

02524

D-02357/2015



4  
12/3  
21/15

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 974572  
I hereby certify that the document is submitted for registration, the signature sheets and the endorsement sheets attached with this document are part of this document.

55/2/15

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

7 MAR 2015

**AGREEMENT FOR DEVELOPMENT**

THIS AGREEMENT FOR DEVELOPMENT made this 17<sup>th</sup> day of March Two Thousand Fifteen Between 1) AKLIMA MONDAL, (PAN- CDLPM9408C) wife of Late Nur Islam Mondal, 2) RAHATULLA MONDAL, (PAN- CPJPM2171J) 3) NAZRUL MONDAL, (PAN- BLXPM6135M) both sons of Late Nur Islam Mondal 4) NURNEHAR BIBI SARDAR, wife of Nasi Hossain Sardar, (PAN-FUNPS9624A) 5) NURJAHAN MONDAL, (PAN- CDLPM9410J) wife of Akbar Ali Mondal, both daughters of Late Noor Islam Mondal, all by religion -Muslim, by nationality- Indian, at present residing at Vill- Paikpara, P.O. Narendrapur, P.S. Sonarpur, Dist-24 Pgs South 6) SAHABUDDIN MONDAL, (PAN- CPEPM8971D) 7) M D. NURUDDIN MONDOL, (PAN- ASUPM1446L) 8) AMINUDDIN MONDAL, (PAN- CPEPM8970C) (no.6 to no.8) sons of Late Yad Ali Mondal, by religion -Muslim, by nationality- Indian, at present residing at Vill- Ukhilapaikpara, P.S. Sonarpur, Dist - 24 Pgs South,

17 MAR 2015

27235

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

Name:.....*M/S. Rajwada Developer.*

Address:.....*26, Mahamaya Mandir Road,  
Garia. KOL-84.*

Vendor:.....  
Alipur Collectorate, 24 Pgs. (5)

**SUBHANKAR DAS  
STAMP VENDOR**

V.C. NO *825/15* Alipur Police Court, Kol - 27

*Rajkumar Agarwal*

1083  
17/3/15

RAJWADA DEVELOPER

*Rajkumar Agarwal*  
Partner



RAJWADA DEVELOPER

1085

*Rajkumar Agarwal*  
Partner

17 MAR 2015

District Sub-Registrar-IV  
Registrar 1/157(2) of  
Registration Act 1908  
Allpore, South 24 Parganas,

17 MAR 2015

RAJWADA DEVELOPER 1086

*Rajkumar Agarwal*  
Partner

17 MAR 2015

Identified by me

*Bodhisatwa Das (F/1300/1310/2007)*  
(Advocate)

Alipur Judges Court

Kol-27

9) **EASHAK ALI MONDAL**, (PAN- AOPPM3802H) son of Late Rajah Ali Mondal, by religion -Muslim, by nationality- Indian, at present residing at Vill- Uttar Kumrakhali, P.O. Narendra pur, P.S. Sonarpur, Dist-24 Pgs South, 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 registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, duly represented by its Partneres namely, 1) **SRI PARVEEN AGARWAL**, (PAN- AGPPA1802M) 2) **SRI BIKASH AGARWAL**, (PAN- AHAPA8484B) and 3) **SRI RAJ KUMAR AGARWAL**, (PAN- AHAPA8485A), all sons of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084 and also at "Narendra Baban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless excluded by or 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 Nur Islam Mondal, son of Muluk Chand Mondal, deceased, was amongst others 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 40 Satak be the same a little more or less and comprised in (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 21 satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 11 satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, 08 satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, by virtue of a Bengali Deed of Conveyance, being No.4491 for the year 1949.

**AND WHEREAS** the said Nur Islam Mondal died and on his death **ALL THAT** the said land comprised in (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 21 satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 11 satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, 08 satak, doba) by estimation an area of undivided 40 Satak be the same a little more or less devolved unto his only legal heirs his wife Akima Mondal, two sons namely Rahatulla Mondal, Nazrul Mondal and two daughters namely Nur Nihar Bibi Sarder and Nur Jahan Bibi in proportion to the respective shares settled in his favour in the said Bengali Deed of Conveyance, being No.4491 for the year 1949.

1087  
1087  
17 MAR 2015  
আবদুল হক মন্ডল

1088  
17 MAR 2015  
আবদুল হক মন্ডল

1089  
17 MAR 2015  
আবদুল হক মন্ডল

1090  
17 MAR 2015  
আবদুল হক মন্ডল

1091  
17 MAR 2015  
আবদুল হক মন্ডল

1092  
17 MAR 2015  
আবদুল হক মন্ডল

1093  
17 MAR 2015  
Md. Nurullobban Mondal

1094  
17 MAR 2015  
আবদুল হক মন্ডল

1095  
17 MAR 2015  
Eashakati Mondal



District Sub-Registrar-IV  
Registrar (S 7(2)) of  
Registration Act 1908  
Allipore, South 24 Parganas  
17 MAR 2015

**AND WHEREAS** the Aklima Mondal, Rahatulla Mondal, Nazrul Mondal and Nur Nehar Bibi Sarder and Nur Jahan Bibi herein 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 undivided 40 Satak be the same a little more or less and comprised in (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 21 satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 11 satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, 08 satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality more fully and particularly described and mentioned in the **FIRST SCHEDULE** heretofore written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** at all material times and until the time mentioned hereafter one Yad Ali Mondal, son of Muluk Chand Mondal, deceased, was amongst others 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 27 Satak be the same a little more or less and comprised in R.S. Dag No.2307, L.R. Dag No.2300, appertaining to Khatian No.440 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, appertaining to Khatian No.1012/724 by virtue of a Bengali Deed of Conveyance, being No.4489 for the year 1949.

**AND WHEREAS** by a Bengali Deed of Settlement dated 22<sup>nd</sup> June, 1993 and registered in the office of the District Sub Registrar Sonarpur, Dist- 24 Parganas south and recorded in Book No.1, Volume No.67, Page from 317 to 322, being Deed No.4748 for the year 1993, the said Yad Ali Mondal for diverse good reasons and consideration transferred, assigned and assured by way of Settlement unto and in favour of his son Sahabuddin Mondal **ALL THAT** Carved out part of the piece and parcel of land hereditament and premises containing by estimation an area of undivided 11 Satak out of 27 Satak comprised within R.S. Dag No.2307, R.S. Khatian No. 440, which he would hold as Trustee for the benefit of his son Sahabuddin Mondal during his life time and which on his death would devolve unto the said Sahabuddin Mondal as the beneficiary thereof.

**AND WHEREAS** the Sahabuddin Mondal, son of Late Yad Ali Mondal herein 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 undivided 11 Satak out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allipore, South 24 Parganas  
17 MAR 2015

Municipality more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** by a Bengali Deed of Settlement dated 22<sup>nd</sup> June, 1993 and registered in the office of the District Sub Registrar Sonarpur, Dist- 24 Parganas south and recorded in Book No.1, Volume No.67, Page from 333 to 337, being Deed No.4751 for the year 1993, the said Yad Ali Mondal for diverse good reasons and consideration transferred, assigned and assured by way of Settlement unto and in favour of his son Mohd Nuruddin Mondol **ALL THAT** Carved out part of the piece and parcel of land hereditament and premises containing by estimation an area of undivided 05 Satak out of 27 Satak comprised within R.S. Dag No.2307, R.S. Khatian No. 440, which he would hold as Trustee for the benefit of his son Mohd Nuruddin Mondol Mondal during his life time and which on his death would devolve unto the said Mohd Nuruddin Mondol Uddin Mondal as the beneficiary thereof.

**AND WHEREAS** the Md Nuruddin Mondol 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 undivided 05 Satak out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality sold transferred 2 katha 13 chittaks of land to Eashak Ali Mondol, son of Late Rajab Ali Mondal, by virtue of a sale deed being deed no.291 for the year 2005, book no.1, Volume No.2, Page from 2513 to 2533.

**AND WHEREAS** the Md Nuruddin Mondol herein 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 undivided 3 Chittaks 18 sq.ft more or less out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** by a Bengali Deed of Settlement dated 22<sup>nd</sup> June, 1993 and registered in the office of the District Sub Registrar Sonarpur, Dist- 24 Parganas south and recorded in Book No.1, Volume No.67, Page from 338 to 343, being Deed No.4752 for the year 1993, the said Yad Ali Mondal for diverse good reasons and consideration transferred, assigned and assured by way of Settlement unto and in favour of his son Aminuddin Mondal **ALL THAT** Carved out part of the piece and parcel of land hereditament and premises containing by estimation an area of undivided 11 Satak out of 27 Satak comprised within R.S. Dag No.2307, R.S. Khatian No. 440, which he would hold as Trustee for the benefit of his son Aminuddin



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015



Mondal during his life time and which on his death would devolve unto the said Aminuddin Mondal as the beneficiary thereof.

**AND WHEREAS** the Aminuddin 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 undivided 11 Satak out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality sold transferred 1 katha of land to Eashak Ali Mondol, son of Late Rajab Ali Mondal, by virtue of a sale deed being deed no.291 for the year 2005, book no.1, Volume No.2, Page from 2513 to 2533.

**AND WHEREAS** the Aminuddin Mondal herein 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 undivided **9.35 Satak equivalent to 5 Katha 10 Chittaks 22 Sq.ft** more or less out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** the Eashak Ali Mondal herein 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 undivided **6.3 Satak equivalent to 03 Katha 13 Chittaks** more or less out of 27 Satak comprised within R.S. Dag No.2307, L.R. Dag No.2300, appertaining to R.S. Khatian No.440, L.R. Khatian No.578 and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** now the owners herein 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 **67 Satak / 2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** -satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

Ward No.26 of Rajpur Sonarpur Municipality, Dist- South 24 Parganas, more fully and particularly described and mentioned in the **FIRST 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) **AKLIMA MONDAL**, wife of Late Nur Islam Mondal, 2) **RAHATULLA MONDAL**, 3) **NAZRUL MONDAL**, both sons of Late Nur Islam Mondal 4) **NURNEHAR BIBI SARDER**, wife of Nasi Hossain Sarder, 5) **NURJAHAN BIBI**, wife of Akbar Ali Mondal, both daughters of Late Nur Islam Mondal, all by religion -Muslim, by nationality- Indian, at present residing at Vill- Paikpara, P.O. Narendrapur, P.S. Sonarpur, Dist-24 Pgs South 6) **SAHABUDDIN MONDAL**, 7) **MD NURUDDIN MONDOL**, 8) **AMINUDDIN MONDAL**, (no.6 to no.8) sons of Late Yad Ali Mondal, by religion -Muslim, by nationality- Indian, at present residing at Vill- Paikpara, P.S. Sonarpur, Dist-24 Pgs South, 9) **EASHAK ALI MONDAL**, son of Late Rajab Ali Mondal, by religion -Muslim, by nationality- Indian, at present residing at Vill- Uttar Kumrakhali, P.O. Narendra pur, P.S. Sonarpur, Dist-24 Pgs South.

**DEVELOPER: M/S.RAJWADA DEVELOPER**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, duly represented by its Partneres namely, 1) **SRI PARVEEN AGARWAL**, 2) **SRI BIKASH AGARWAL** and 3) **SRI RAJ KUMAR AGARWAL**, all sons of Late Rajendra



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

17 MAR 2015

Kumar Agarwal, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084 and also at "Narendra Bhaban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103.

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.
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 **67 Satak/2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza-Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- South 24 Parganas,.
7. **NEW BUILDING** 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.
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,



District Sub-Registrar-IV  
Registrar U/E (2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

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.

9. **OWNER'S ALLOCATION** :
- a) shall mean proportionate area of the Aklima Mondal, Rahatulla Mondal, Nazrul Mondal and NurNehar Bibi Sarder and Nur Jahan Bibi 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 40% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.2,00,000/- (Rupees Two Lac) only rest of the amount Rs. 28,00,000/- will be paid after execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.
  - b) shall mean proportionate area of the Sahabuddin Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.75,000/- (Rupees Seventy Five Thousand) only rest of the amount Rs. 19,25,000/- will be paid after execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.
  - c) shall mean proportionate area of the Md Nuruddin Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.50,000/- (Rupees Fifty Thousand) only rest of the amount Rs. 50,000/- will be paid after execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.
  - d) shall mean proportionate area of the Aminuddin Mondal 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 50% including proportionate share in the common



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015




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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.75,000/-(Rupees Seventy Five Thousand) only rest of the amount Rs. 19,25,000/- will be paid after execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.

e) shall mean proportionate area of the Eashak Ali Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.1,00,000/-(Rupees One Lac) only rest of the amount Rs. 9,00,000/- will be paid after execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.

10. **DEVELOPER'S ALLOCATION** a) shall mean Save and except the Aklima Mondal, Rahatulla Mondal, Nazrul Mondal and Nurnehar Bibi Sarder and Nur Jahan Bibi allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 60% 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.

b) shall mean Save and except the Sahabuddin Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

c) shall mean Save and except the Md Nuruddin Mondol allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.

d) shall mean Save and except the Aminuddin Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.

e) shall mean Save and except the Eashak Ali Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.

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 **67 Satak/ 2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21 satak**, shali)+(R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1,



*[Signature]*  
District Sub-Registrar-14  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

L.R.Khatian No.587 II satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, 08 satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist-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 necessary papers shall be submitted by the owner to the Developer and against this submission the Developer issue a proper receipt to the land owner for his documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs.
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 Owner's 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.



District Sub-Registrar-IV  
Registrar U/S (2) of  
Registration Act 1908  
Alipore, Sumer 24 Parganas  
17 MAR 2015

21. **TRANSFEEE:** 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.

#### **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 **67 Satak / 2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S.-Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- South 24 Parganas.
- 2.2. The 'owners' have agreed to make over possession of the said property now within his possession of the schedule land measuring about **67 Satak / 2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- 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



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act, 1908  
Alipore, South 24 Parganas  
17 MAR 2015



- 2.3. proposed building from Rajpur Sonarpur Municipality and/or relevant Statutory Authority subject to the terms and conditions hereinafter contained.
- 2.4. Subject to the preceding 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 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, West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 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 be 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.



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

17 MAR 2015

**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 **67 Satak/2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- 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.

**ARTICLE-IV**  
**DEVELOPER/PROMOTER'S RIGHTS**

- 4.1.The 'developers' will hold possession of the said property as exclusive licensee and the 'developer' has got authority to construct a multistoried building on the said property in accordance with the sanctioned building plan.



District Sub-Registrar-IV  
Registrar U/S 1(2) of  
Registration Act 1908  
Allpore, South 24 Parganas

17 MAR 2015

- 4.2.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.
- 4.3.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.
- 4.4.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.
- 4.5.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 and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPER'S ALLOCATION**.
- 4.6.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.
- 4.7.The owner will give 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.
- 4.8.The owners have full right to execute the sale deed in favour of their purchasers from their/owners allocation.

**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



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

17 MAR 2015

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 then the owners shall serve the notice to cancel the agreement.

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 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 Owner shall then take the possession in the said allocation of the **OWNERS** and since the date of receiving the such notice 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



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

17 MAR 2015



when call for. The cost of the Deed of Conveyance will be borne by the **DEVELOPER** and/or their nominee or nominees.

**ARTICLE – VI**  
**BUILDING**

- 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 **67 Satak / 2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- 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.



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

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 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



*[Signature]*  
District Sub-Registrar-IV  
Registrar U/S (2) of  
Registration Act 1908  
Office - South 24 Parganas  
17 MAR 2015

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 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**

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



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

17 MAR 2015

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.

**ARTICLE – IX**

**DEVELOPER/PROMOTER'S FURTHER OBLIGATION**


- 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. Only on reasonable ground and on request of the developer/promoter the owner may consider and extend the completion period of the said construction on the said property.
- 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 developer/promoter hereby agrees and covenants with the owner 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 developer will be applied for CC within 4 months to the concern authority from hand over the possession to the owners.
- 9.5. That the developer pays unto the owners a sum of Rs.5, 00,000/- as adjustable amount rest of the amount Rs.76,00,000/- will be paid after execution of this agreement which amount shall be refunded by the owners to the developer at the time of delivery of possession of the owners' allocated flats in the proposed building without any interest thereon alternatively the Owners shall release a flat in favour of the Developers towards the adjustment of security deposit Rs. 3200 per sq.ft.

**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
- 10.2.



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015



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.

- 10.3. 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 at **67 Satak/2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- South 24 Parganas, for the demolition of the said building to the developer/promoter.
- 10.4. The owners agree and covenant that the developer/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.
- 10.5. That the developer 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.
- 10.6. That the F.A.R. will be given to the owners as their proportionate ratio in each floor.

**ARTICLE – XI**  
**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 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



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

17 MAR 2015

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 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



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

17 MAR 2015

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 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**

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.



District Sub-Registrar-Iv  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

**SCHEDULE 'A' ABOVE REFERRED TO:**

All that **67 Satak / 2 Bigha 1 Satak** be the same a little more or less and comprised in (R.S. Dag No.2307, L.R. Dag No.2300, R.S. Khatian No.440, L.R. Khatian No.578, **27 Satak**, shali) + (R.S. Dag No.2295, L.R. Dag No.2286, appertaining to R.S. Khatian No.639/1, L.R.Khatian No.587 **21** satak, shali)+( R.S. Dag No.2306, L.R. Dag No.2299, appertaining to R.S. Khatian No. 639/1, L.R.Khatian No.587 **11** satak, danga)+(R.S. Dag No.2295/2953, appertaining to R.S. Khatian No. 639/1, **08** satak, doba) and situate within Mouza- Ukhilapaikpara, J.L. No.56, R.S. No.147, Touzi No.109, within Ward No.26 of Rajpur Sonarpur Municipality, Dist- South 24 Parganas, butted and bounded as follows: -

**On the North: 24 ft wide road**

**On the South: R.S. Dag No.2278**

**On the East: R.S. Dag No.2305 & 2308**

**On the West: 24 ft wide road and R.S. Dag No.2291**

**SCHEDULE 'B' ABOVE REFERRED TO:****(OWNERS' ALLOCATION)**

a) shall mean proportionate area of the Aklima Mondal, Rahatulla Mondal, Nazrul Mondal and Nur Nehar Bibi and Nur Jahan Bibi 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 40% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.2,00,000/- (Rupees Two Lac) only rest of the amount Rs. 28,00,000/- will be paid after the execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.

b) shall mean proportionate area of the Sahabuddin Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.75,000/- (Rupees Seventy Five Thousand) only rest of the amount Rs. 19,25,000/- will be paid after the execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas  
17 MAR 2015



c) shall mean proportionate area of the Md Nuruddin Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.50,000/- (Rupees Fifty Thousand) only rest of the amount Rs. 50,000/- will be paid after the execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.

d) shall mean proportionate area of the Aminuddin Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.75,000/- (Rupees Seventy Five Thousand) only rest of the amount Rs. 19,25,000/- will be paid after the execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.

e) shall mean proportionate area of the Eashak Ali Mondal 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 50% 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 owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.1,00,000/- (Rupees One Lac) only rest of the amount Rs. 9,00,000/- will be paid after the execution of this agreement to the Owner from developers at the time of signing this agreement which is adjustable.



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2018

**SCHEDULE "C" ABOVE REFERRED TO:****(DEVELOPER'S ALLOCATION)**

- a) shall mean Save and except the Aklima Mondal, Rahatulla Mondal, Nazrul Mondal and Nur Nehar Bibi and Nur Jahan Bibi allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 60% 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.
- b) shall mean Save and except the Sahabuddin Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.
- c) shall mean Save and except the Md Nuruddin Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.
- d) shall mean Save and except the Aminuddin Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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.
- e) shall mean Save and except the Eashak Ali Mondal allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 50% 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



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

17 MAR 2015

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.


**THIRD SCHEDULE REFERRED TO ABOVE**

(Specification of Construction)

**ANNEXURE-"X"**

1. The structure of the building will be rain forced concrete frame 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 provided in toilet).
7. There will be one white basin in dining.
8. All electrical wiring will be conceal type, each bedroom and dining 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.



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

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.

**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.



District Sub-Registrar-IV  
Registrar UPS 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015



- 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.
  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.



*[Handwritten Signature]*  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas  
**17 MAR 2015**

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.

**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

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)



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpur, South 24 Parganas  
17 MAR 2015

8. Carry or on 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.



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

**IN WITNESS WHEREOF** the parties hereto have put their signature on this 14 day<sup>th</sup> month and year first above written.

**WITNESSES :-**

1. Sudrani Bhattacharya  
Pratapnagar, Kal-103

1. অসমীয়া সন্তান

2. অসমীয়া সন্তান  
অসমীয়া সন্তান  
অসমীয়া সন্তান  
অসমীয়া সন্তান

2. অসমীয়া সন্তান

3. Nazrul Mondal

4. অসমীয়া সন্তান

5. অসমীয়া সন্তান

6. অসমীয়া সন্তান

7. Md. Nurul Hossain Mondal

8. অসমীয়া সন্তান

9. Eashuk ali Mondal

**SIGNATURE OF THE OWNERS**

RAJWADA DEVELOPER  
Partner

RAJWADA DEVELOPER  
Partner

RAJWADA DEVELOPER  
Partner

**SIGNATURE OF THE DEVELOPERS**

Drafted by :-  
Alipore Judge's Court  
Kolkata- 700 027.



District Sub-Registrar-I/V  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015



**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Developer a sum of Rs. 5,00,000/- (Rupees Five Lakh) only as adjustable amount in the following manner :-

DATE	CHEQUE No.	BANK	IN FAVOUR OF	AMOUNT
17.03.15	16	HDFC	Aklima Mondal	Rs. 2,00,000/-
17.03.15	000001	HDFC	Sahabuddin Mondal	Rs. 75,000/-
17.03.15	000003	HDFC	Aminuddin Mondal	Rs. 75,000/-
17.03.15	000018	HDFC	Ms. Nuruddin Mondal	Rs. 50,000/-
17.03.15.	<del>000004</del> 000019 Eashakali Mondal	HDFC	Eashakali Mondal	Rs. 1,00,000/-

Total Rs.5,00,000/-

(Rupees Five Lakh only)

**WITNESSES :-**

1. Sravil Bhattacharjee  
Pratapgarh Kal-103












2.  
Sri R. S. Srinivas  
A/275/20/203  
C/11/07/2/2/2  
4/24/08/5/08/9

1. *(Signature)*  
2. *(Signature)*  
3. Razul Mondal  
4. *(Signature)*  
5. *(Signature)*  
6. *(Signature)*  
7. Md Nuruddin Mondal  
8. *(Signature)*  
9. Eashakali Mondal












SIGNATURE OF THE OWNERS














District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
 Signature: <i>[Handwritten Signature]</i>	left hand					
	right hand					












Name .....  
 Signature *ଅନିଲ କୁମାର*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
 Signature: <i>[Handwritten Signature]</i>	left hand					
	right hand					

Name .....  
 Signature *ଶ୍ରୀହରି କୁମାର*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
 Signature: <i>[Handwritten Signature]</i>	left hand					
	right hand					

Name .....  
 Signature *ନୀରଜା ଦାସ*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
 Signature: <i>[Handwritten Signature]</i>	left hand					
	right hand					

Name .....  
 Signature *ସୁମିତ୍ରା ଦାସ*



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas  
17 MAR 2015

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

Name .....  
 Signature *सुनील शिंदे*

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

Name *सुनील शिंदे* .....  
 Signature *सुनील शिंदे*

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

Name .....  
 Signature *Mal. Nuzubhai Namdal*

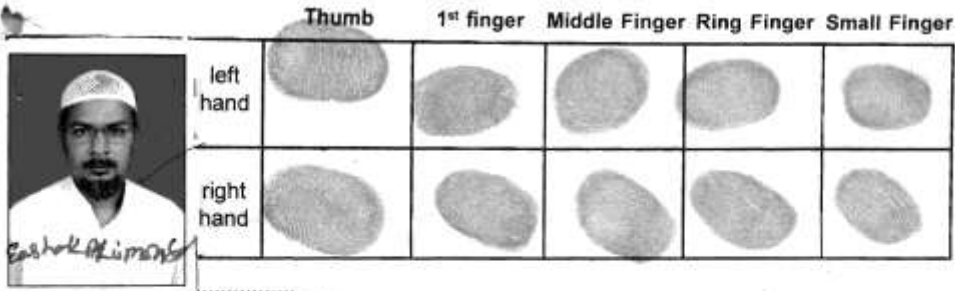
	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....  
 Signature *सुनील शिंदे*

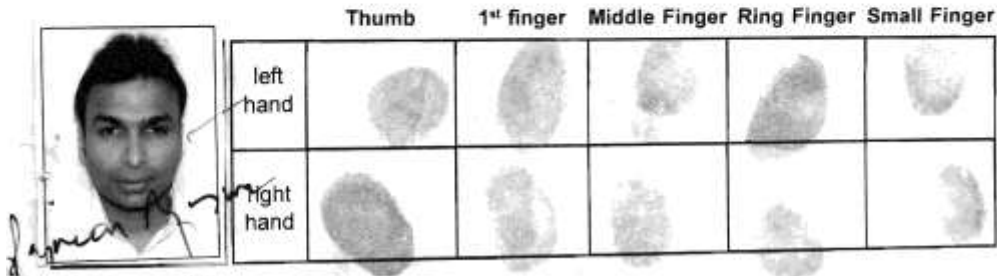


District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

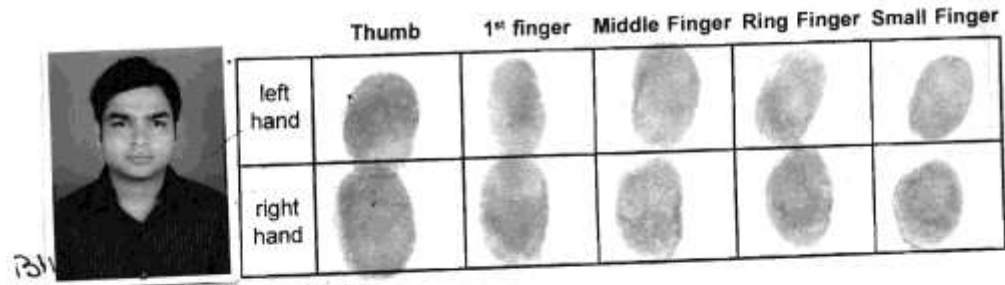
17 MAR 2015



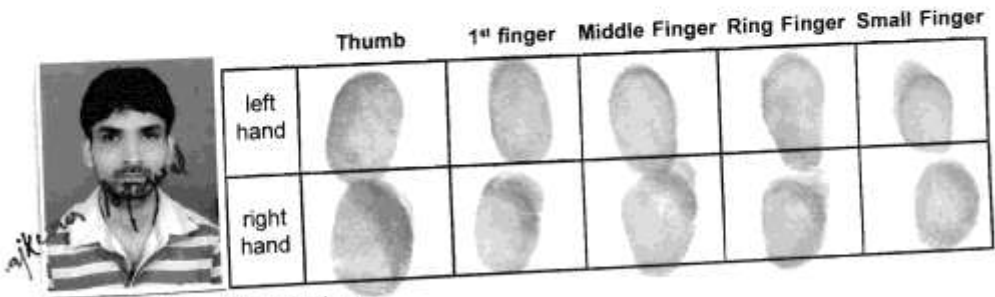
Signature Eashok Akhman



Name \_\_\_\_\_  
Signature Aman



Name BINASH AGARWAL  
Signature Binash Agarwal



Name RAJKUMAR AGARWAL  
Signature Rajkumar Agarwal



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
17 MAR 2015





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

**Endorsement For Deed Number : I - 02357 of 2015**  
**(Serial No. 02524 of 2015 and Query No. 1604L000005529 of 2015)**

**On 17/03/2015**

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

Presented for registration at 21.25 hrs on :17/03/2015, at the Private residence by Bikash Agarwal , one of the Claimants.

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

Execution is admitted on 17/03/2015 by

1. Aklima Mondal, wife of Late Nur Islam Mondal , Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : House wife
2. Rahatulla Mondal, son of Late Nur Islam Mondal , Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Others
3. Nazrul Mondal, son of Late Nur Islam Mondal , Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Others
4. Nurnehar Bibi Sardar, wife of Nasi Hossain Sardar , Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : House wife
5. Nurjahan Mondal, wife of Akbar Ali Mondal , Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : House wife
6. Sahabuddin Mondal, son of Late Yad Ali Mondal , Ukhila Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Others
7. Md Nuruddin Mondal, son of Late Yad Ali Mondal , Ukhila Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Others
8. Amiuddin Mondal, son of Late Yad Ali Mondal , Ukhila Paikpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Others
9. Eashak Ali Mondal, son of Late Rajab Ali Mondal , Uttar Kumrakhali, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, By Caste Muslim, By Profession : Others
10. Bikash Agarwal  
Developer/partner, M/s Rajwada Developer, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.  
, By Profession : Business
11. Parveen Agarwal  
Developer/partner, M/s Rajwada Developer, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.  
, By Profession : Business
12. Raj Kumar Agarwal  
Developer/partner, M/s Rajwada Developer, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.  
, By Profession : Business



  
**(Tridip Misra )**  
**DISTRICT SUB-REGISTRAR-IV**  
**EndorsementPage 1 of 2**

10

11

12

13

14



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

**Endorsement For Deed Number : I - 02357 of 2015**  
**(Serial No. 02524 of 2015 and Query No. 1604L000005529 of 2015)**

Identified By Bodhisatwa Bose, son of , Alipore Judges Court F 1300/1310/2009, 700027,  
District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV

**On 18/03/2015**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 5540/- is paid , by the draft number 002077, Draft Date 16/03/2015, Bank Name State Bank of  
India, MAHAMAYATALA, received on 18/03/2015

( Under Article : B = 5489/- ,E = 14/- ,H = 28/- ,M(b) = 4/- ,Excess amount = 5/- on 18/03/2015 )

**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.-2,49,60,007/-

Certified that the required stamp duty of this document is Rs.- 40011 /- and the Stamp duty paid as:  
Impressive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 39920/- is paid , by the draft number 002078, Draft Date 16/03/2015, Bank :  
State Bank of India, MAHAMAYATALA, received on 18/03/2015

( Tridip Misra )  
DISTRICT SUB-REGISTRAR-IV



( Tridip Misra )

DISTRICT SUB-REGISTRAR-IV




...

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 9  
Page from 2436 to 2476  
being No 02357 for the year 2015.



  
(Tridip Misra) 25-March-2015  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal