

It is to be noted that the Developer/Second Party shall construct the proposed building with standard and specified quality material and strictly as per sanctioned Building Plan and any deviation of the Building Plan, if required, shall be done only through mutual agreement between the parties hereto and as per subsequent sanction of the Rajpur Sonarpur Municipality.

- 1.8 **DEVELOPER'S ALLOCATION** shall mean the whole of the proposed newly constructed building as per plan to be sanctioned by the Rajpur Sonarpur Municipality with proportionate share in the land underneath the building excepting owner's allocation as detailed in clause No. 1.7 written hereinabove in the proposed new building to be built over the said plot of land with the right to enter in to any agreement for sale and any type of transfer, lease or in any way deal with the same.
- 1.9 **THE ARCHITECT** shall mean such person or persons having requisite qualification to be appointed by the Developer for designing and planning the proposed new building.
- 1.10 **BUILDING PLAN** shall mean architectural and construction plan or plans to be prepared by the Developer at its own cost duly approved by the Owner to be sanctioned by the Rajpur Sonarpur Municipality on the basis of which the Developer shall construct the proposed new building.
- 1.11 **TIME** shall mean the maximum time span mutually agreed upon between the parties for completion of construction of the proposed new building and handing over the peaceful possession of the owner's allocation which is eighteen months from the date of receipt of the sanction plan and/or from the date of receipt of possession from the owner, whichever is later. The Owner shall extend such time for another four months at the request of the Developer if the construction work is delayed for any reason whatsoever. This is to be noted that time is the main essence of this agreement and the Owner shall be at

Kitchen shall have 1 light point, 1 plug point and 1 point for Chimney or Exhaust fan.

Each of the Bathrooms shall have 1 light point, 1 point for Exhaust fan and 1 point for Geyser.

Balcony shall have 1 light point and one plug point.

At the Entrance : 1 light point and 1 point for calling bell.

Water Supply: Construction of underground reservoir and other necessary arrangements to accommodate water supply from the Municipality water source.

IN THE WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.

SIGNED DELIVERED

by the OWNER at Kolkata

In presence of:

1. Moidul Islam Gazi
Garia. Kanakpapur, K-89

Rumada

LANDOWNER/LEASE HOLDER

2. Sushanta Das
21, C/H/4 Dum Dum Road
K-1-30

PROGRESSIVE CONSTRUCTION

Ketaki Das

SIGNED AND DELIVERED

by the DEVELOPER at Kolkata

in presence of:

1. Moidul Islam Gazi
2. Sushanta Das

PROGRESSIVE CONSTRUCTION

Reshmi Gazi

DEVELOPER

Prepared in my chamber.

S. N. Bhattacharya

(Advocate).

Bar Council Enrolment No. WB-1993/1995.

and the Developer shall bear and pay all fees including architect's fees, charges, and expenses required to be paid or deposited for development of the premises.

- 4.4 The Developer is hereby authorized and empowered by the Owner at all times during subsistence of this agreement in relation to the said construction work so far as may be necessary to apply and obtain temporary or permanent connection of water and electricity to the proposed building and other facilities required for construction of the proposed building .

ARTICLE - V, DEVELOPER'S OBLIGATIONS

- 5.1 The Developer hereby agrees to commercially develop the newly constructed building strictly in accordance with the plan to be sanctioned by the Rajpur Sonarpur Municipality with such modifications or alternations as may be required or be made by the Developer duly approved by the Rajpur Sonarpur Municipality.
- 5.2 The Developer has agreed to allocate the owner's allocation in the said building as detailed in clause No. 1.7 written hereinabove and hand over the same to the Owner finished in all respect before which will be treated as a part of consideration of this Agreement.
- 5.3 The Developer shall, during the construction and development of the said property, strictly follow the laws, rules and regulations as laid down by the Government, and/or statutory and/or local body or bodies and other concerned authorities to that effect.
- 5.4 The Developer agrees to bear all Municipal and/or other taxes and rents from the date of possession of the said property till handing over the Owner's allocation to the Owner and transfer of different flats to be constructed over the said property to the intending purchasers.



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Additional District Sub-Registrar
Garia South 24 Parganas

13 JAN 2013



[Handwritten signature]

Additional District Sub-Registrar,
Garia South 24 Parganas

10 JAN 2010

share or interest in the said proposed building shall exclusively belong to the Developer for being adjusted towards development costs and the cost of such conveyances including stamp duty, registration fees and all other legal fees and expenses to be borne by the respective intending purchasers, and/or nominee/nominees of the Developer.

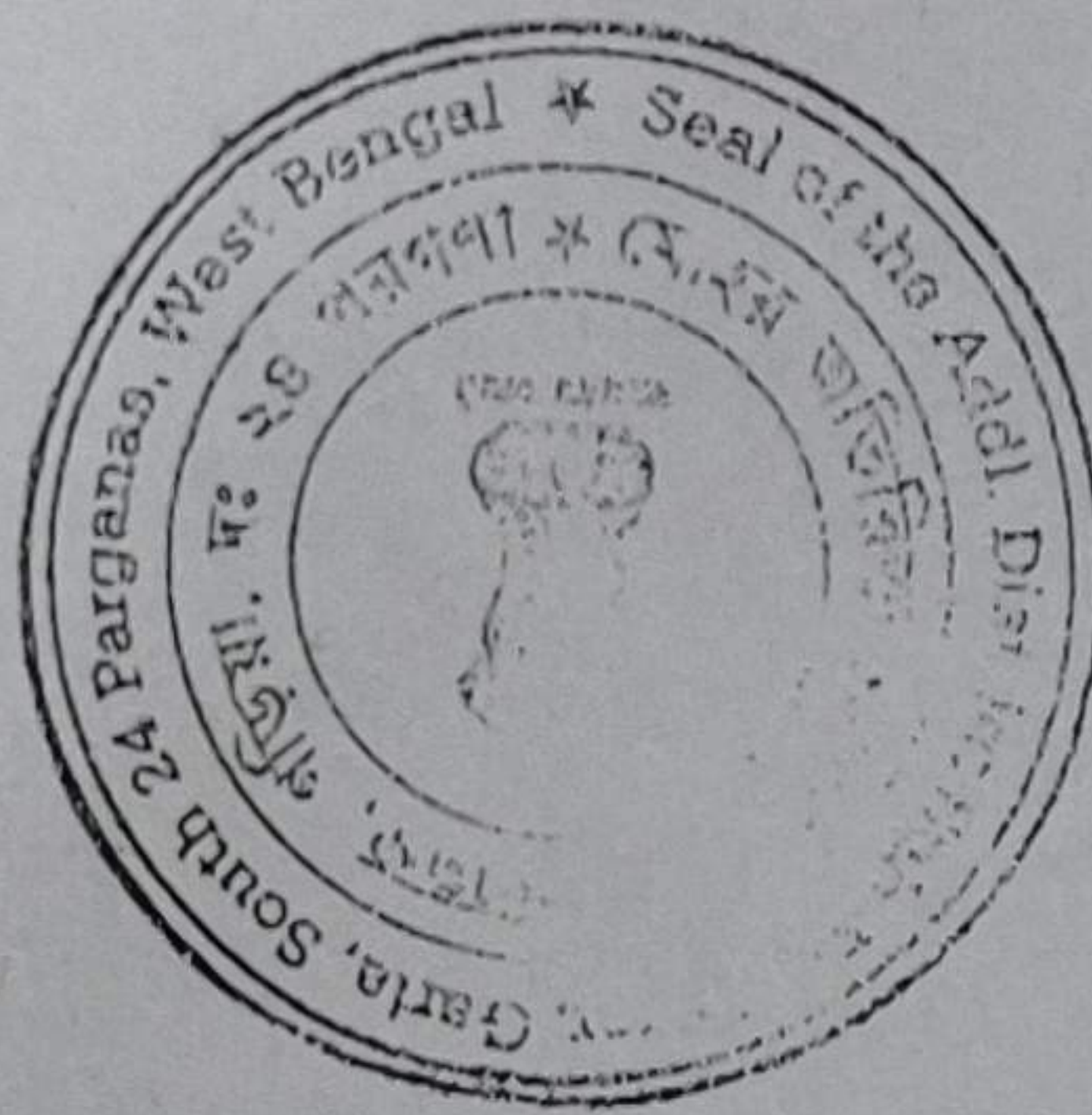
ARTICLE - IV, DEVELOPER'S RIGHTS

- 4.1 The owner hereby grants right to the developer to construct, erect and build the new building strictly as per plan to be sanctioned by the Rajpur Sonarpur Municipality with or without amendments and / or modifications thereof made and caused to be made to the developer only after obtaining sanction from the competent authority, but the cost of such will be borne by the Developer.
- 4.2 The Developer shall extend its housing project by amalgamating the plot of land with two adjoining plots of land, owners of which have entered into separate development agreements with the Developer herein. Simultaneous with the execution of these presents or thereafter, the Owner herein shall execute Deed of Amalgamation with the land owners of the adjoining plot of lands to facilitate the housing project. The Developer shall bear all costs and expenses for obtaining necessary permission from the concerned authority for such amalgamation. It is further agreed between the parties hereto that the Owner shall have no claim whatsoever over the construction to be made over the adjoining amalgamated plot of lands and the owner's allocation shall be restricted to the constructed portion of the proposed building upon the land of the Owner only.
- 4.3 All applications, plans, papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction/ modification or alteration of the plan from the appropriate authorities shall be prepared by the Developer and approved by the Owner at Developer's own costs and expenses

10 JAN 2018

Additional District Sub-Registrar,
Garia South 24 Parganas

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- 1.2 DEVELOPER shall mean M/S "PROGRESSIVE CONSTRUCTION", (P.A.N. AATFP3358D), a partnership firm having its office at Kandarpapur, P.O. Garia, Police Station Sonarpur, Dist. South 24 Parganas, Pin-700 084, represented by its partners, (1) Smt. KETAKI DAS (P.A.N. BSTPD4361H), wife of Sushanta Das, daughter of Late Amiya Jana, resident of 21C/H/4, Dum Dum Road, P.O. Ghughudanga, Police Station Chitpur, Kolkata-700 030, and (2) Smt. RESHMI GAZI (P.A.N. BYMPG1448K), daughter of Taufik Gazi, wife of Moidul Islam Gazi, residing at Kandarpapur, P.O. Garia, Police Station Sonarpur, Dist. South 24 Parganas, Pin-700 084.
- 1.3 PREMISES shall mean and include ALL THAT piece and parcel of land measuring about 2 Cottáhs, be the same a little more or less, comprised in C.S./R/S. Dag No. 3557 appertaining to Khatian No. 663 of Mouza Barhans Fartabad, J. No. 47 (Sheet No.2), situated within the jurisdiction of the Sonarpur Police Station in the District of South 24 Parganas, being known as Scheme Plot No. P-31/B, presently within the limits of the Rajpur Sonarpur Municipality WardNo.28, Holding No. 715, North East Fartabad.
- 1.4 BUILDING shall mean and include the proposed new building to be constructed and erected at the premises detailed in paragraph 1.3 hereinabove on the basis of the plan to be sanctioned by the Rajpur Sonarpur Municipality.
- 1.5 COMMON AREAS AND FACILITIES shall mean and include the lift, Stair/stair-case, corridors, all passages, ways, stair-ways, drive ways, gates, pump room/space, septic tank, underground water reservoir, overhead water tank, electric meter room/space, common lavatory, all rain water pipes, sewerage connection pits, gullies, roof, water connection, pipe lines, water pump, boundary walls, courtyard, electric supply line to common areas and facilities, electric fixtures in common areas, main electric meter room, interior walls and other facilities which will be required for the enjoyment of different flat owners/occupants of the said building to be provided by the developer