19 I-1491/19 I-1477/19 भारतीय रोर ज्यायिक INDIA NGN JUDICIAL **专.5000** FIVE THOUSAND RUPEES

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> Addl. Mist. Sub-Registrar Alipute, South 84 Parganas

> > ₩8 MAR 2019

AGREEMENT FOR DEVELPOMENT

THIS AGREEMENT FOR DEVELPOMENT made this .. 844day March,..... Two Thousand Nineteen (2019) BETWEEN

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Samiran Das Stamp Vendor Alipore Police Court South 24 Pgs., Kol.

Addl. Dist. Suc Registrar

8 MAR 2019

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DIT kaninga Park, Masjid Bini,
TC P.O. Garda,
It E P.S. Patuli,
Kul 84
Business.

(1) SRI ANUP MONDAL (PAN-DTUPM9730F), (2) SRI SANCHIT alias SANJIB MONDAL, (PAN-ARNPM3439M) & (3) SRI MITHUN MONDAL, (PAN-AWYPM0134F), all sons of Late Ganendra alias Jnanendra Chandra Mondal, by faith Hindu, Indian, by occupation-Business, residing at Postal address-154, Sreerampur, KMC Premises No.272, Sreerampore Road, P.O. Garia, P.S. Patuli, Kolkata — 700084, hereinafter jointly referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executor, administrators, legal, representative and assigns) of the FIRST PART:

AND

M/S. DEY CONSTRUCTION, a Proprietorship a firm, having its office at E-44, Kalachand Para, Kamdahari, P.O. Garia, P.S. Bansdroni, Kolkata-700084, represented by its proprietor SRKSANJIB DEY(PAN-AFYPD 0828E), son of Sri Subhas Chandra Dey, residing at E-44, Kalachand Para, Kamdahari, P.O. Garia, P.S. Bansdroni, Kolkata-700084, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART:

WHEREAS the Grand-father of Owners herein namely Sarat Chandra Mondal, since deceased, was the owner of All-That land measuring 82 Decimals, the same a little more or less, situated at Mouza-Baishnabghata, J.L.No.28, comprised in Dag No.488 & 489 appertaining to Khatian No.36 & 182, under P.S. formerly Tollygunge then Jadavpur now Patuli, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.110, Sub-Registry/A.D.S.R. office at Alipore, in

the District of 24-Parganas, since South 24-Parganas, more fully described in the Schedule hereunder written.

AND WHEREAS while the said Sarat Chandra Mondal enjoyed the said land, died intestate long ago, leaving behind him surviving his one son Sri Ganendra Chandra Mondal and five daughters, namely (1) Smt. Maya Pramanik, (2) Smt. Nirmala Bala Bera, (3) Smt. Jamuna Das, (4) Smt. Aannapurna Mondal & (5) Smt. Kamala Pramanik, as his only legal heirs and successors, who jointly inherited the said land, each having 1/6th share therein.

AND WHEREAS the said five sisters (1) Smt. Maya Pramanik, (2) Smt. Nirmala Bala Bera, (3) Smt. Jamuna Das, (4) Smt. Aannapurna Mondal & (5) Smt. Kamala Pramanik appointed their brother said Sri Ganendra Chandra Mondal as their Constituted Attorney by executing a Notarised General Power of Attorney, dated 17.07.1980.

AND WHEREAS the said land was under the provision of Urban Land (Ceiling & Regulation)Act.1976 and the said Sri Ganendra Chandra Mondal for self and as the Constituted Attorney his five sisters, filed the return before the Competent authority, vide Case No.13 U/s. 6/1, of 1980 having its Memo No.868/U.R.L, dated 05.08.82 and the land measuring 348.48 square meter of Dag No.488 was vested to the Government of West Bengal and the balance land measuring 3000 square meter of Dag No.488 was the absolute possession of the said Ganendra Chandra Mondal and his five sisters named above and in the meantime the said Ganendra Chandra Mondal sold away 5 Cottah of land to one Pramatha Chandra Barman Roy upon getting permission from the said authority.

AND WHEREAS for the purpose of more convenient use and enjoyment, the said five sisters Smt. Maya Pramanik, Smt. Nirmala Bala Bera, Smt. Jamuna Das, Smt. Aannapurna Mondal, Smt. Kamala Pramanik and Sri Ganendra Chandra Mondal made mutual Partition and Division the above mentioned property among themselves by a partition plan and provided therein 12'ft. wide Common passage for free access to those plots and the said the said five sisters Smt. Maya Pramanik, Smt. Nirmala Bala Bera, Smt. Jamuna Das, Smt. Aannapurna Mondal& Smt. Kamala Pramanik were jointly allotted land measuring 11 Cottah 4 Chittak of Dag No.489 marked as Plot—A in the said Partition plan.

AND WHEREAS by separate five Bengali Deed of Gift, all registered in the office of Joint Sub-Registrar of Alipore at Behala viz. (1) Book No.I, Volume No.35, page from 1 to 9, Deed No.1333 for the year 1983,(2) Book No.I, Volume No.35, page from 10 to 18, Deed No.1334 for the year 1983, (3) Book No.I, Volume No.35, page from 19 to 27, Deed No.1335 for the year 1983, (4) Book No.I, Volume No.35, page from 28 to36, Deed No.1336 for the year 1983 & (5)Book No.I, Volume No.32, page from 122 to 131, Deed No.1396 for the year 1983, the said Smt. Maya Pramanik, Smt. Nirmala Bala Bera, Smt. Jamuna Das, Smt. Aannapurna Mondal & Smt. Kamala Pramanik granted, transferred and conveyed by way of Gift All That piece and parcel of land measuring 11 Cottah 4 Chittaks be the same a little more or less together with tile shed structure standing thereon, comprised Dag No.489 appertaining to Khatian No.36 & 182, situated at Mouza-Baishnabghata, more fully described in the Schedule hereunder written unto and in favour of their nephews (1) Sri Anup Mondal, (2) Sri Sanchit Alias Sanjib Mondal, & (3) Sri Abhijit Mondal, then they were minors, represented by their

mother as natural guardian Smt. Arati Mondal and the said Sri Ganendra Chandra Mondal appeared in the said five deeds of Gift, as Confirming Party and confirmed the said Gift made by his aforesaid sisters to his said three sons as mentioned above, because no deed or document of the said mutual partition had yet been registered.

AND WHEREAS the said (1) Sri Anup Mondal, (2) Sri Sanchit Alias Sanjib Mondal, & (3) Sri Abhijit Mondal, jointly became the owners of total land measuring 11 Cottah 4 Chittak be the same a little more or less together with tile shed structure standing thereon and upon getting mature, they mutated their names in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Municipal Premises No.272, Sreerampore North, vide Assessee No.31-110-13-0272-0, having its postal address- 154, Sreerampore, Kolkata-700 084, upon payment of rates and taxes thereto and inducted some tenants in the said property.

AND WHEREAS by a deed of Gift, dated 26.07.2017 registered in the office of the A.D.S.R. Alipore and recorded in book No I, Volume No.1605-2017, page from 152630 to 152646, Deed No.05657for the year 2017, the said three brothers Sri Anup Mondal, Sri Sanchit Alias Sanjib Mondal & Sri Abhijit Mondal, jointly granted, transferred and conveyed by way of gift, their undivided 1/4th share of the said land measuring 11 Chittak 4 Chittak be the same a little more or less together with 800 sq.ft. tile shed structure standing thereon, i.e. undivided 2 Cottah 13 Chittak of land and 200 sq.ft. of structure, more fully described in the Schedule hereunder written unto and in favour of their brother Sri Mithun Mondal, the Owners No.3 herein.

AND WHEREAS in the manner stated herein above, the said Sri Anup Mondal, Sri Sanchit Alias Sanjib Mondal, Sri Abhijit Mondal & Sri Mithun Mondal jointly became the owners of total land measuring 11 Cottah 4 Chittak be the same a little more or less together with tile shed structure standing thereon, each having 1/4th share therein and seized and possessed of the same free from all encumbrances thereto.

AND WHEREAS in view of the peaceful and convenient enjoyment of the said properties and for avoiding future disputes, disturbance, the said Sri Anup Mondal, Sri Sanchit Alias Sanjib Mondal, Sri Abhijit Mondal & Sri Mithun Mondal made partition and/or division of the said property among themselves by executing a Deed of Partition, dated 22.09.2017 Registered in the office of D.S.R.-I, Alipore, vide Book No.I, Volume No.1601-2017, Deed No.2986 for the year 2017 and the said Sri Anup Mondal, Sri Sanchit Alias Sanjib Mondal & Sri Mithun Mondal, the Owners herein jointly allotted land measuring 8 Cottah 7 Chittak be the same a little more or less together with 600 sq.ft. tile shed structure standing thereon, marked as Lot-A, situated at Mouza-Baishnabghata, J.L.No.28, comprised in Dag No.489 appertaining to Khatian No.36 & 182, being part of Municipal Premises No.272, Sreerampore North, Kolkata-700084, under P.S. formerly Tollygunge then Jadavpur now Patuli, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.110, Sub-Registry/A.D.S.R. office at Alipore, in the District of 24-Parganas, since South 24-Parganas, together with all easements rights and appurtenances thereto and the said land was clearly shown and delineated in the map or plan annexed with the said Deed and depicted with RED border line

AND WHEREAS the owners are desirous of construction a Multistoried building on the said land after demolishing the existing structure and due to insufficient fund, the owners have placed their offer to the Developer to entrust the said development work with some terms and conditions and the Developer being satisfied regarding the right, title and interest of the said land, interested and accepted the said offer of the owner herein.

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

That the First Party by Owner lieu of their land value entitled to get 50% of the Sanctioned area of the proposed G+IV storied building, together with undivided proportionate share in the said land, which are specifically mentioned in Owners allocation and the construction would be made as per specification made hereunder and a sum of Rs.20,00,000/- (Rupees Twenty Lakh) only non-refundable money to be paid by the developer to the owner herein. Be it mentioned here that the Developer will construct the according to sanctioned building plan of the Kolkata Municipal Corporation at Developer's cost, supervision etc. and the Owners not pay or invest any money or amount for the Development of the said land.

ARTICLE- I: DEFINITION

- 1.1 OWNERS: shall mean and include the First Party and their heirs, executors and legal representatives.
- 1.2 <u>DEVELOPER</u>: shall mean and include the Second Party and it successors-in-office, his heirs, executors and assigns.
- 1.3 SAID PROPERTY: shall mean and include piece and parcel of Bastu land measuring 8 Cottah 7 Chittak be the same a little more or less together with 600 sq.ft. tile shed structure standing thereon,

marked as Lot-A, situated at Mouza-Baishnabghata, J.L.No.28, comprised in Dag No.489 appertaining to Khatian No.36 & 182, being part of Municipal Premises No.272, Sreerampore North, having its postal address-154, Sreerampore, Kolkata-700084, under P.S. formerly Tollygunge then Jadavpur now Patuli, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.110, Sub-Registry/A.D.S.R. office at Alipore, in the District of 24-Parganas, since South 24-Parganas, together with all easements right and appurtenances thereto, described in the First schedule below

- 1.4 <u>NEW BUILDING</u>: shall mean the G+IV storied building proposed to be constructed in or upon the said land after demolishing the existing structure, in accordance with the plan to be approved land sanctioned by the Kolkata Municipal Corporation.
- 1.5 <u>COMMON FACILITIES</u>: shall mean and include Corridor, staircase, landing, common passage, boundary wall, water reservoir, main gate, roof and other facilities required for the enjoyment maintenance of the new building of part thereof.
- area of the proposed G+IV storied building, out of which entire First floor, 50% of the Third floor Back side and 50% of Fourth (Top) floor Front side and 50% of the Ground floor comprised of car parking spaces and Three shop rooms and a sum of Rs.20,00,000/- (Rupees Twenty Lakh) only non-refundable money to be paid by the developer to the owner herein and the Developer shall evict the tenants in the said premises and any amount to be paid to the said Tenant, the Developer shall deduct from the said non-refundable money and if it appears the excess amount is paid

to the Existing Tenants in the said premises for eviction, in that case the Owners shall be bound to pay the said excess amount to the Developer.

N.B: after completion of construction of the said building, if it is found that the area excess over the owners' allocation mentioned in this agreement, in that event the Owners shall be bound to pay the market price of the said excess area. AND if the Developer constructs any extra area over the sanctioned area, in that case the Owners shall be entitled to get 30% (thirty percent) of the said extra area and also the owners herein liable to pay the cost of construction of the said extra area and the 50% of the penalty for regularize the said constructed extra area.

1.7 <u>DEVELOPER'S ALLOCATION</u>: shall mean the remaining 50% Sanctioned area of the proposed G+IV storied building comprised of entire Second floor, 50% of front side of third floor and 50% of Back side of Fourth floor and 50% of the ground floor.

N/B: if the Developer constructs any extra area over the sanctioned area, in that case, the Developer shall be entitled to get 60% (Sixty percent) of the said extra area.

- 1.8 <u>BUILDING PLAN</u>: shall mean and include the plan approved by the parties hereto and duly sanctioned by the K.M.C for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto and sanctioned by the K.M.C.
- 1.9 <u>TRANSFER</u>: shall mean and include registration and delivery of possession and/or by any other means adopted for effecting a transfer of space/flats/shops under law.

1.10 TRANSFEREE: shall mean and include a person or persons or party or parties to whom any flat/unit or other space in new building may hereafter be agreed to transfer.

ARTICLE-II; DATE OF COMMENCMENT & TIME

- 2.1 The agreement shall be deemed to have commenced on and with effect from the Date of execution of the agreement and shall be remain in full force until and unless the whole of the Developer's allocation is disposed of/ transferred to the intending buyers.
- 2.2 The new building shall be completed with 30 (Thirty) months from the date of sanction of the building plan, unless prevented by shortage of supplies of the building, materials, strikes, accidents or other reasonable causes in any of which cases the owners shall not be entitled to cancel this agreement.

ARTICLE-III; OWNERS REPRESENTATION

- 3.1 The owners are absolute seized and possessed of or otherwise well and sufficiently entitled to all that the right, title and interest in the said property as mentioned in the First Schedule below, free from all sorts of encumbrances whatsoever.
- 3.2 The said property is not affected by any Scheme of acquisition or requisition of the State/Central Govt. and any local body/authority and the same has a clear and marketable title.

ARTICLE-IV: DEVELOPER REPRESENTATION

4.1 The Developer has sufficient knowledge and experience in the matter of development/construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property and/or construction of the said new building.

ARTICLE-V; DEVELOPMENT WORK

- 5.1 The owners hereby appoint the Second Party as the Developer and/or contractor which the Developer hereby agrees and accepts.
- 5.2 The Developer shall carry on or cause to the carried out the work of development in respect of the said property by constructing the building having several flats on the ownership basis and will sell flats and spaces together with proportionate share or interest in the land of the said new building in favor of the prospective purchaser or purchasers except the owners' allocation.

ARTICLE -VI: DEVELOPER'S COVENANTS

- only per month to the each Owner herein for alternative accommodation for the owners, from the date of vacating the said property until handing over the owners' allocation of the proposed new building to the Owners.
- 6.2 The Developer shall at its own expenses complete and/or Cause to be completed the construction of the said new building and deliver the owner's allocation as stared earlier within the agreed time.
- 6.3 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the owners or on account of the Developer himself or on account and on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.
- 6.4 The Developer at its own costs and expenses apply for and obtain all necessary sanction and/or permission No objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.5 The Developer at its own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may require at the said building but for supply of electricity in the new building, the Developer will apply to the electric supply Authority and for obtaining the main connection or main meter and the said meter will be common for all the occupiers of the proposed building, the individual meter to be installed at the cost of the owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

ARTICLE -VII; OWNER'S COVENANTS

- 7.1 The Owners shall be bound to deliver the vacant possession of the said property to the Developer within one month from this agreement.
- 7.2 The all demolished building materials shall be taken by the Developer and dispose of them at its own discretion and the owners shall have no right to claim or demand whatsoever regarding the same.
- 7.3 The owners shall grant, execute and issue a general Power of Attorney in favour of the Developer authorizing and/or empowering him to do all acts, deed, matters and things necessary for completion of the works of development of the said property and/or construction of the proposed new building and/or to sell the Developer's allocation as per terms of this agreement.
- 7.4 The owners shall be bound, is required by the Developer, sign, execute and deliver all Agreements with the intending purchaser (s), applications, papers, documents and declarations to enable the Developer to apply for and obtain electricity sewerage, water and

other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the K.M.C. and for all of these acts, deeds and things the owners shall grant power of Attorney in favour of the Developer.

- 7.5 The owners shall not in any manner obstruct the carrying out of the Development Work of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the owners shall have no right to claim anything except the owners allocation in the said building.
- 7.6 All the flats and other spaces of the proposed new building to be erected and sold by the Developer, except owners allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

ARTICLE - VIII; CONSTRUCTION

- 8.1 The construction of the proposed new building shall be made by the Developer as per the plan sanctioned by the K.M.C and in accordance with the progress of work on mutual consent.
- 8.2 The Developer shall be entitled to obtain necessary modification and/or rectification plan for the purpose of completion of the construction of the said building, if necessary to be sanctioned by the K.M.C.
- 8.3 The Developer shall retain appoint and employ such masons, Architects, Engineers, Contractors, Manager, Supervisors, Durwans and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said

- building as the Developer shall at its own discretion think fit and proper.
- 8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons, supervisors, Architects, contractor, Engineers, Durwans and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard, the owners shall not in any manner would be made responsible or liable.

ARTICLE- IX: SPACE ALLOCATION

- 9.1 After completion of the construction of the said new building, the Developer will allot the flats to the owners first and after that to the intending purchaser (s) according to the booking or allocation of the prospective purchaser (s).
- 9.2 The Developer will be solely responsible for allotment of flats and spaces in building to be constructed by its no one will be entitled to interfere thereto including the Owners.

ARTICLE - X : RATES & TAXES

- 10.1 The Owners, Developer and Developer's Transferees shall bear and pay the Municipal Taxes, Building Taxes and other rates and taxes whatsoever as may be found in respect of the said new building after delivery of possession to the Owners, Purchasers proportionately.
- 10.2 The Owner, Developer and Developer's Transferees after taking possession shall bear and pay the proportionate amount of the cost and maintenance and service charges with regard to the said

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building in respect of their allocation and the Owner will be liable for the same but they will pay for their allocation only.

ARTICLE-XI; JOINT DECLARATION

- 11.1 If it is required, the owners shall hand over the all the original papers and documents in respect of the said property to the Developer until and unless the Developer's allocation in the proposed new building comprising of several flats and spaces is sold out or disposed to the intending purchaser or purchasers.
- 11.2 During the continuance of this agreement, the owners herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of their right, title and interest in the said property in any manner whatsoever.
- 11.3 The owners shall not part with possession of any of the flats or other spaces of the said building except their allocation prior to notice by the Developer.
- 11.4 The owners shall not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property and/or the construction of the said new building.
- 11.5 The Developer shall unless prevented by any acts of God or act beyond the control of the Developer, complete the construction of the said building on or within 30(thirty) months from the date of sanction of the building plan.
- 11.6 If the Developers fail to construct and/or complete the said flats or the building during the said period, then in that's case the owners shall have to extent 6(six) months only as grace period.
- 11.7 That after the expiry of the said 6(six) months grace period, if the Developer fails and/or neglects to handover the Owners' allocation

- of the said building to the Owners herein, in that case, the Developer shall have to pay Rs.30,000/- (Rupees Thirty Thousand) only as penalty per month to the Owners.
- 11.8 The owners till date has not taken any advance booking, in respect of the said land and premises from any persons and the owners have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good clear and marketable title.
- 11.9 The Owners will be bound to make registration of sale deed in respect of all flats and spaces of developer's allocation at the costs of the purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owners shall cooperate with the Developer for such registration and shall have no objection to be a party in the said proposed deed of conveyance(s).
- 11.10 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the owners in favor of the Developer save as herein expressly provided and also the exclusive license and contract to the Developer to commercially exploit the said property in terms hereof on specific agreement basis, subject to fulfillment of terms and conditions, failing which Developer shall have no right to sell the flats or spaces in the said building.
- 11.11 The owners and the Developer have entered into this agreement purely on contract basis and nothing herein contained shall be deemed or construed as a partnership between the parties in any manner nor shall the parties hereto constitute an Association of persons.

ARTICLE -XII: JURISDICTION

12.1 The courts at District South 24-Parganas at Alipore alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERRED

ALL THAT piece and parcel of land measuring 8 Cottah 7 Chittak be the same a little more or less together with 600 sq.ft. tile shed structure standing thereon, marked as Lot-A, situated at Mouza-Baishnabghata, J.L. No.28, comprised in Dag No.489 appertaining to Khatian No.36 & 182, being Municipal Premises No.272, Sreerampore North, vide Assessee No.31-110-13-0272-0, having its postal address-154, Sreerampore, Kolkata -700084, under P.S. formerly Tollygunge then Jadavpur now Patuli, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.110, Sub-Registry/A.D.S.R. office at Alipore, in the District of 24-Parganas, since South 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as under:-

On the North: 22'-8" wide K.M.C. Road,

On the South: Land of KristoPandith& others,

On the East : Land of Sucharu Abasan,

On the West: Lot-B property of Second Party,

SECOND SCHEDULE ABOVE REFFERED TO

(Owners' Allocation)

ALL THAT 50% of the Sanctioned area of the proposed G+IV storied building, out of which entire First floor, 50% of the Third floor Back side and 50% of Fourth (Top) floor Front side and 50% of the Ground-floor comprised of car parking spaces and Three shop rooms, and a sum Rs.20,00,000/- (Rupees Twenty Lakh) only as non-refundable money to be paid by the developer to the owner herein, and the Developer shall

evict the tenants in the said premises and any amount to be paid to the said Tenant, the Developer shall deduct from the said non-refundable money and if it appears the excess amount is paid to the Existing Tenants in the said premises for eviction, in that case the Owners shall be bound to pay the said excess amount to the Developer.

N.B: after completion of construction of the said building, if it is found that the area excess over the owners' allocation mentioned in this agreement, in that event the Owners shall be bound to pay the market price of the said excess area. AND if the Developer constructs any extra area over the sanctioned area, in that case, the Owners shall be entitled to get 30% (thirty percent) of the said extra area and also the owners herein liable to pay the cost of construction the said extra area and the 50% of the penalty for regularize the said constructed extra area.

THIRD SCHEDULE ABOVE REFFERED TO

(Developer's Allocation)

ALL THAT the remaining 50% sanctioned area of the proposed G+IV storied building, comprised of entire Second floor, 50% of front side of third floor and 50% of Back side of Fourth floor and 50% of the ground floor.

<u>N/B</u>: if the Developer constructs any extra area over the sanctioned area, in that case, the Developer shall be entitled to get 60% (Sixty percent) of the said extra area.

FOURTH SCHEDULE ABOVE REFFERED TO

(Specification of the building and other features)

1. Construction will be made as per sanctioned building plan of the K.M.C. with R.C.C. structure frame work.

- 2. All the material to be used will be of brand new and of first class quality and workmanship will be proper standard.
- 3. Underground and overhead water tank of Corporation water supply.
- 4. Standard quality Aluminum windows, steel grills with glass panes and other necessary fittings will be provided.
- 5. The main door will be water proof laminated solid flush doors with Godrej lock in the main door and all other doors will be of flush door with pressed water proof ply color by primer.
- 6. In the kitchen 4' ft. x 1.5' ft. Granite slab cooking platform with still sink and glazed tiles up to 4' ft. height from the cooking platform.
- 7. The flooring will be of white vitrified tiles 2' ft. x 2' ft. size and normal dado.
- 8. In the kitchen-one tap in sink and one under the sink and one wash basin point either in the kitchen or toilet, which will be suitable. Glazed titles will be fitted in the walls of the Toilets up to 7'ft. height and flooring will be antiskid tiles with white Indian Pan and commode, one wash basin and standard taps in toilet, one shower point, and in the kitchen, one tap in sink and one under the sink, and one wash basin point either in kitchen or in the toilet (Hind ware).
- 9. Concealed electrical wiring with standard copper wires as per architectural layout particularly 3 light point, 1 fan point, one 5 Amp plug point, in Bed rooms, in drawing/dining room-15 Amp plug point, 3 light point, 1 fan point, one 5 Amp plug point, in kitchen and toilet-one light point, one plug point and one exhaust fan point, one calling bell point at the outside.
- 10. One four passengers lift to be-fitted in the proposed building.
- 11. Plaster of Paris on all Walls inside the flat.
- 12. Concealed pipe line with low-down cistern in the toilet.

- 13. Outer walls will be weather coat of Asian Paints.
- 14. All pipe lines will be plastic high density standard pipes, except inside concealed line which will be of emco.
- 15.All masonry and sanitary structural, electrical, painting work will be done as per specification of the Engineer to be engaged by the Developer.

N.B. All extra works or fittings can be provided subject to approval of the Engineer with extra cost.

<u>IN WITNESS WHEREOF</u> the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVI	ERED .
In presence of:	Anop Monde
1. Solemen At. Molle.	Sonchet alias
1. Solemen Ato Moly. Kanunga Park, Mosjil Bari P.O. Garla, Leut-84	Sanjib Mondal.
	Mithun Mondal
2. Ashi lear	OWNERS
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Kolkata-24	DE CONSTITUCTION D
	Lougib Kery
	Proprietor
Drafted by	DEVELOPER

Alipore Police Court, Kolkata – 700 027. RECEIVED from the within named Developer the within mentioned sum of Rs.20,00,000/-(Rupees Twenty Lakh) only being the part payment of non-refundable money, paid by the Developer to Owners as per memo below:-

Cheque No.	Date	Bank/Branch	Amount
557109	08.12.2016	S.B.I	Rs.2,30,000/-
000096	14.03.2017	Punjab & Sind	Rs.5,00,000/-
000637	18.01.2018	ICICI Bank	Rs.4,00,000/-
000638	18.01.2018	ICICI Bank	Rs.3,00,000/-
000762	13.01.2018	ICICI Bank	Rs.2,30,000/-
000570	29.08.2018	S.B.I	Rs. 10,000/-
000228	18.01.2018	Punjab & Sind	Rs.3,00,000/-
000874	29.01.2019	ICICI Bank	Rs. 25,000/-
Cash			Rs. 5,000/-
d = =		Total	Rs.20.00.000/-

(Rupees Twenty Lakh) only.

WITNENSSES:-

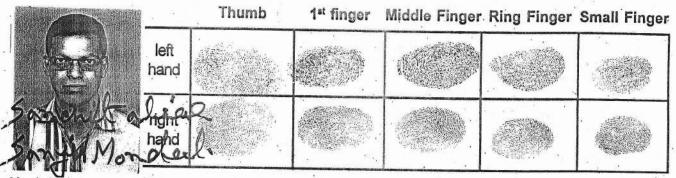
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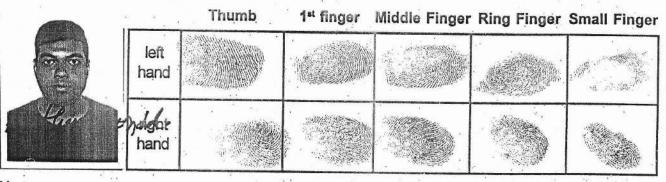
Sanchit alias Sanjub Mondal. Mithen Mondal.

2. Ashi kar

	:	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
	left hand			, a		
Anup Monte	right hand			illui.		

Name / Signature Ang Made





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

Name SANUIB DEY
Signature Sayib Ry





Government of West Bengal

Office of the Competent Authority, ULC & S.D.O. Alipore, Sadar, 24 Parganas(S).

New Treasury Building, 7th Floor, Alipore, Kolkata – 700 027,

Memo. No. 2595/ULC/Alip/2018

Dated:-

To

Abdul Halder

Ref: Your prayer under the RTI Act - 2005, dated 07.03.2018.

Sir / Madam,

With reference to above, this is to inform him/her that R.S. Plot No(s). 489 of Mouza – Baishnabghata having J.L. No. 28 of P.S. Patuli is/are NOT VESTED under the Urban Land (Ceiling & Regulation) Act, 1976, as it is evident from our available Office Records.

However, this information cannot be treated as N.O.C. of this department.

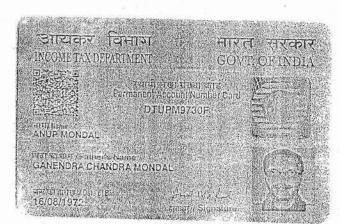
This may be treated as reply of his prayer under the RTI Act - 2005 and his application is thus disposed of.

State Public Information Officer, Competent Authority (ULC) & S.D.O. Alipore, Sadar, 24 Parganas(S).

ompetent Authority (ULC)

S.D.O. Sadar, Alipore South 24-Pargens

- 1



इंग्रह्मकर विभाग INCOMETAX DEPARTMENT

TITCL TITCHE COVE, OF INDIA

SANJIB MONDAL JNANENDRA MONDAL A4/01/1977 Permanent Account Number

ARNPM3439M

Signature.



In case this card is lost / found, kindly inform / return to : Income Tax PAN Services Unit, UTITSE Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृषया सृचित करें/लीटाएं : आयकर पून संस्थायनीट, USUS). फाटन: ३, समर्थ ५५ (सी.बी.डी.बनायुर, नवी मुंबई-४००, ६५४

and a second state of the

आयकर विनाम INCOME TAX DEPARTMENT.

भारत सरदहार

MITHUN MONDAL

GANENDRA CHANDRA MONDAL

16/03/1985 Permanent Account Number AWYP M0134F

इसन्मार्ड के थोन / पाने पर कृपया सूथित करें / मीटाएं : शावकर देनाधेम इकाई, एन एस औ एल पहली मेजिल, टाइन्स टॉवर, कनता मिला कम्पाउड, एस. वी. मार्ग, लोधार परेल, नुनई – 400 013.

of this part is tost / someone's lost card is found-please of the PAN Services Unit, NSDL 1st Floor, Times Tower, Kamala Mills Compound, S. B. Mare J. Lover Pare | Mumbar 400 013. Tel: 91272 2490/4535 Fpts: 91/422,2498,0664 esmail during assily Gris.

भाराकर विमास INCOMETAX DEPARTMENT

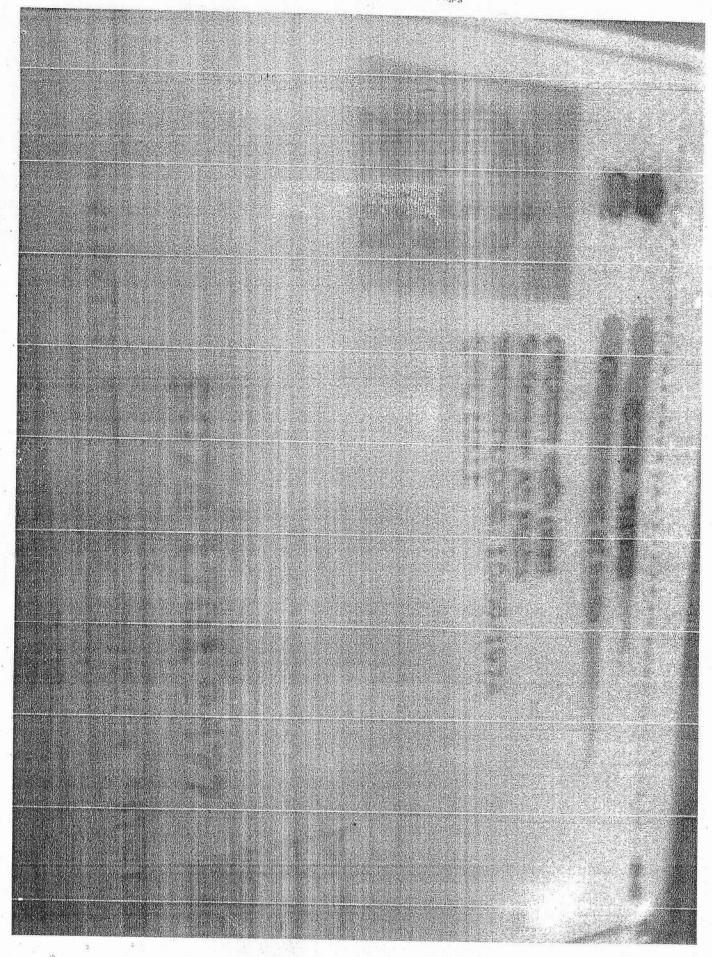
- सारतः सरकारः GOVT OF INDIA

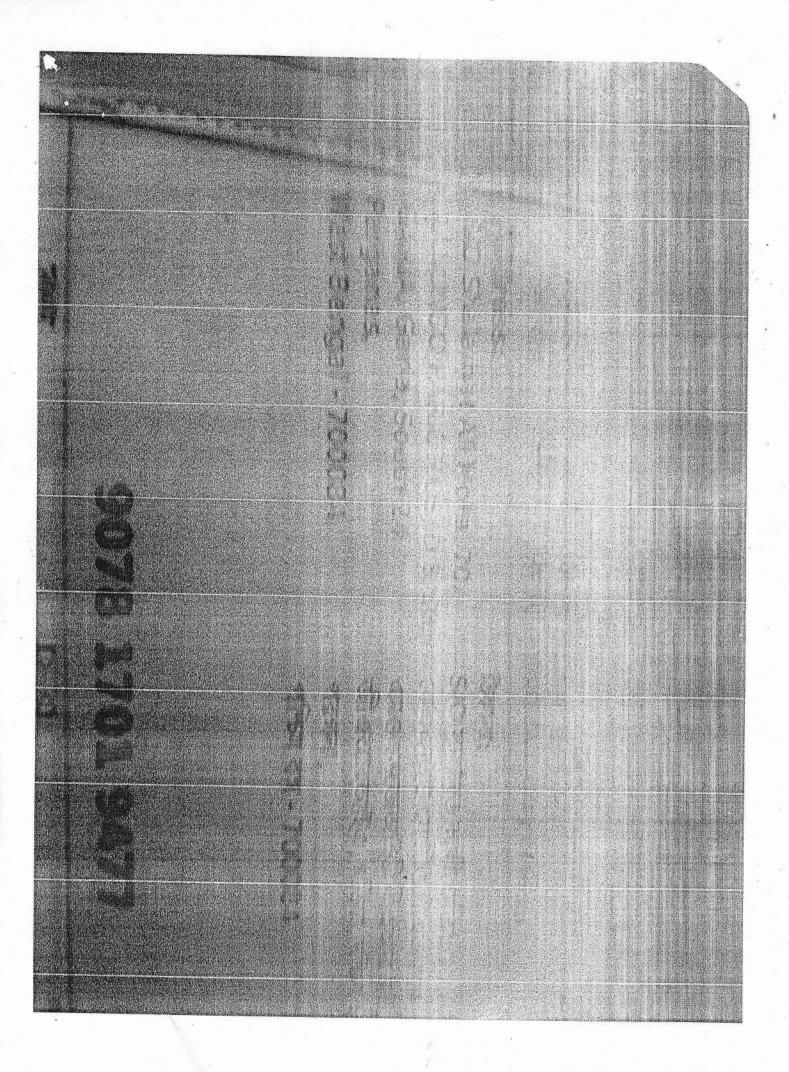
SANJIBUEX .

SUBHASH CHANDRA DEV

25/1/2/1987 Perminant Agrount Number AFMPD0828E







Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-036851623-1

Payment Mode

Online Payment

GRN Date: 05/03/2019 16:19:30

Bank:

State Bank of India

BRN:

CKI7364564

BRN Date: 05/03/2019 16:20:13

DEPOSITOR'S DETAILS

ld No.: 16051000057404/4/2019

[Query No./Query Year]

Name:

SANJIB DEY

Mobile No.:

+91 9339504162

E-mail:

Address:

Contact No. :

E 44 KALACHAND PARA KAMDAHARI BANSDRONI KOL 84

Applicant Name:

Mr Ashim Kar

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 4

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	2 /4 22 /80	Head of A/C	Amount[₹]
1	16051000057404/4/2019	Property Registration- Stamp duty		0030-02-103-003-02	5004
2		Property Registration-Registration Fees		0030-03-104-001-16	5021 20021

Total

25042

In Words:

Rupees Twenty Five Thousand Forty Two only

Major Information of the Deed

Deed No:	I-1605-01491/2019	Date of Registration 08/03/2019		
Query No / Year	1605-1000057404/2019			
Query Date	01/03/2019 12:06:42 PM	Office where deed is registered		
Applicant Name, Address & Other Details	Ashim Kar	A.D.S.R. ALIPORE, District: South 24-Parganas South 24-Parganas, WEST BENGAL, PIN - 700027,		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement 2], [4311] Other than Immovable Property, Receipt [Rs: 20,00,000/-]		
Set Forth value		Market Value		
Rs. 20,00,000/-		Rs. 97,07,441/-		
Stampduty Paid(SD)	10 mm 2 mm	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Rs. 20,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing the assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SREERAMPORE NORTH, Premises No: 272, , Ward No: 110 Pin Code: 700084

Sch No	Plot Number	Khatian Number	Land L Proposed	Jse Area of Land	SetForth	Market Value (In Rs.)	Other Details
L1			Bastu	8 Katha 7 Chatak	14,00,000/-	91,07,441/-	Width of Approach Road: 23 Ft
	Grand	Total:	0.0000	13.9219Dec	14,00,000 /-		

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1	600 Sq Ft.	6,00,000/-	MARK IN THE RESIDENCE OF THE PROPERTY.	Structure Type: Structure
	Gr. Floor, Area of flo Shed, Extent of Cor	oor : 600 Sq Ft.,F npletion: Comple	Residential Use, Cer ete	mented Floor, Ag	ge of Structure: 0Year, Roof Type: Tile

Land Lord Details :

SI No	Name,Address,Photo,Finger	print and Signat	ure	
1	Name	Photo	Finger Print	
	Mr Anup Mondal Son of Late Jnanendra Chandra Mondal Executed by: Self, Date of Execution: 08/03/2019 , Admitted by: Self, Date of Admission: 08/03/2019 , Place : Office			Ann mond
	272.0	80/00/2019	08/03/2019	08/03/2019
	, Admitted by: Self, Date of	atus . Individual		District:-South 24-Parganas, West ccupation: Business, Citizen of: India, elf, Date of Execution: 08/03/2019
2	Name	Photo	Finger Print	Signature
1	Mr Sanjib Mondal, (Alias: Mr Sanchit) Son of Late Jnandendra Chandra Mondal Executed by: Self, Date of Execution: 08/03/2019 , Admitted by: Self, Date of Admission: 08/03/2019 ,Place : Office			Sanghit alias. 3 nn filo Mondal.
+	272.6	08/03/2019	LTI 08/03/2019	08/03/2019
	272 Sreerampore Road, P.O: Bengal, India, PIN - 700084 PAN No.:: ARNPM3439M, Sta , Admitted by: Self, Date of Name	itus :Individual, Admission: 08/0	Executed by: So 3/2019 ,Place :	istrict:-South 24-Parganas, West cupation: Business, Citizen of: India, elf, Date of Execution: 08/03/2019 Office
I S J E	Mr Mithun Mondal Son of Late Ganendra Alias Inanendra Chandra Mondal Executed by: Self, Date of Admitted by: Self, Date of Admission: 08/03/2019 ,Place Office	Photo	Finger Print	Signature Mithun Mondal.
	77. C	08/03/2019	LTI - 08/03/2019	08/03/2019
100	Bengal, India, PIN - 700084 S AN No.:: AWYPM0134F, Stat Admitted by: Self, Date of A	ue · Individual e	atuli, Kolkata, Di ste: Hindu, Occi	estrict:-South 24-Parganas, West upation: Business, Citizen of: India, f, Date of Execution: 08/03/2019

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	Dey Construction
Nome:	E-44 Kalachand Para, P.O:- Garia, P.S:- Bansdroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084, PAN No.:: AFYPD0828E, Status:Organization, Executed by: Representative
	Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	the second of
Mr Sanjib Dey (Presentant) Son of Mr Subhas Chandra Dey		i mgenrimi	Signature
Date of Execution - 08/03/2019, , Admitted by: Self, Date of Admission: 08/03/2019, Place of Admission of Execution: Office			Barych of
F-M Kalashand D.	Mar 8 2019 3:54PM	LTI 08/03/2019	08/03/2019
West Bengal, India, PIN - 7000 PAN No.:: AFYPD0828E Statu	nari, P.O:- Garia, 084, Sex: Male, B s : Representativ	P.S:- Bansdroni, I y Caste: Hindu, O e, Representative	os/os/2019 Kolkata, District:-South 24-Pargan occupation: Business, Citizen of: In of: Dey Construction (as sole

Identifier Details :

Mr Soleman Ali Molla	Photo	Finger Print	Signature	
Son of Mr Shalamat Ali Molla Kanungo Pask Masjid Bari, P.O:- Garia, P.S:- Patuli, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700084	08/03/2019		Dr. molls.	
dentifier Of Mr Anup Mondal, Mr Sanjil	h Mondal M- O	08/03/2019	08/03/2019	

From	To with area (News A	
Mr Anup Mondal	Dev Construction 4 64000	
	Dev Construction-4.64063 Dec	
Mr Mithun Mondal	Dev Construction-4,64063 Dec	4
	Dey Construction-4.64063 Dec	
From		
Mr Anup Mondal	Dov Constanti	
	Dev Construction-200.00000000 Sq Ft	
Mr Mithun Mondal	Dey Construction-200 nonnonn sa Et	
	From Mr Anup Mondal Mr Sanjib Mondal Mr Mithun Mondal er of property for Sa	Mr Anup Mondal Dey Construction-4.64063 Dec Mr Sanjib Mondal Dey Construction-4.64063 Dec Mr Mithun Mondal Dey Construction-4.64063 Dec er of property for S1 From To. with area (Name-Area) Dev Construction-200 0000000000000000000000000000000000

Endorsement For Deed Number : I - 160501491 / 2019

On 01-03-2019

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

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 08-03-2019

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

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

Presented for registration at 13:22 hrs on 08-03-2019, at the Office of the A.D.S.R. ALIPORE by Mr Sanjib Dey ,.

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

Execution is admitted on 08/03/2019 by 1. Mr Anup Mondal, Son of Late Jnanendra Chandra Mondal, 272 Sreerampore Road, P.O: Garia, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 2. Mr Sanjib Mondal, Alias Mr Sanchit, Son of Late Jnandendra Chandra Mondal, 272 Sreerampore Road, P.O: Garia, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Mr Mithun Mondal, Son of Late Ganendra Alias Jnanendra Chandra Mondal, 272, Sreerampore Road, P.O: Garia, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr Soleman Ali Molla, , , Son of Mr Shalamat Ali Molla, Kanungo Park Masjid Bari, P.O. Garia, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Muslim, by

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

Execution is admitted on 08-03-2019 by Mr Sanjib Dey, sole proprietor, Dey Construction (Sole Proprietoship), E-44 Kalachand Para, P.O:- Garia, P.S:- Bandroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Soleman Ali Molla, , , Son of Mr Shalamat Ali Molla, Kanungo Park Masjid Bari, P.O: Garia, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Muslim, by

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021/- (B = Rs 20,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/03/2019 4:20PM with Govt. Ref. No: 192018190368516231 on 05-03-2019, Amount Rs: 20,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI7364564 on 05-03-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000/-, Description of Stamp

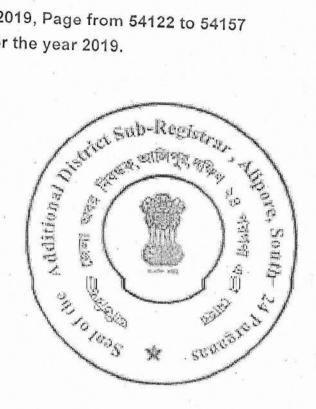
1. Stamp: Type: Impressed, Serial no 2630, Amount: Rs.5,000/-, Date of Purchase: 06/03/2019, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/03/2019 4:20PM with Govt. Ref. No: 192018190368516231 on 05-03-2019, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI7364564 on 05-03-2019, Head of Account 0030-02-103-003-02

Salulida.

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1605-2019, Page from 54122 to 54157 being No 160501491 for the year 2019.





Digitally signed by SUKANYA TALUKDAR Date: 2019.03.19 17:28:45 +05:30 Reason: Digital Signing of Deed.

(Sukanya Talukdar) 19/03/2019 17:28:41 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)