondal*  
*alias*  
*Gopal chandra Mondal*  
*Sumita Ranj Mondal.*

**SECOND SCHEDULE**

The proposed (B+G+) storied building to be constructed.

**THIRD SCHEDULE**

**LAND OWNER'S ALLOCATION** shall mean - 35% over the project, by covering as prospectively, the area at ground floor (East side) by covering 637 sq.ft., one flat at 2<sup>nd</sup> floor (North-West side) by covering 536 sq.ft. one flat at 4th floor (East side) by covering 637 sq.ft., totalling as covered area as 1810 sq.ft. and 3 parking space at basement by covering 120 sq.ft. each with proportionate share in land as well as to common facilities and amenities on prorata basis and after covering by square feet the rest allocation out of 35% would be cover by coin and such coin should be realized by land owner by proper acknowledgement, while at present as the payment of coin the land owner has received Rs. 10,00,000/- (Rupees Ten Lacs) only with proper acknowledgement.

**FORTH SCHEDULE**

*Q28/a*

**DEVELOPERS ALLOCATION** shall mean the area on the said premises as 65% over the project after 35% allocation to the land owner and proportionate share in land as well as to common facilities and amenities on prorata basis.

**FIFTH SCHEDULE**

The flat as mentioned in the owner's allocation for the owner shall make

*M/S. SAMANTA HOUSING DEVELOPER*  
*Albani Samanta.*  
PARTNER

Contd. next page



C

**Additional District Sub-Registrar  
BURDWAN**

**22 MAY 2018**



Page No. : 22

Anil Kumar Mondal  
alias  
Jyotir Chandra Mondal  
Sumita Prati Mondal,

M/S. SAMANTA HOUSING DEVELOPER

Debari Samanta  
PARTNER

Specification of construction by ISI brand material

FOUNDATION(Structure)	: R.C.C. Frame (Conc. Grade M20) and Steel (Grade Fe 500)
DOORS	: Flash Door and PVC Door in Bathroom.
WINDOW	: Aluminum Channel.
GRILL	: MS Grill with Uniform design in Window , Ventilation and Varanda.
ELECTRICALS	: Conceal wearing with PVC Pipe & ISI Branded Switch and Copper wiring in every room.
FLOORING	: Total Marble flooring
TOILET	: Tiles Up to (Door Height) or 7 feet on walls white sanitary ware (ISI brand) and separate pipe of hot and normal water.
KITCHEN	: Granite stone Kitchen top with sink Anti-skid tiles, Tiles Up to 2'-0" ft. height from kitchen top.
DRIVE WAY / PARKING	: Petty Stone
ROOF.	: Roof with water resistant.
INTERNAL DESIGN	: Internal wall is with Wall Putty.
EXTERNAL DESIGN	: Elevation with aesthetically design and painting.
LIFT	: Semi Automatic Lift.

Contd. next page



*[Handwritten signature]*

Assistant District Registrar  
BURDWAN

22 MAY 2010



Page No. : 23

- WATER** : 24 hours water supplying system from the overhead tank by Submersible
- PARKING** : Parking space with cooperation of Developer and Land Owner

**N.B.** ANY EXTRA WORK EXCEPT THE ABOVE MENTIONED TERMS AND CONDITIONS OF THE ITEMS THE COST WILL BEAR BY LAND OWNER AS WELL AS PURCHASER/ FLAT OWNER WITH THE PRIOR PERMISSION OF DEVELOPER. IN CASE OF ANY EXTRA WORK THAT WOULD BE PLACED BEFORE THE DEVELOPER IN WRITTEN AND SIGNED BY THE LAND OWNER AS WELL AS PURCHASER FOR PERMISSION OF THE DEVELOPER.

#### SIXTH SCHEDULE

- i) COMMON SERVICE**
- a) Deep tube well of adequate capacity to ensure round the clock water supply.
  - b) by maintaining standard quality for the lift
- ii) Marble and/or V- tiles at stair case with proper reling.
- iii) adequate lighting system at every part of the common place.
- iv) adequate place for meter board in respect of meter to each flat owner.
- v) any extra amenities with extra cost

Contd. next page

Amal Kumar Mondal  
Special Officer  
Sumita Romi Mondal.

M/S. SAMANTA HOUSING DEVELOPER

Suban Samanta  
PARTNER



C

Additional District Sub-Registrar  
BURDWAN

22 MAY 2018



Page No. : 24

IN WITNESS WHEREOF the parties to this Deed of agreement act forth and subscribe their respective hands and scales on the day month and year above mentioned.

Witness :

1) Tapan Das.  
Kec- Ura pada Das.  
Kanchanagen,  
Burdwan.  
713102.

2) Sagalita Mondal  
Gopal Mondal  
Bishata kalitah  
Burdwan  
West Bengal - 713101

Drafted by me & typed in my office :-

Ashish K. Paul  
Ashish Kumar Paul

Advocate

Enrolment No. W.B. 1379 of 2000

Burdwan District Judges' Court, Burdwan

Computerised typed by :-

Sri Sandip Roy  
Advocate  
Burdwan District Judges' Court  
Burdwan

Amal Kumar Mondal  
Alicia Mondal  
Gopal Mondal  
Sumbha-Popoi Mondal.

M/E. SAMANTA HOUSING DEVELOPER

Subin Samanta  
PARTNER



Additional District Sub-Registrar  
BURDWAN

22 MAY 2018



Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little



Sumita Rani Mondal

SIGNATURE

Sumita Rani Mondal

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little



Anil Kumar Mondal

SIGNATURE

Anil Kumar Mondal  
alias  
Ajay Chandra Mondal

Left Hand Impression	Little	Ring	Middle	Index	Thumb
Right Hand Impression	Thumb	Index	Middle	Ring	Little

Debasis Samanta



SIGNATURE

Debasis Samanta



c

Addressal District Sub-Registrar  
**BURDWAN**

22 MAY 2018



आयकर विभाग  
INCOME TAX DEPARTMENT

AMAL KUMAR MONDAL

BAHAWARILAL MONDAL

22/04/1944

Permanent Account Number

AEBPM9562N

*Amodal*  
Signature



भारत सरकार  
GOVT. OF INDIA



*Amal kumar Mondal*



9



  
भारत सरकार  
Government of India

  
Sumita Mondal

DOB: 01/01/1966  
FEMALE



5819 2279 2633

मेरा आधार, मेरी पहचान

  
भारतीय विशिष्ट पहचान अधिकारण  
Unique Identification Authority of India

**Address:**  
W/O: Gopal Mondal, BIRHATA,  
KALITALA, Bardhaman (rs),  
Bardhaman,  
West Bengal - 713101

5819 2279 2633



Sumita Mondal,





### Major Information of the Deed



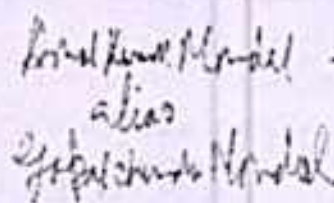
Deed No :	I-0203-03889/2018	Date of Registration	22/05/2018
Query No / Year	0203-0000771211/2018	Office where deed is registered	
Query Date	17/05/2018 10:17:30 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	Ashish Kumar Paul Burdwan District Judges Court, Thana : Barddhaman, District : Burdwan, WEST BENGAL, PIN - 713101, Mobile No. : 9434331339, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 38,18,185/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,011/- (Article:48(g))	Rs. 10,014/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: Kalibazar Road, Mouza: Radhanagar

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-7039/7539	RS-1636	Bastu	Bastu	0.07 Acre	20,00,000/-	38,18,185/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road.
<b>Grand Total :</b>					<b>7Dec</b>	<b>20,00,000 /-</b>	<b>38,18,185 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Mr Amal Kumar Mondal,</b> (Alias: Mr Gopal Chandra Mondal) (Presentant ) Son of Late Banwarilal Mondal Executed by: Self, Date of Execution: 22/05/2018 , Admitted by: Self, Date of Admission: 22/05/2018 ,Place : Office	 <small>22/05/2018</small>	 <small>L1 22/05/2018</small>	 <small>22/05/2018</small>
Birhata, Kalitala, P.O:- Bardhaman, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEBPM9562N, Status :Individual, Executed by: Self, Date of Execution: 22/05/2018 , Admitted by: Self, Date of Admission: 22/05/2018 ,Place : Office				

Major Information of the Deed :- I-0203-03889/2018-22/05/2018




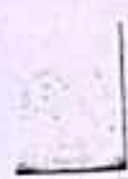

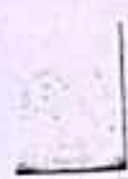

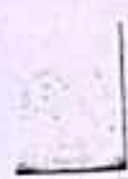


Name	Photo	Fingerprint	Signature
<b>Smt Sumita Mondal</b> Wife of Mr Amal Kumar Mondal Executed by: Self, Date of Execution: 22/05/2018 , Admitted by: Self, Date of Admission: 22/05/2018 ,Place : Office			<i>Sumita Mondal</i>
Birhata, Kalitala, P.O:- Bardhaman, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFDPM2507G, Status :Individual, Executed by: Self, Date of Execution: 22/05/2018 , Admitted by: Self, Date of Admission: 22/05/2018 ,Place : Office			

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>MS SAMANTA HOUSING DEVELOPER</b> Raina, P.O:- Raina, P.S:- Raina, District:-Burdwan, West Bengal, India, PIN - 713421 , PAN No.:: ADBFS1519A, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Debasis Samanta</b>            Son of Kalicharan Samanta            Date of Execution - 22/05/2018, , Admitted by: Self, Date of Admission: 22/05/2018, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td><i>Debasis Samanta</i></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Debasis Samanta</b> Son of Kalicharan Samanta Date of Execution - 22/05/2018, , Admitted by: Self, Date of Admission: 22/05/2018, Place of Admission of Execution: Office			<i>Debasis Samanta</i>
Name	Photo	Finger Print	Signature						
<b>Mr Debasis Samanta</b> Son of Kalicharan Samanta Date of Execution - 22/05/2018, , Admitted by: Self, Date of Admission: 22/05/2018, Place of Admission of Execution: Office			<i>Debasis Samanta</i>						
Golahat, Shankharipukur, P.O:- Sripally, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : MS SAMANTA HOUSING DEVELOPER (as Partner)									

**Identifier Details :**

Name & address	Date
<b>Mr Tapan Das</b> Son of Late Umapada Das Kanchannagar, P.O:- Kanchannagar, P.S:- Barddhaman, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713102, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Amal Kumar Mondal, Smt Sumita Mondal, Mr Debasis Samanta	22/05/2018

Major Information of the Deed :- I-0203-03889/2018-22/05/2018





**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Amal Kumar Mondal	MS SAMANTA HOUSING DEVELOPER-3.5 Dec
2	Smt Sumita Mondal	MS SAMANTA HOUSING DEVELOPER-3.5 Dec

**Endorsement For Deed Number ; I - 020303889 / 2018****On 22-05-2018****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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:24 hrs on 22-05-2018, at the Office of the A.D.S.R. BURDWAN by Mr Amal Kumar Mondal Alias Mr Gopal Chandra Mondal, one of the Executants.

**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 38,18,185/-

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

Execution is admitted on 22/05/2018 by 1. Mr Amal Kumar Mondal, Alias Mr Gopal Chandra Mondal, Son of Late Banwarial Mondal, Birhata, Kalitala, P.O: Bardhaman, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Smt Sumita Mondal, Wife of Mr Amal Kumar Mondal, Birhata, Kalitala, P.O: Bardhaman, Thana: Barddhaman, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, Pin - 713101, by caste Hindu, by Profession Business

Identified by Mr Tapan Das, , Son of Late Umapada Das, Kanchannagar, P.O: Kanchannagar, Thana: Barddhaman City/Town: BURDWAN, Burdwan, WEST BENGAL, India, Pin - 713102, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-05-2018 by Mr Debasis Samanta, Partner, MS SAMANTA HOUSING DEVELOPER (Partnership Firm), Raina, P.O:- Raina, P.S:- Raina, District-Burdwan, West Bengal, India, PIN - 713421

Identified by Mr Tapan Das, , Son of Late Umapada Das, Kanchannagar, P.O: Kanchannagar, Thana: Barddham City/Town: BURDWAN, Burdwan, WEST BENGAL, India, Pin - 713102, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,014/- ( B = Rs 10,000/- .E = Rs 14/- Registration Fees paid by Cash Rs 0/-, by online = Rs 10,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. Online on 18/05/2018 11:42AM with Govt. Ref. No: 192018190239928271 on 18-05-2018, Amount Rs: 14/-, B AXIS Bank ( UTIB0000005), Ref. No. 295211796 on 18-05-2018, Head of Account 0030-03-104-001-16 Online on 22/05/2018 1:00PM with Govt. Ref. No: 192018190240950541 on 22-05-2018, Amount Rs: 10,000/-, B AXIS Bank ( UTIB0000005), Ref. No. 295308354 on 22-05-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0203-03889/2018-22/05/2018





**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 2,011/-


**Description of Stamp**

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 1167, Amount: Rs.5,000/-, Date of Purchase: 17/05/2018, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2018 11:42AM with Govt. Ref. No: 192018190239928271 on 18-05-2018, Amount Rs: 2,010/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 295211796 on 18-05-2018, Head of Account 0030-02-103-003-02

Online on 22/05/2018 1:00PM with Govt. Ref. No: 192018190240950541 on 22-05-2018, Amount Rs: 1/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 295308354 on 22-05-2018, Head of Account 0030-02-103-003-02

  
**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

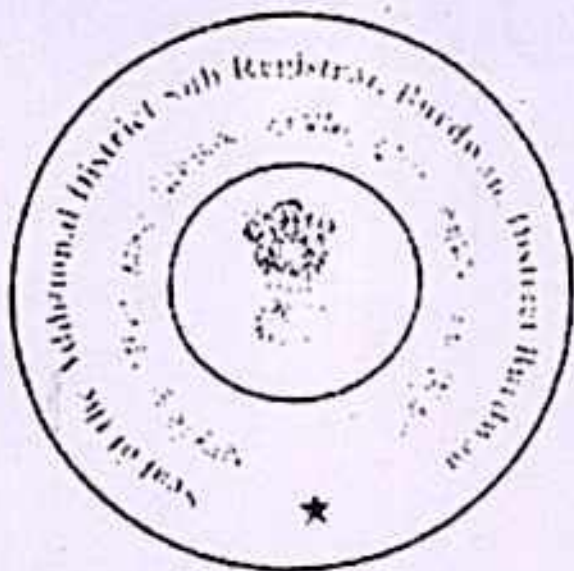
Major Information of the Deed :- I-0203-03889/2018-22/05/2018







date of Registration under section 60 and Rule 69.  
tered in Book - I  
e number 0203-2017, Page from 118395 to 118410  
No 020307186 for the year 2017.



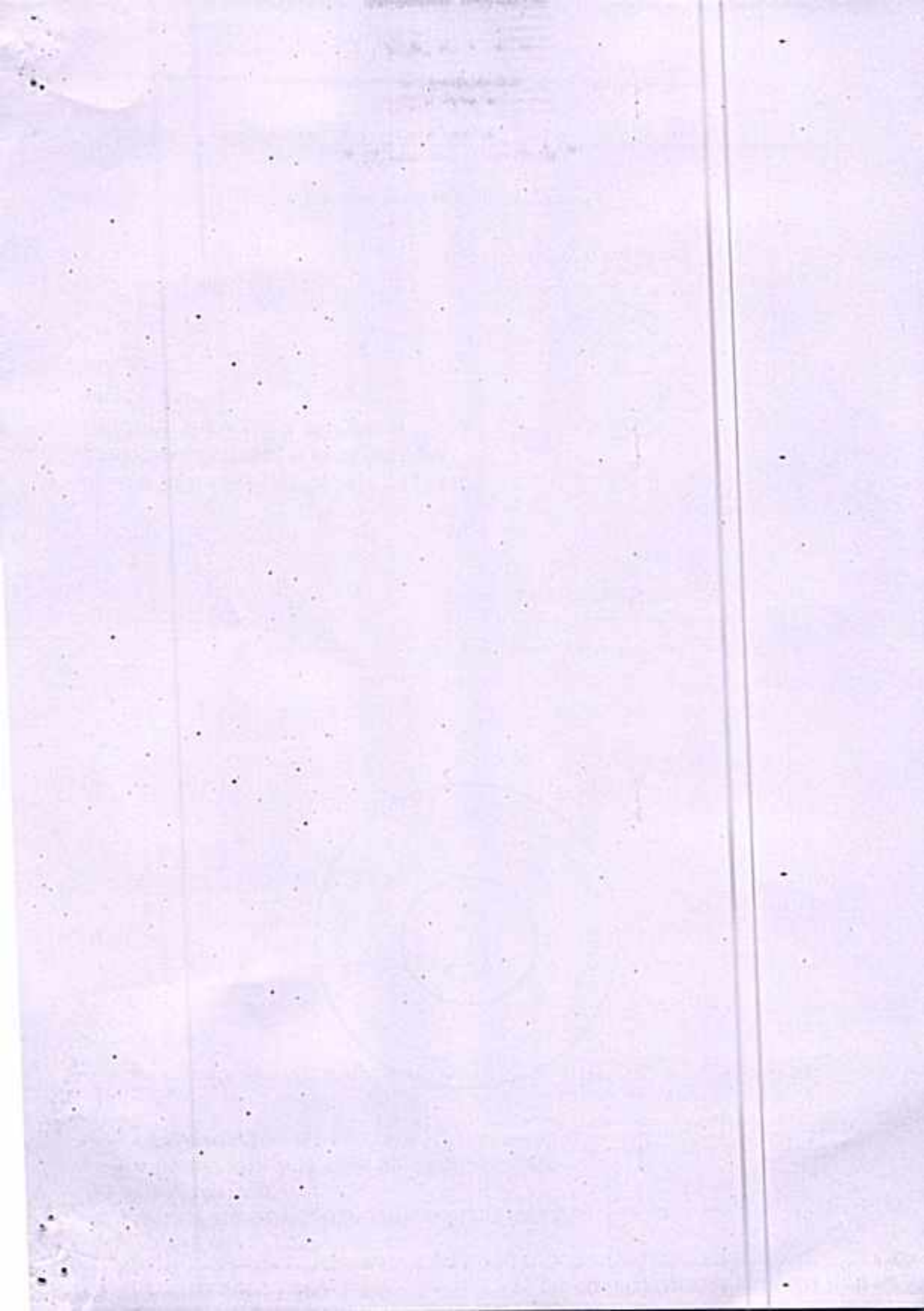
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BHATTACHARYA  
Date: 2017.10.23 12:30:34 +05:30  
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 10/23/2017 12:30:16 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
West Bengal.



(This document is digitally signed.)







Digitally signed by KAUSHIK BHATTACHARYA  
Date: 2018.05.29 14:39:11 +05:30  
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 5/29/2018 2:38:24 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
West Bengal.



(This document is digitally signed.)