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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document.

District Sub-Registrar (2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
SEP 2015

जमालुद्दीन मुन्डल  
कमालुद्दीन मुन्डल  
समदुद्दीन मुन्डल  
सालुद्दीन मुन्डल  
महामुदा जमादर  
महामुदा बिबी  
मखिया मुन्डल

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made this day of Two Thousand Fifteen Between 1) JAMALUDDIN MONDAL (PAN- CMXPM04609), 2) KAMALUDDIN MONDAL, 3) SAMADUDDIN MONDAL (PAN- BTWPM01711) 4) SALAUDDIN MONDAL (PAN- CNBPM3691P), no.1 to no.4 by religion -Muslim, by occupation-business, by nationality- Indian, residing at Vill-Paikpara, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 5) MAHAMUDA ZAMADER @ MAHAMUDA BIBI, wife of Late Rajjak Jamadar, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill- Urtardaga, Cazi Para P.O. Banhoogly 2, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 6) Makhia MONDAL, wife of Idris Mondal, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Poighat

26 AUG 2015

33433

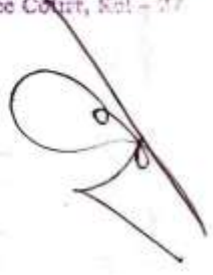
No. .... Rs. 100/- Date....

Name: Rajwada Developer

Address: 26, Mahamaya Mandir Road, Kol-84,  
P.S. Sonarpur

Version: .....  
Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol - 87



Billed Agent  
V.C.T.D  
3316

Billed Agent  
V.C.T.D  
3319

স্বাক্ষরিত কর্তৃক

কর্তৃক স্বাক্ষরিত  
3320



District Sub-Registrar  
Registrar (S-7(2)) of  
Registration Act 1908  
Alipore, South 24 Parganas  
3 | AUG 2015

Identified by  
Bo Dhasakhi (F/1310/1312/2009)  
Alipore Police Court  
Kol - 84

જાગૃતી સંસ્થા દ્વારા  
કાર્યવાહી કરવામાં આવેલ છે


સાક્ષી સહી કરવામાં  
આવેલ છે


જાગૃતી સંસ્થા  
દ્વારા કરવામાં  
આવેલ છે

સહી કરવામાં  
આવેલ છે


School Math, P.O. Jagaddal, P.S. Sonarpur, Kolkata-700151, Dist-24 Pgs South 7) **EKSIDA SEKH @SEKH EKIDA**, wife of Daud Sekh, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill- Elachi, Musalman Para Road, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 8) **RASIDA BIBI** (PAN-BVMPB0509B), wife of Amjad Ali Sardar, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill-Paik Para, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 9) **ASHIDA GAJI**, wife of Iliyas, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Keyatala, P.O. Keyatala, P.S. Baruipur, Pin-743372, Dist-24 Pgs South 10) **SAJIDA KAJI @ SAJIDA BIBI**, wife of Kaji Nasirudhin, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill- Salika, P.O. Maheshpur, P.S. Mograhat, Pin-743355, Dist-24 Pgs South 11) **KASHIDA BIBI SEKH** (PAN- DGFPS7423M), wife of Usman Ali Sekh, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Kusumba (park para), P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South, no.1 to no.4 sons of and no.5 to no.11 daughters of Late Jyad Ali Mondal, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and/ or assigns) of The **ONE PART/FIRST PARTY; AND M/S RAJWADA DEVELOPER** (PAN- AARFR9646N), a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its authorized signatory namely (1) **MR. PARVEEN AGARWAL** (PAN- AGPPA1802M) (2) **MR. BIKASH AGARWAL** (PAN- AHAPA8484B) (3) **MR. RAJ KUMAR AGARWAL** (PAN- AHAPA8485A) all sons of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its authorised signatory **MR. BIKASH AGARWAL** (PAN- AHAPA8484B), son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, By occupation- Business, presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), by virtue of a Development Power of Attorney which was registered before the office of the A.D.S.R. Garia, at South 24 Parganas, and in recorded in Book No. IV, Volume No. 1629-2015, page from 1590 to 1601, being no. 162900297, for the year 2015, hereinafter called and referred to as the **"DEVELOPER/PROMOTER"** (which term or expression shall unless excluded by or


 V.C.T. ৩  
3321


মাধুদা বিবি  
 V.C.T. ৩  
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সাহিত্য প্রমুখ  
 V.C.T. ৩  
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সেইদা বিবি  
 V.C.T. ৩  
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সাহিত্য বিবি  
 V.C.T. ৩  
3325

সোনারদিন প্রমুখ  
 V.C.T. ৩  
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সাহিত্য বিবি  
 V.C.T. ৩  
3327

শেখ বক্রিয়া  
 V.C.T. ৩  
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সাহিত্য প্রমুখ  
 V.C.T. ৩  
3329  
সাহিত্য প্রমুখ



District Registrar  
Office of the District Registrar  
Alipore, South 24 Parganas

3 / AUG 2015

কাস্তান মোমালদার  
কামাল উদ্দিন মন্ডল

সহকারী ডিপুটি ম্যাজিস্ট্রেট  
সি. এ. এ. ফকির  
সীমান্ত শুল্ক স্টেশন

মালিক  
মন্ডল  
স্বাক্ষর

মালিক  
মন্ডল  
স্বাক্ষর

repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY.**

**WHEREAS** at all material times and until the time mentioned hereafter one Mulluk Chand Mondal seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza-Ukhilapaikpara, J.L. No.56, Dist. South 24 Parganas.

**AND WHEREAS** the said Mulluk Chand Mondal gifted/ bequeathed **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza- Ukhilapaikpara, J.L. No.56, Dist. South 24 Parganas to his son Jyad Ali Mondal along with other lands by virtue of a Bengali Deed of Gift, recorded in Book No.1, Volume No.4, Page from 282 to 285, being Deed No.4488 for the year 1949.

**AND WHEREAS** the said Jyad Ali Mondal died and on his death **ALL THAT** the said land comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) by estimation an area of 32 Satak be the same a little more or less devolved unto his only legal heirs his four sons namely Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal and seven daughters namely Mahamuda Zamader @ Mahamuda Bibi, Majida Mondal, Ekida Sekh @Sekh Ekida, Rasida Bibi, Ashida Gaji, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh in proportion to the respective shares.

**AND WHEREAS** the Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal, Mahamuda Zamader @ Mahamuda Bibi, Majida Mondal, Ekida Sekh @ Sekh Ekida, Rasida Bibi, Ashida Gaji, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh herein seized and possessed of or otherwise well and sufficiently entitled to as the full



District Sub-Registrar-IV  
Registrar (A) of  
Registration Act 1908  
Alipore, South 24 Parganas

3 | AUG 2015

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Handwritten notes in Odia script, likely identifying the parties or the nature of the agreement.

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and absolute owner of ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas more fully and particularly described and mentioned in the SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the SAID PREMISES.

AND WHEREAS the owners herein after acquiring the full and absolute right in the said premises duly applied for and got his name mutated in the records maintained in the office of the concerned BL & LRO and have been duly and punctually receiving, paying and discharging the rents, issues and other outgoings concerning and/or relating thereto and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur.

AND WHEREAS the owners with the intention of beneficial and profitable users of the SAID PREMISES hath approached the Developer with a proposal of development of the SAID PREMISES on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the owners have now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this joint venture agreement for further guidance concerning mutual rights and obligations.

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :-**

**NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH** as follows:

**ARTICLE -I**

**(DEFINITION)**

**OWNERS : 1) JAMALUDDIN MONDAL (PAN- CMXPM0460P), 2) KAMALUDDIN MONDAL, 3) SAMADUDDIN MONDAL (PAN- BTWPM0177L) 4) SALAUDDIN MONDAL (PAN- CNBPM3691P), no.1 to no.4 by religion -Muslim, by occupation- business, by nationality- Indian, residing at Vill-Paikpara, P.O. Narendrapur, P.S.**



District Registrar-IV  
Registration (S 7(2)) of  
Registration Act, 1908  
Alipore, South 24 Parganas

3 | AUG 2015



জাতিসংগে উত্তরাঞ্চল  
কলকাতা উত্তরাঞ্চল

স্বাক্ষরিত ও প্রমাণিত  
CSI প্রকৌশল  
সীলন ও স্বাক্ষর

সাজিদা মুনিক  
সাজিদা মুনিক

সাজিদা বিবি  
সাজিদা বিবি

সাজিদা বিবি

সাজিদা বিবি

Sonarpur, Kolkata-700103, Dist-24 Pgs South 5) **MAHAMUDA ZAMADER @ MAHAMUDA BIBI**, wife of Late Rajjak Jamadar, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill- Utardanga, Gazi Para P.O. Banhoogly 2, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 6) **MAJIDA MONDAL**, wife of Idris Mondal, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Polghat School Math, P.O. Jagaddal, P.S. Sonarpur, Kolkata-700151, Dist-24 Pgs South 7) **EKDIA SEKH @SEKH EKIDA**, wife of Daud Sekh, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill- Elachi, Musalman Para Road, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 8) **RASIDA BIBI (PAN- BVMPB0509B)**, wife of Amjad Ali Sardar, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill-Paik Para, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South 9) **ASHIDA GAJI**, wife of Iliyas, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Keyatala, P.O. Keyatala, P.S. Baruipur, Pin-743372, Dist-24 Pgs South 10) **SAJIDA KAJI @ SAJIDA BIBI**, wife of Nasirudhin Kaji, by religion -Muslim, by occupation- House Wife, by nationality- Indian, residing at Vill- Salika, P.O. Maheshpur, P.S. Mograhat, Pin-743355, Dist-24 Pgs South 11) **KASHIDA BIBI SEKH (PAN- DGFPS7423M)**, wife of Usman Ali Sekh, by religion - Muslim, by occupation- House Wife, by nationality- Indian, residing at Kusumba (park para), P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, Dist-24 Pgs South, no.1 to no.4 sons of and no.5 to no.11 daughters of Late Jyad Ali Mondal.

**DEVELOPER: M/S RAJWADA DEVELOPER\_(PAN- AARFR9646N)**, a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its partners namely (1) **MR. PARVEEN AGARWAL (PAN- AGPPA1802M)** (2) **MR. BIKASH AGARWAL (PAN- AHAPA8484B)** (3) **MR. RAJ KUMAR AGARWAL (PAN- AHAPA8485A)** all sons of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its authorised signatory **MR. BIKASH AGARWAL (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, By occupation- Business, presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), by virtue of a Development Power of Attorney which was registered



*[Signature]*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

3 | AUG 2015

কাজের শর্তাবলী  
কর্তৃপক্ষের দায়িত্ব

সংক্রান্ত উদ্দেশ্য  
CSA & প্রকল্প

কাজের শর্তাবলী  
কর্তৃপক্ষের দায়িত্ব

কাজের শর্তাবলী  
কর্তৃপক্ষের দায়িত্ব

কাজের শর্তাবলী  
কর্তৃপক্ষের দায়িত্ব


কাজের শর্তাবলী  
কর্তৃপক্ষের দায়িত্ব

before the office of the A.D.S.R. Garia, South 24 Parganas, and in recorded in Book No. IV, Volume No. 1629-2015, page from 1590 to 1601, being no. 162900297, for the year 2015.

The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

1. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developer/Contractor for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developer/Contractor time to time.
2. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Sixth Schedule hereto.
3. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Fourth Schedule hereto.
4. **ARBITRATOR** shall mean such person or persons whom the Builder and Owner jointly may from time to time appoint as the Arbitrator for the Project and the Arbitrator fees will be beared by the Developer.
5. **MUNICIPALITY** shall mean the Rajpur-Sonarpur Municipality and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
6. **LAND** shall mean the land comprised in the premises having an area of 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas.
7. **NEW BULDING** shall mean and include the building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Rajpur Sonarpur Municipality at the costs of the Developer.



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**31 AUG 2015**

કોસ્ટાન્ટ ઈન્જિનિયરિંગ  
કમ્પાઉન્ડિંગ એન્ડ  
સર્વેયિંગ

સંસ્કૃતિ ડેવલપર્સ  
પ્રા. લિ.

અહીંના  
જામલુદ્દીન બિબી

8. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water, water pump and motor, specific tank, Electric lines, Land, Boundary Walls, roof, main gate of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "D" herein below.

જામલુદ્દીન મહમુદા  
જામલુદ્દીન મહમુદા  
જામલુદ્દીન મહમુદા

9. **OWNER'S ALLOCATION** : shall mean proportionate area of the Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal, Mahamuda Zamader @ Mahamuda Bibi, Majida Mondal, Ekida Sekh @ Sekh Ekida, Rasida Bibi, Ashida Gaji, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor beneath to top which will be multiplied by 41% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owners' allocation duly signed by the Owners and the Developers after the sanction of the building plan and also get Rs.2,00,000/- (Rupees Two Lac) only at the time of registration of this development agreement and rest of the amount Rs.23,00,000/- (Rupees Twenty Three Lac) only will be paid within 15 days after plan sanction and the amount which is paid by the developer to the land owners is refundable without interest after selling the flat to the developers and/or the third purchaser/s as per market price.

જામલુદ્દીન મહમુદા  
જામલુદ્દીન મહમુદા  
જામલુદ્દીન મહમુદા

10. **DEVELOPER'S ALLOCATION**: shall mean Save and except the Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal, Mahamuda Zamader @ Mahamuda Bibi, Majida Mondal, Ekida Sekh @ Sekh Ekida, Rasida Bibi, Ashida Gaji, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh allocation shall be divided by the total land which will be multiplied by the sanction area in each floor beneath to top which will be multiplied by 59% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.

જામલુદ્દીન મહમુદા  
જામલુદ્દીન મહમુદા  
જામલુદ્દીન મહમુદા



District Sub-Registrar-IV  
Registrar (S-2) of  
Registration Act, 1908  
Alipore, South 24 Parganas

31 AUG 2015

କ୍ଷାମ୍ୟାତ୍ମକ ଭାବେ  
କାର୍ଯ୍ୟ କରିବା ପାଇଁ

ସମସ୍ତ ଡିପାଣ୍ଟମେଣ୍ଟ  
କ୍ଷମା ପତ୍ର

ସମସ୍ତ ଡିପାଣ୍ଟମେଣ୍ଟ  
କ୍ଷମା ପତ୍ର

ସମସ୍ତ ଡିପାଣ୍ଟମେଣ୍ଟ  
କ୍ଷମା ପତ୍ର

ସମସ୍ତ ଡିପାଣ୍ଟମେଣ୍ଟ  
କ୍ଷମା ପତ୍ର

11. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by the Rajpur-Sonarpur Municipality and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the Owner and in case of any Revised Plan also such approval has to be taken.
12. **PREMISES** shall mean having an area of undivided 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas, more fully described in the First Schedule hereto.
13. **PROJECT** shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit Owners.
14. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.
15. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, Used and/ or enjoyed by any Unit Owner and which is not the common portion.
16. **UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.
  - a) **MASCULINE GENDER** shall include the feminine and vice versa.
  - b) **SINGULAR** shall include the plural and vice versa.
17. **SUBMISSION OF THE DOCUMENTS** : at the time of agreement all the certify copy of original Deeds, tax receipt, documents, heirs certificate and all other related



  
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necessary papers shall be submitted by the owners to the Developers and on request the developers will return the documents to the owners on the same day.

18. **SALEABLE SPACE** : shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the Owners' Allocation together with all proportionate common facilities and the space as required thereof.
19. **FORCE MAJURE**: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.
20. **TRANSFER**: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.
21. **TRANSFeree**: shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
22. **COVERED & BUILT UP AREA**: shall mean covered area the area multiplication of length & breadth of the flat or unit, measured wall to wall externally in both length & breadth side plus proportionate share of stair case with landing, plus proportionate shares of caretaker room & toilet (Service Area) plus proportionate share of ground floor stair and landing over this/these to arrive at covered area.
23. At any point of time or circumstances if the three land owners are needed signature or endorsement by the builder/developer in connection with (i) registration of deed of conveyance or any other legal matter/supplementary agreement/document in respect of booking, sale, transfer, lease, rent or any such deed/transaction concerning the land owners' allocated share of holding for flats or premises or property (ii) requirement of loan in any nationalised/private bank or financial institution or (iii) tripartite agreement or (iv) as confirming party of any register agreement, the builder/developer will be bound to execute and endorse signature or make his presence as and when required. If the builder does not cooperate denies to sign any paper related to sale of owners' allocation, any Government paper, Bank's paper, required for the property transfer, the owner will give one months notice to the builder. If the builder still does not cooperate the owners will have right to revoke the power. Land owners will also



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cooperate with the builder regarding presentation of original documents of the said property as and when required.


**ARTICLE-II COMMENCEMENT**

The agreement shall deem to have commenced with effect from the date of execution of these presents.

**ARTICLE - II**  
**OWNER'S OBLIGATION**

- 2.1 The 'owners' have agreed to produce the original papers of the schedule land measuring about 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas after showing the original papres and documents that will be returned to the owners.
- 2.2 The 'owners' have agreed to make over possession of the said property now within his possession of the schedule land measuring about 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas, to the 'developer' simultaneously with the execution of these presents and/or immediately on getting the clearance/sanction for construction of the proposed building from Rajpur Sonarpur Municipality and/or relevant Statutory Authority subject to the terms and conditions hereinafter contained.
- 2.3 Subject to the proceeding clause, the 'Owners' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owners' share/allocation on the said property in accordance with the building plan which will be submitted by the Developer within 6 months from the date of this agreement that is subject to proper mutation of landowners in the



  
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Municipality and BL&LRO, to be sanctioned by the Rajpur Sonarpur Municipality within a stipulated period of 36 months from the date of obtaining permission for construction by the Authorized Officer, if the Developer will not be able to complete the work within the stipulated period of 36 months then the owners will give them another 4 months as a grace period and after this if the developer will not able to complete the work then the developer will pay R. 1,00,000/ per month till completion of the work that if the developer fails to pay the fine amount of Rs 100000 per month within 10th day of every month and fails to pay consecutively for 2 months within the specified period then the owner shall have right to take steps and/or send the notice to the developer to pay the fine amount, in spite of that the developer shall not arrange the said amount then the owners shall serve the notice to cancel the agreement..

- 2.4 If any litigation is found or any crucial papers are missing regarding the land then the land lords will be responsible but they will also have a chance to correct the papers within a reasonable time and if they fail to do so then they will return the advance money only without any interest.
- 2.5 Owners have to collect service tax on all flats they sold to any third party as per Government rate which they either have to give to developer and the developer will pay to Government or the land lords will pay directly to Government if they sell any flat to developer then developer will look after the service tax.
- 2.6 Owners have to pay Rs. 75,000/- as transformer charge, Rs. 2/- per sq.ft. for 12 months as maintenance charge from purchaser of their flats and the same has to be transferred to developer but if the owners will not sale any of the flat/s from owners' allocation and they will want to make over possession of the said flat/s within their possession then owners have not to pay Rs. 75,000/- as transformer charge, Rs. 2/- per sq.ft. for 12 months as maintenance charge.

#### ARTICLE - III

#### OWNER'S RIGHTS AND REPRESENTATIONS

- 3.1 The 'owners' is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land measuring about 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali



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land) and situate within Mouza- Ukhlilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas, more fully and particularly described in the Schedule 'A' hereunder written.

3.2 None other than the said 'owners' have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.

3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.

3.5 The Developer as well as the Owners shall collect individual clearance Income Tax if required in respect of their individual allocation.

3.6 The owners have full right to execute the sale deed in favour of their purchasers from their/owners allocation.

3.7 The owners have right to inspect the project by their Expart and/or Engineer the developers shall not be raised any objection.

ARTICLE-IV

DEVELOPER/PROMOTER'S RIGHTS

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4.1.If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'owner' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.

4.2.Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'owner' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developer's allocation in the building in the manner hereafter stated.

4.3.The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.

4.4.The developer shall exclusively entitled to DEVELOPER'S ALLOCATION in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owners

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ਭਾਗੀਦਾਰਾਂ ਦੀ ਸੰਖਿਆ 13  
- ਕੁਲ ਮਾਲਕਾਂ ਦੀ ਸੰਖਿਆ

ਸਾਈਟ ਵਿੱਚ  
ਦਿੱਸੇ ਅਨੁਸਾਰ

and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPER'S ALLOCATION.**

4.5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be slandered one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.

4.6. The owner will give xerox copy of all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the Owner after completion the construction work.

4.7. The owners have full right to execute the sale deed in favour of their purchasers from their/owners allocation.

4.8. That the developers shall have right to execute a deed of sale registry of one flat in favour of the intending purchaser/s from their stipulated allocation abovementioned after handing over the possession of one flat to the land owners from their stipulated allocation abovementioned. In this ratio total numbers of flats will be allocated by the developer and the land owners.

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ਦੀ ਸੰਖਿਆ 13

ਦੇ ਖਰੀਦਕਾਰੀ ਵਾਲੇ  
ਦੀ ਸੰਖਿਆ 13

ARTICLE - V

CONSIDERATION AND SPACE ALLOCATION

5.1. The 'developer/promoter' shall complete the construction of the said multistoried building within 36 months from the date of obtaining permission from the authorized officer of building if the developer will not able to complete the work within stipulated time then the owners will give them another 4 months as a grace period and after this if the work not completed then the developer will pay R. 1,00,000/ per month till completion of the work that if the developer fails to pay the fine amount of Rs 100000 per month within 10th day of every month and fails to pay consecutively for 2 months within the specified period then the owner shall have right to take steps and/or send the notice to the developer to pay the fine amount, in spite of that the developer shall not arrange the said amount within fifteen days then the owners shall serve the notice to cancel the agreement then it shall be stand cancelled.

5.2. The 'developer' shall on completion of the construction of the building put the owner in undisputed possession of the owner's share/allocation in the manner fully described in the

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કમોન ડેવલપમેન્ટ

સર્વત્ર લેખિત સંજ્ઞા

સાહકોની વિધિ  
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સાહકોના ઉપરિચાર  
સાહકોના સંચાલન

schedule 'B' hereunder written together with all rights in common to the common portions and facilities.

5.3. The 'developer' shall be exclusively entitled to the developer's allocation in the building with the right to transfer or otherwise deal with or dispose of the same and the owners shall not interfere with or disturb quiet and peaceful possession of the developer's allocation provided that the 'developer' has complied with all terms conditions which are to be observed and performed by the developer/promoter under these presents. However such transfer of the developer's allocation is permissible after the developer shall put the owners the physical possession of the owners' allocated portion in the proposed building.

5.4. The owners shall be entitled to transfer and/or otherwise deal with the owner's allocation in the building.


5.5. In so far as necessary all dealings by the 'developer/promoter' in respect of the building shall be in the name of the owners for which purpose the owner have agreed to execute a power of attorney favoring the developer/promoter by these presents with clear understanding that such dealings shall not in any way fasten or create any financial liabilities upon the owner.

5.6 As soon as the new building shall be completed the DEVELOPER shall give written notice to the Owner for taking the vacant possession of the OWNERS' ALLOCATION in the new building as within mentioned and the Owners shall then take the possession in the said allocation of the OWNERS if the developer make construction as per specification of works and since the date of possession the OWNERS shall pay the proportionate taxes and maintenance cost for their allocation.

5.7 The OWNERS shall execute the deed of conveyance or conveyances in respect of the flats etc. together with undivided proportionate share of the land which shall come under the DEVELOPER ALLOCATION in favour of either the DEVELOPER and/or their nominee or nominees at the time of getting possession of the OWNERS' ALLOCATION or thereafter when call for. The cost of the Deed of Conveyance will be borne by the DEVELOPER and/or their nominee or nominees.

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સરકાર દ્વારા

ભરૂચ જિલ્લાના કચ્છ વિસ્તારમાં  
કચ્છના કચ્છ વિસ્તારમાં

ARTICLE - VI  
BUILDING

સામૂહિક રીતે  
(સી.એ.કે.સી.)  
સામૂહિક રીતે  
બાંધવામાં આવેલ

સામૂહિક રીતે  
બાંધવામાં આવેલ  
સામૂહિક રીતે  
બાંધવામાં આવેલ  
સામૂહિક રીતે  
બાંધવામાં આવેલ

- 6.1 The developer shall at his own costs and expenses construct erect and complete a multistoried building on the said property within the time specified above in accordance with the sanctioned building plan with good and standard materials as may be specified by the Specification from time to time and owner's contribution would be in form of land 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shaii land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza- Ukhilapaikpara, J.L. No.56. R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas.
- 6.2 The 'developer' shall install and erect in the said multistoried building at his own costs and expenses all the facilities as are required to be provided in the multistoried building having self-contained apartment and constructed for sale of flats.
- 6.3 The 'developer' shall arrange for common meters of common spaces the costs of the same shall be borne by all the flat owners such as all the purchasers including the owner proportionately.
- 6.4 The 'developer' shall arrange for the undivided meters also in respect of all the flats thereon including the owner's allocation and at the cost of the respective occupiers.
- 6.5 The 'developer' shall be authorized in the name of the owner in so far as it necessary to apply for and obtain quotas entitlements and other allocation for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage, sewerage whatsoever to the said building and other inputs and for the construction or enjoyment of the building.
- 6.6 The 'developer' shall at his own costs and expenses and without creating any financial or other liability on the owner construct and complete the said building including the owner's allocation in accordance with the building plan.
- 6.7 All costs, charges and expenses including municipal fees and architect fees shall be discharged by the developer/promoter during the period from the execution of this



  
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જાડાણ લેખન સંબંધી  
સંબંધિત કાનૂની અસર

સામગ્રી ઉપર કાનૂની  
સંબંધિત કાનૂની અસર

આવક વધારા  
(સુધી 9 ફી)

આવક વધારા  
(સુધી 9 ફી)


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agreement till the completion of the construction of the said building and the owner shall bear no responsibility for such costs during the above-mentioned period.

**ARTICLE - VII**  
**COMMON FACILITIES**

- 7.1. The developer/promoter shall pay and bear all property taxes and other dues and outgoings in respect of the developer/promoter's share/allocation accrued on and from the date of handing over possession of the said property to the developer/promoter.
- 7.2. As soon as the building is completed, the developer/promoter shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the building and there being no dispute regarding the construction of the building in terms and conditions of this agreement and according to the specification and plan thereof and certificate of the Architect being produced to that effect then within fifteen days from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payment of Municipal and property taxes, rates, dues, duties and other public outgoings and impositions including maintenance charges whatsoever (hereinafter for the sake of brevity referred to as "The said Rates") payable in respect of the owner's allocation and the developer/promoter and/or the allottees/purchasers of the flats of the developer/promoter's share shall be responsible to pay the balance of the said rates.
- 7.3. The owner and the developer/promoter shall punctually and regularly pay for their respective allocation the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the developer/promoter and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them, as the case may be consequent upon a default by the owner and the developer/promoter on this behalf.
- 7.4. Notwithstanding anything contained herein before, it is agreed that until individual assessment of the respective flat is being made by the authority concerned the said rates will be borne by the individual flat-owners proportionately as per their respective flat area.
- 7.5. As and from the date of service of Notice of possession the owner shall be responsible to pay and bear and shall forthwith pay on demand to the developer/promoter, the service



  
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charges for the common facilities in the building in respect of the owner's allocation, full particulars of which have been set out in the schedule 'D' hereunder written.

7.6. The owner shall not do any act, deed or thing where by the developer/promoter shall be prevented from the construction and/or completion of the said building.

ARTICLE - VIII

OWNER'S FURTHER OBLIGATIONS

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8.1. The owners hereby agree and covenant with the developer/promoter not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoter, if anything is not going against the spirit of this Agreement.

8.2. The owners hereby agree and covenant with the developer/promoter not to do any act, deed or thing whereby the developer/promoter may be prevented from selling, assigning and/or disposing of any of developer/promoter's allocation.

8.3. The owners hereby agree and covenant with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.

8.4. The owners hereby agree and covenant with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

8.5. That the owners shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from the Rajpur Sonarpur Municipality and shall attend all courts, offices, registration offices as and when the owner's presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid.

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ARTICLE - IX

DEVELOPER/PROMOTER'S FURTHER OBLIGATION

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9.1. The developer/promoter hereby agrees and covenants with the owner to complete the construction of the building within the stipulated time as stated herein.



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કોમ્પાઉન્ડિંગ પ્રોગ્રામ  
અધિકારી દ્વારા

સરકારી અધિકારી  
સાંમતિ મેળવેલ

આજના તારીખ  
15/05/2023

સરકારી અધિકારી  
સાંમતિ મેળવેલ

સરકારી અધિકારી  
સાંમતિ મેળવેલ

સરકારી અધિકારી  
સાંમતિ મેળવેલ

9.2.The developer/promoter hereby agrees and covenants with the owner not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owner.

9.3.The developers/promoters hereby agree and covenant with the owners not to do any act, deed or thing whereby the owner are prevented from enjoying, selling, assigning and/or disposing of any of the owner's allocation on the building.

9.4.That the developers will be applied for CC within 4 months to the concern authority from hand over the possession to the owners until obtain the CC from the concern authority the developers will liable to pay all the municipal taxes of the flat/s of the owners and/or project.

9.5. That the developers pays unto the owners a sum of Rs.2,00,000/- at the time of signing of this agreement and rest of the amount Rs.23,00,000/- will be paid within 15 days after plan sanction and the total amount shall be refundable by the owners to the developer at the time of hand over of first possession of the Land Owners' allocation in the proposed building without any interest after selling the flat to the developers and/or third purchaser/s as per market price.

**ARTICLE - X**

**FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNER AND THE DEVELOPER/PROMOTER**

10.1.The owners agree and covenant with the developer/promoter that as soon as the owner's allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation, he will take possession within seven days notice and without any disturbances or creating any problems provided the allocated portion are up to the entire satisfaction of the owner.

10.2.The owners agree and covenant with the developer/promoter that immediately after obtaining sanctioned plan from Rajpur Sonarpur Municipality they will hand over a peaceful possession of the existing building 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, shali land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sali land) and situate within Mouza- Ukhlapaikpara, J.L. No.56, R.S. No.147, Touzi



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No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas, for the demolition of the said building to the developer/promoter.

10.3. That the developers shall have the option to develop the above property and to acquire adequate facilities the developer shall have the option to raise the construction of the proposed building by way of amalgamation of any adjoining property and the developer shall incur all costs and expenses for obtaining the order of amalgamation from the municipal authorities and the owners shall sign and execute all documents, forms, plans and such other formalities at the costs of the developer and the owners shall have no right to raise any objection on such account.

10.4. That the F.A.R. will be given to the owners as their proportionate ratio in each floor.

10.5. That the developers shall do registry of one flat in favour of the intending purchaser/s from their stipulated allocation abovementioned after handing over the possession of one flat to the land owners from their stipulated allocation abovementioned. In this ratio total numbers of flats will be allocated by the developer and the land owners and this point will be applicable and maintain by the parties for this project..

ARTICLE - N1

OWNER'S INDEMNITY

11.1. The owners hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

The OWNERS shall not be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the DEVELOPER even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident OWNERS shall not be held responsible and liable to pay any compensation for the same.

11.2. The OWNERS hereby agree and covenant with the DEVELOPER not to do any act, deed or thing whereby the DEVELOPER may be prevented from selling, assigning

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and/or disposing of any of the DEVELOPER allocated portion in the building after completion of the new building.

ARTICLE - XII

DEVELOPER/PROMOTER'S INDEMNITY

- 12.1. The developer/promoter hereby undertakes to keep the owner indemnified from and against all third parties' claim and actions arising out of any part of act or commission of the developer/promoter in or relating to the construction of the said building.
- 12.2. The developer/promoter hereby indemnifies and keeps the owner indemnified from and against all actions, suits, costs, proceedings and claims and demands that may arise out of the developer/promoter's allocation with regard to the development of the said property and/or in the matter of the construction of the building and/or for any defect therein.

ARTICLE - XIII

MISCELLANEOUS

- 13.1. The owners and the developer/promoter have entered into this agreement purely for construction and nothing contained herein shall be deemed to construe as partnership between the developer/promoter and the owner or as a joint venture between the parties hereto constitute as an Association of persons and this arrangement is subject to production of the Death Certificate and original Deed of Conveyance as aforesaid.
- 13.2. It is understood that from time to time to facilitate the construction of the building by the developer/promoter various deed, matters and things, not herein specified may be required to be done by the developer/promoter and for which the developer/promoter may need the authority of the owner and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been herein, the owner hereby undertake to do all such acts, deeds, matters and things and the owner shall execute additional power of attorney and/or authorization as may be required by the developer/promoter for the purpose and the owner also undertake to sign an execute all such acts, deeds, matters and things if the same do not in any way infringe and/or effect the rights of the owner in respect of the said property and/or go against the spirit of this agreement.
- 13.3. Any notice required to be given by the developer/promoter shall be deemed to have been served to the owner if delivered by hand and duly acknowledged or sent by prepaid

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ভাটসাল্য উন্নয়ন সমিতি  
কলকাতা জি.এ.সি.সি. ২১

সংসদ উন্নয়ন সমিতি  
সি.এ.সি.সি. নং ২১

সংসদ উন্নয়ন সমিতি  
সি.এ.সি.সি. নং ২১

registered post with acknowledgement due and shall likewise be deemed to have been served on the developer/promoter, if delivered by hand or sent by prepaid registered post with acknowledgement due to the developer/promoter.

13.4. The developer/promoter and the owner with consultation with the other flat owners shall mutually frame scheme for the management and/or for the administration of the said building and/or common parts and facilities thereof.

13.5. The owners and the developer/promoter hereby agreed to abide by all the rules and regulations of such management/society/association/ organization and hereby give their consent to abide by the same.

ARTICLE - XIV  
FORCE MAJEURE

ভাটসাল্য উন্নয়ন সমিতি  
কলকাতা জি.এ.সি.সি. ২১

14.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

14.2. Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

ARTICLE - XV  
JURISDICTION


15. 1. The courts of Kolkata alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

SCHEDULE 'A' ABOVE REFERRED TO:

ALL THAT 32 Satak be the same a little more or less and comprised in (R.S. Dag No.2304, L.R. Dag No.2297, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 11 satak, Sati land)+( R.S. Dag No.2305, L.R. Dag No.2298, appertaining to R.S. Khatian No. 201, L.R.Khatian No.1759, 21 satak, Sati land) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, District- South 24 Parganas, butted and bounded as follows: -

- On the North: by land of Sajjat Mondal
- On the South: by land of Sakkat Ali Mondal.
- On the East: by land of Cococola Ocodours
- On the West: by land of Nive Islam Mondal.



  
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જામલુદ્દીન મોન્ડલ ડેવલપમેન્ટ પ્રોજેક્ટ  
સંબંધિત બિલ્ડિંગ પ્લાન

સંબંધિત ઉપરોક્ત  
જામલુદ્દીન મોન્ડલ

**SCHEDULE 'B' ABOVE REFERRED TO:**

**(OWNERS' ALLOCATION)**

shall mean proportionate area of the Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal, Mahamuda Jamadar @ Mahamuda Bibi, Majida Mondal, Ekida Sekh @ Sekh Ekida, Rasida Bibi, Ashida Gaji, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor which will be multiplied by 41% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owners' allocation duly signed by the Owners and the Developers after the sanction of the building plan and also get Rs.2,00,000/- (Rupees Two Lac) only at the time of registration of this development agreement and rest of the amount Rs.23,00,000/- (Rupees Twenty Three Lac) only will be paid within 15 days after plan sanction and the amount which is paid by the developer to the land owners is refundable without any interest after selling the flat to the developers and/or third purchaser/s as per market price.

**SCHEDULE "C" ABOVE REFERRED TO:**

**(DEVELOPER'S ALLOCATION)**

shall mean Save and except the Jamaluddin Mondal, Kamaluddin Mondal, Samaduddin Mondal, Salauddin Mondal, Mahamuda Jamadar @ Mahamuda Bibi, Majida Mondal, Ekida Sekh @ Sekh Ekida, Rasida Bibi, Ashida Gaji, Sajida Kaji @ Sajida Bibi and Keshida Bibi Sekh allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 59% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.

જામલુદ્દીન મોન્ડલ  
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જામલુદ્દીન મોન્ડલ  
સંબંધિત બિલ્ડિંગ પ્લાન

જામલુદ્દીન મોન્ડલ  
સંબંધિત બિલ્ડિંગ પ્લાન

જામલુદ્દીન મોન્ડલ  
સંબંધિત બિલ્ડિંગ પ્લાન



  
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**8 AUG 2015**

કોમ્પાઉન્ડ ટીમન ફાયમ 23  
જયમ સિનિત ડેસ

જાનકુ ડિપ્લોમા  
સીપીડીલ નામ

**THIRD SCHEDULE REFERRED TO ABOVE**


(Specification of Construction)

**ANNEXURE-"X"**

આ રજૂ કરવામાં આવેલ છે  
જેમાં સર્વે ઓપીન વર્ક  
સર્વે ઓપીન વર્ક  
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સર્વે ઓપીન વર્ક

1. The structure of the building will be rain forced concrete from structure.
2. External brick wall will be 8"/10" thick.
3. Internal partition wall will be 5"/3".
4. All floors will be Tiles/marble (2' x 2' marble and internal wall surface will be plaster of paris.
5. Kitchen which would be finished with black stone on the top would be finished with Kajaria or bell type wall tiles upto 3' height.
6. Toilet wall will be glazed tiles upto 5'6" (from the floor one Indian Type pan one shower and two tap points to be to be provided in toilet.
7. There will be one white basin in dinning.
8. All electrical wiring will be conceal type, each bedroom and dinning room will have three light points, one fan point and one plug point, in kitchen one power point, one exhaust fan point and one light point.  
Toilet and verandah will have one light point each, one ceiling point.
9. Internal plumbing works will be surface type and is of PVC pipe point.
10. External plumbing works will be surface type and is of PVC pipe  
lint.
11. Rain water line will be also made of PVC pipe
12. There will one tube well and overhead PVC tank.
13. Underground waste line will be of S.W. Pipe 4" dia.
14. All windows will be steel glass fitted with 10mm x 4mm grill.
15. All doors frames will be of 4" x 2.5" sal wood made.
16. Internal flush door (ply made) and external panel door of Black sirish wood.
17. Doors/windows/grill 2 coats paints.
18. One common grill entry door at ground floor stair entrance.
19. Outside cement based paint coats.
20. Mainline/main meter per flat Rs.



  
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કોમ્પ્લેટ લેઆઉટ આપવા  
અને અન્ય સુવિધાઓ

અન્ય સુવિધાઓ  
સામેલ કરવા

AMENITIES AND FACILITIES OF THE TOTAL PROJECT PROVIDE BY THE

DEVELOPER.

1. A.C. COMMUNITY HALL.
2. MODERN CLUB HOUSE WITH GYMNASIUM,
3. CHILDRENS PLAY GROUND, if possible.
4. POWER BACK UP.
4. All the facilities of the new building will be enjoy by the owners.

FOURTH SCHEDULE ABOVE REFERRED TO

(The common Portion)

En trance and exists to the premises and the new building

- i) Durwan's room/care takers room.
  - ii) Boundary walls and gate of the premises
  - iii) Staircase lobbies on the entire floor.
  - iv. Elevator / Lift with capacity of five passengers of Adams or equivalent make.
  - v. Entrance lobby, electric utility room/meter room
  - vi. Water pump room.
  - vii. Common installations anywhere outside any unit.
  - viii. Right of access on the roof above the top floor of the new building.
  - ix. Any common area in the new building, foundation, columns, beams, supports common passage etc.
2. WATER, PLUMBING, and DRAINAGE:-
1. Drainage, Sewerage lines and other installations for the same. (Except only those as are installed within the exclusive area of any unit and/ or exclusively for its use.
  2. Water supply system/Drinking Water supply system tube well.

આપણે આપણી સુવિધાઓ આપવા માટે તૈયાર છીએ. અન્ય સુવિધાઓ સામેલ કરવા માટે અમે તૈયાર છીએ. અન્ય સુવિધાઓ સામેલ કરવા માટે અમે તૈયાર છીએ.



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কোম্পানীতে মালিকদের  
স্বত্বাধীনতা

স্বত্বাধীনতা  
স্বত্বাধীনতা

স্বত্বাধীনতা  
স্বত্বাধীনতা

3. Water pump, underground water reservoir together with all common plumbing installations for drainage water (save only those as are within the exclusive area of any unit and/or exclusively for its use).
4. Electrical installations: Electrical wiring and other fitting (excluding those as are installed within exclusive area of any unit or exclusively for its use)
5. Lightning of common portion
6. Electrical installations for receiving electricity from supply. Supplier (WBSEDCL) and meter for receiving the supply.
7. Passage lift.
8. Others: Such other common parts, areas, equipment, installations, fittings fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the co-owners.

স্বত্বাধীনতা  
স্বত্বাধীনতা

**FIFTH SCHEDULE ABOVE REFERRED TO**

(Covenants and common restrictions)

The owner and all unit owners shall always be strictly adhere to the following restrictions:-

The owner and/ or unit owners shall not do the following

স্বত্বাধীনতা  
স্বত্বাধীনতা

1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.
2. Violate any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
3. Injure, harm, or damage the common portion or any other units in the new building' by making any alteration or withdrawing any support or otherwise.
4. Alter any portion, elevation or colour scheme of the new building.
5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
6. Place or cause to be placed any article or object in the common portion.
7. Use any unit or any part thereof for any purpose other than the purpose meant for (Residential/ commercial)



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કો-ઓનર ડેવલોપર દ્વારા  
કાર્યવાહી કરવામાં આવેલ 26

કો-ઓનર ડેવલોપર દ્વારા  
સામાજિક કલ્યાણ મંત્રાલય

8. Carry on or cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
(THE COMMON EXPENSES)

1. Maintenance :- All cost of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating the common portions including the exterior or interior (but not inside any unit) walls of the new building.
2. Maintenance of passenger lift elevator.
3. Maintenance of Staff:- The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.
4. Association :- Establishment and all other expenses of the Association including the formation, office and miscellaneous expenses.
5. Common utilities :- All charges and deposits for suppliers of common utilities to the co-owners in common.
6. Electricity: - electricity charges for the electrical energy consumed for the operation of common portions.
7. Litigation: all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
8. Rates and Taxes: - Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-owners.

કો-ઓનર ડેવલોપર દ્વારા  
કાર્યવાહી કરવામાં આવેલ

કો-ઓનર ડેવલોપર દ્વારા  
કાર્યવાહી કરવામાં આવેલ

કો-ઓનર ડેવલોપર દ્વારા  
કાર્યવાહી કરવામાં આવેલ

કો-ઓનર ડેવલોપર દ્વારા  
કાર્યવાહી કરવામાં આવેલ



*[Signature]*  
District Sub-Registrar-1V  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas  
**3 | AUG 2015**

IN WITNESS WHEREOF the parties hereto have put their signature on this      day  
month and year first above written.

WITNESSES :-

1. Suchimita Ghosh  
B/7 Rajragan Park  
Kolkata - 754

2. Chiranjit Nandy  
26, Mahanagar, Moudir Road  
Mahanagar, Kolkata - 84

1. চিতামিতা গুহ
2. রাজরাজ পার্ক
3. কলকাতা - ৭৫৪
4. চিরঞ্জিত নন্দী
5. মাহানগর রোড
6. মাহানগর
7. মাহানগর
8. মাহানগর
9. মাহানগর
10. মাহানগর
11. মাহানগর

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SIGNATURE OF THE OWNERS

*Bilal Agarwal*  
As Lawfully Self & Constituted Attorney of  
Rajwada Developers Partners.  
1) Parveen Agarwal  
2) Rajkumar Agarwal


---

SIGNATURE OF THE DEVELOPERS

Drafted by  
*B. Ananta*  
Alipore Judge's Court  
Kolkata- 700 027.

(F/1310/1312/2009)



  
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MEMO OF CONSIDERATION

RECEIVED from the within named Developer a sum of Rs. 2,00,000/- (Rupees Two

Lac) only as adjustable amount in the following manner :-

DATE	CHEQUE No.	BANK	IN FAVOUR OF	AMOUNT
31/8/15	000046	HDFC		2,00,000/-
				-----
Total				Rs.2,00,000/-
				-----

(Rupees Two Lac only)


WITNESSES :-

1. Snehimila Ghosh  
B/7 Raj Narayan Park  
Kolkata - 154
2. Chironjit Nandy  
26, Mahanagar Mandir Road  
Mahamayatala, Kolkata - 84.

1. জৈনাল আবেদীন মন্ডল
2. কামাল হকিম মন্ডল
3. সাফাত উদ্দিন মন্ডল
4. জায়া উদ্দিন মন্ডল
5. মাহুদা বিবি
6. মাহিদা মন্ডল
7. মেন্না মন্ডল
8. মাহিদা বিবি
9. মাহিদা মন্ডল
10. মাহিদা বিবি
11. মাহিদা মন্ডল

SIGNATURE OF THE OWNERS



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**31 AUG 2015**





Handwritten signature in Hindi: श्रीमान् श्री...

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....

Signature ...



Handwritten signature in Hindi: श्रीमान् श्री...

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....

Signature ...



Handwritten signature in Hindi: श्रीमान् श्री...

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....

Signature ...



Handwritten signature in Hindi: श्रीमान् श्री...

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....

Signature ...



District Sub-Registrar-14  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
**31 AUG 2015**



माधुसूता विधि

Name .....

Signature माधुसूता विधि

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



मालिनी मलुने

Name .....

Signature मालिनी मलुने

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



महापति

Name .....

Signature महापति

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					




मजिदा विधि

Name .....

Signature मजिदा विधि

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



  
District Sub-Registrar-iv  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

3 | AUG 2015

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....  
 Signature *सवित्री सुब्बा*

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....  
 Signature *सवित्री विवि*


	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....  
 Signature *सवित्री विवि*

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *BIKASH AARWA*  
 Signature *Bikash Aarwa*



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Kolkata, South 24 Parganas  
**31 AUG 2015**