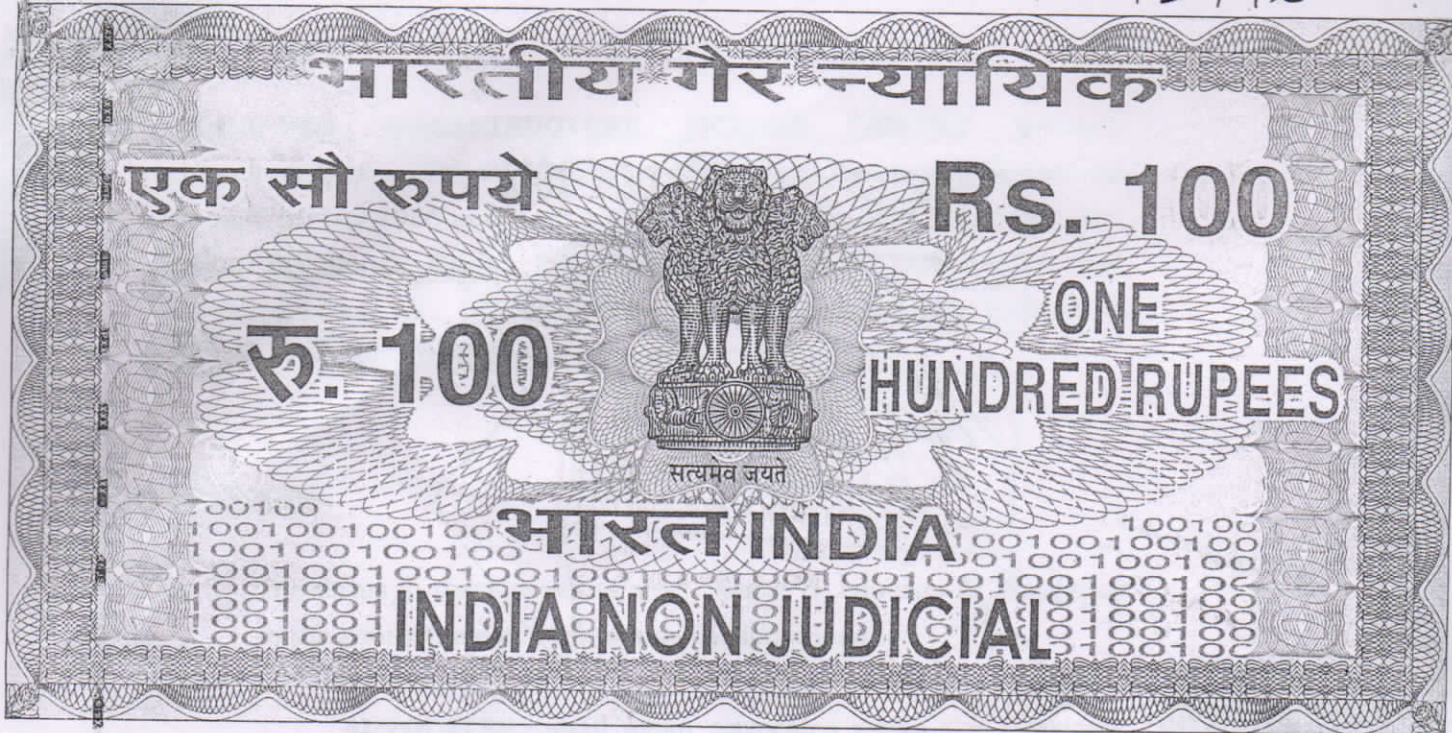


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Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document

Addl District Sub-Registrar
Bidhannagar, (Salt Lake City)

12 OCT 2012

THIS AGREEMENT made this 11th day of October, 2012
BETWEEN (1) **MD. AZAM**, and (2) **MD. ANOWAR**, both son of Late Md. Ayub, both residing at Raigachi (Munshipara), P.O. & P.S. Rajarhat, District North 24-Pargana, Kolkata 700 135, hereafter jointly and/or collectively called "the **OWNERS**" (which expression shall include their respective successors-in-interest and/or assign) of the **ONE PART AND**

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09 OCT 2012

No.	Date
Loharuka Infrastructure Pvt. Ltd.	
DC/9/8, Salt Lake, Kolkata-59,	
A. BANERJEE	
L.S. VENDOR (O.S.)	
HIGH COURT, KOLKATA-700 001	

Singham,
v.e.t.g.
14590



Loharuka Infrastructure Pvt. Ltd.

Authorized Signatory / Director

Singham

v.e.t.g.
14591



nd. Anwar



v.e.t.g.
14592

nd. Anwar

Arno Chatterjee
S/O D. Chatterjee
DC/9/28, Salt Lake



District Sub-Registrar
Bidhanagar, (Salt Lake City)

11 OCT 2012

LOHARUKA INFRASTRUCTURE PRIVATE LIMITED (formerly Greenland Enclave Private Limited), a Company, incorporated under the Companies Act 1956 and having its registered office at "Loharuka Niket", DC 9/28, Shastri Bagan, P.O. Deshbandhu Nagar, Kolkata 700 059, hereafter called "the **DEVELOPER**" (which expression shall include its successors-in-office and/or assigns) of the **OTHER PART**:

WHEREAS:

A. The terms in these presents shall, unless be contrary or repugnant to the context, mean and include the followings :

1. **ADVOCATES** shall mean Advocates whom the Developer may, from time to time, appoint as an Advocates for the Project ;
2. **ARCHITECTS** shall mean such architect or firm or firm of Architects whom the Developer may from time to time , appoint as the Architects for the New Buildings ;
3. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance after completion of the New Buildings and the Premises, more fully described in the Fourth Schedule ;
4. **COMMON PORTIONS** shall mean all the Common Areas and installations to comprise in the New Buildings and the Premises, after the development, including the roof and/or terrace, staircases, lobbies, lift (if any) passages, pathways, boundary walls, pump room, service areas etc.;
5. **PANCHAYAT** shall mean the Rajarhat Bishnupur No.1 Gram Panchayat ;
6. **AUTHORITIES** shall mean and include the North 24-Parganas Zilla Parishad, Panchayats & Rural Development Department, the Kolkata Metropolitan Development Authority and other concerned person or authorities which may recommend comment upon, approve and/or sanction

7. **DEVELOPER'S AREA** shall mean 60% (Sixty Percent) of all open and/or Saleable Area, and/ or Constructed Area, including Covered / Open Car Parking, in the Premises and/or the New Buildings other than the Owners' Area **TOGETHER WITH** an undivided proportionate share in the land and Common portions **AND TOGETHER WITH** an undivided proportionate share in the roof and/or terrace of the New Buildings;
8. **LAND** shall mean the land comprised in the Premises;
9. **NEW BUILDINGS** shall mean the building and/or blocks of building to be constructed on the Premises by the Developer, in pursuance thereof ;
10. **OWNERS' AREA** shall mean (a) 40% of the Constructed Space to be constructed on the premises, (b) 40% of the roof of the residential Building (c) 40% share in the Car Parking Space (Open / covered) (d) 40% of all Open and/ or Saleable area **AND TOGETHER WITH** the undivided proportionate impartible part or share in the land described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate share in all common area's , facilities and amenities;
11. **PLANS** shall means the Plans of the New Buildings, to be sanctioned and approved by the Panchayat and / or authorities 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;
12. **PREMISES** shall mean the Land admeasuring 25 (Twenty Five) Cottah 2 (Two) Chittack and 9 (Nine) Square Feet, more or less, at Mouza Raigachi, J.L. No. 12, Touzi No. 3027, R.S. No. 134, contained in R.S./L.R. Dag No. 883 (Area- 23 Cottah 8 Chittack and 42 Square Feet), recorded in R.S. Khatian No. 1192, corresponding to L.R. Khatian No. 103, 61, 1867, 266, 1866 and 351, AND also contained in R.S. 885 &

recorded in L.R. Khatian No. 478, P.S. Rajarhat, District North 24 Paraganas within the limit of Rajarhat Bishnupur No.1 Gram Panchayat, more fully described in the **SECOND SCHEDULE** hereto and shall also include the land, the existing building and other structures thereon and/or the New Buildings, to be constructed thereon, wherever the context permits;

13. **PROJECT** shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the Premises be completed and possession of the completed units is taken by Unit Owners ;
14. **PROPORTIONATE** with all its cognate variations shall mean such ratio, the Super Built Area of any Unit or Units be in relation to the Super Built Area of all the Units in the New Buildings
15. **ADJUSTABLE ADVANCE** shall mean the amount to be paid by the Developer to the Owner, in the manner mentioned in this Agreement and shall be adjusted by the Owners, in the manner mentioned in Clause No.16, written hereunder ;
16. **SALEABLE AREA** shall mean the entire covered area as has been sanctioned by the Panchayat and shall include the Plinth area of the Unit, including the plinth area of the Bath rooms, balconies and open terrace, if any, appurtenant thereto and also the thickness of the walls (external and internal) and pillars and the area of the Common Portions **PROVIDED THAT** if any wall be common between two units then $\frac{1}{2}$ (One half) of the area under such wall shall be included in each such unit;
17. **FORCE MAJEURE** shall mean and includes any act of god, fire, flood, earthquake, damage by the elements, act of government, change of law, order and decree of Courts, riots, war, civil disturbance, strikes, lock-outs and act beyond control of the Developer.
18. **UNIT** shall mean any flat or other Covered Areas in the New
 being exclusively owned, used

and/or enjoyed by any unit owner and which is not the Common Portion;

19. **UNIT OWNER** shall mean any person who acquires holds and/or owns any unit in the New Buildings and shall also include the Owner and the Developer, for the Units held by them, from time to time ;

NOTE:

1. Masculine Gender shall include the feminine and neuter gender and vice-versa;
2. Singular shall include the Plural and vice - Versa;
3. The headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation of this agreement;
4. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

B. The Owners have represented to the Developer as follows :

1. The Owners are the sole and absolute owner of the Premises, more fully described in the **SECOND SCHEDULE** hereto, free from all encumbrances, whatsoever;
2. The entity of the Premises is in the khas and vacant possession of the Owners and no person or persons other than the Owners have any right of occupancy, easement or otherwise on the Premises or any part thereof ;
3. There are no suits and/or proceedings and/or litigations pending in respect of the Premises or any part thereof ;
4. No person other than the Owners have any right, title and/or interest, of any nature whatsoever, in the Premises or any part thereof ;
5. The right, title and interest of the Owners in the Premises is free from all encumbrances whatsoever and the Owners

6. There are no Thika Tenants on the Premises and the Owners have received no notice of any such claim or proceedings ;
7. No part of the Premises has been or is liable to be acquired under the Urban land (ceiling and regulation) Act, 1976 and/or under any other law and no proceedings have been initiated or are pending in respect thereof. The Owners shall have no difficulty in obtaining all requisite clearances and permissions from the Urban Land Ceiling Authorities for the development of the Premises in the manner envisaged hereunder, if required ;
8. The Premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners ;
9. Neither the Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court Of Law or in dispute due to Income Tax, Revenue or any other Public Demand ;
10. The Owners have not in any way dealt with the Premises whereby the right, title and interest of the Owners as to Ownership, use development and enjoyment thereof , is or may be affected in any manner whatsoever ;
11. There are no wakfs, tombs, mosques, burial grounds and/or any charge or encumbrance relating to or on the Premises or any part thereof ;
12. The Owners shall have no difficulty in obtaining any permission for the completion of the transfer of the Developer's Area to the Developer and/or its nominees and/or otherwise in fulfilling their other obligations hereunder ;

The Owners are fully and sufficiently entitled to enter into

- C. The representation of the Owners mentioned hereinabove are hereafter collectively called "the **SAID REPRESENTATION**" and the Owners confirm that the said presentations are true and correct;
- D. The Owners have approached the Developer for erecting, constructing and completing the New Buildings on the Premises on the express condition that the Owners will transfer and convey the proportionate undivided share or interest in the land in the Premises appurtenant to the Developer's Area to the Developer or its nominee or nominees **TOGETHER WITH** the benefit of the Plans when sanctioned for construction, erection and completion of all the Areas which will be allocated to the Developer, in consideration of the Developer constructing, erecting and completing the Areas in the New Buildings, which are to be retained by the Owners ;
- E. The Owners have agreed to appoint the developer as the developer of the Premises and the Developer, relying on the Said representations, the Developer has agreed to develop the Premises, to complete the Project, pay the monies and do the works as and on the terms mentioned hereunder ;

NOW IT IS HEREBY AGREED AND DECLARED:

1. The Owners have appointed the Developer as the Developer of the Premises for making improvement of it and construction of the New Buildings and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The Development of the Premises will be carried out in the following manner :
 - a. The Developer shall pay to the Owners a total sum of Rupees Seventy Five Lac only, as and by way of the Adjustable Advance, in the following manner:

Forty Lacs only (Rupees Nine Lac vide draft No. 670962 dated 28.03.2012 in favour of Md. Anowar drawn on IOB, Baguiati Branch, Kolkata, Rupees Four Lac Fifty Thousand only, vide draft No. 670963 dated 28.03.2012 in favour of Md. Anowar drawn on IOB, Baguiati Branch, Kolkata, Rupees Nine Lac vide draft No. 670964 dated 28.03.2012 in favour of Md. Azam drawn on IOB, Baguiati Branch, Kolkata, Rupees Four Lac Fifty Thousand only, vide draft No. 670965 dated 28.03.2012 in favour of Md. Azam drawn on IOB, Baguiati Branch, Kolkata, and Rupees Thirteen Lacs only in cash to Md. Anowar and Md. Azam), as and by way of Adjustable Advance, receipts whereof the Owners hereby confirm, admit and acknowledge.

- ii) Balance sum of the Adjustable Advance, i.e. Rupees Thirty Five Lac, only, shall be paid by the Developer to the Owner, only after the Owners get their name mutated in Records of Rights (ROR) and also get the land converted from Sali to Bastu in ROR, at the cost and expenses of the Developer;
 - iii) The Owners shall adjust the Adjustable Advance, simultaneously with and as condition as mentioned in clause No. 16 hereinafter.
- b. Simultaneously with the execution hereof, the Owners have delivered vacant and peaceful possession of all parts and portions of the Premises to the Developer and the Developer shall be entitled to hold and remain in possession of the Premises in part performance of this agreement, during the subsistence thereof;
- c. Simultaneously with the execution hereof, the Owners have handed over to the Developer the Originals of all Deeds, Porchas, Panchyat papers and other papers and documents relating to the title of the Said Premises. It is clarified that the Developer shall at all times hereafter be obliged to give

Owners, Unit Owners, Panchayat and/or other authorities as may be requested by the Unit Owners, the Owners ;

- d. The Owners shall within 30 (thirty) days from the date hereof, pay and clear all dues and arrears of the Panchayat tax, Khazana tax, up to the date of this Agreement, thereafter the Developer will be liable for payment of all taxes and outgoings of the premises, till completion of the Project;
- e. At any time hereafter, the Developer shall be entitled to enter upon the premises and to do soil testing, survey and all other preparatory works as may be necessary for the purpose of submission and sanction of the Plans and for the construction of the New Buildings thereon at the costs and expenses as per sanctioned Plan. The Plan shall be caused to be made by the Developer's architect at its own costs, in the name of the Owner. All costs and expenses incidental or in connection with sanction of Plan shall be borne by the Developer;
- f. The Developer shall be entitled to have the Premises amalgamated with plots owned by him adjacent to the Premises and also any other plot or plots adjacent to the Premises and have the Plans sanctioned on such amalgamated Premises or part or portion thereof and have the New Buildings constructed thereon. It is made clear even in the event of amalgamation, the Owners Areas shall remain unchanged but the Proportionate share in the common portion and the land shall vary according to the variance in the size of the amalgamated Premises and/or such part or portion thereof on which the New Buildings shall be constructed HOWEVER the Owner shall not be liable and/or claim for any such variance in proportionate share;
- g. It is also place on record that the Developer intends to acquire some more plots of land adjacent to the Premises and intends to develop the aforesaid plots of land by way of construction of New Complex therein as "Phase-II" of the Project (as referred herein), which shall be treated as part and parcel of the Project. All the rights, amenities and facilities of the Project, i.e. the entrance of the Project from the main road,

the playground and/or garden area, the Common Portions, right of ingress and egress over all the open spaces, paths and passages, etc. shall be shared by the Owners or their nominees having units in the Project with all the co-occupiers having unit in the "Phase-II", equally and at par. Furthermore, for the purpose of the construction of the "Phase-II", the Developer shall use the main entrance and all the path and passages of the Project to enter into "Phase-II" with all men, machines and materials, all the time, without any kind of disturbance and hindrance by the Owners or their nominees. And Further the Owners hereby undertake and assure to the Developer that notwithstanding anything contained in this Agreement, the Owners have no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) adjacent/other lands to the Project, (2) extending, modifying and realigning the extent, area, layout and location of the Project including the Common Portions thereof, (3) modifying the Plans, if consequentially necessary in this regard, and (4) granting all forms of unfettered and perpetual right of ownership, use and easements over the Common Portions of the Project ;

- h. The Owners or their nominees shall co-operate with the Developer for smooth running of construction work and completion of the "Phase-II". After completion of construction work of the "Phase-II", for all practical purposes, the entire project, i.e. "the PROJECT" and "Phase-II" shall be treated as single project.
- i. Notwithstanding anything contained in this Agreement, the Owners have accepted the scheme of the Developer to construct the "Phase-II". The Owners shall not raise any objection or create any hindrance to the Developers and/or their persons and workmen with or without materials.
- j. The Developer shall, at its own costs and expenses cause the Plans to be prepared and submitted to the Panchayat for necessary sanction **SUBJECT TO** the Owners paying all outstanding Rates and Taxes, till the dates thereof and causing mutation in the name of the Owners, if required in

the ROR and also causing conversion of land from Sali to Bastu in the ROR or in any other concerned Authority;

- k. Immediately upon receiving sanction of the Plans, the Developer shall notify the Owners of in writing the same;
 - l. **SUBJECT TO** the Owners meeting their obligations herein mentioned, the Developer shall commence the Project within 1 (one) months of receiving sanction of the Plans ;
 - m. **SUBJECT TO** force majeure and reasons beyond the control of the Developer, within 36 (Thirty Six) months after commencement of building construction work, the Developer shall at its own costs and expenses complete the Project by constructing the New Buildings and shall deliver possession of the entirety of the Owners' Area to the Owners in the tenantable condition as per the particulars mentioned in the **THIRD SCHEDULE** hereto with some reasonable changes as be advised by the Architects **BUT SUBJECT TO** the Owners adjusting the entirety of the Adjustable Advance to the Developer **AND SUBJECT TO** the Owners meeting their other obligations of this Agreement and also subject to sanction or approval of the Plans by the appropriate authorities;
 - n. The Developer will construct such maximum Area as can be constructed in the Premises in a commercially viable manner, permissible under the Building Rules and Regulations and by-laws of the Panchayat or the appropriate authority and in conformity of the Plans;
 - o. The Owners shall not object for Commercial or such other utilization of any part or portion of the Developer's Area by the Developer or its nominees and shall not claim any kind of additional cost and charges of any nature and in any manner whatsoever from the Developer or its nominees for commercial or such other utilization of the New Buildings and or Premises **PROVIDED** the Owners are not saddles with any liability;
3. In case of Developer fails to deliver possession of the entirety of the Owner's Area within the period stipulated in clause 2(j)

provided however if the Developer fails to complete the Project even after such extension, then the Developer shall be granted a further extension for such period as be mutually agreed but for this extension, the Developer will be liable to pay the liquidated expenses @ Rs.10,000/- (Rupees Ten Thousand) only per month, for the entire period of delay;

4. The Owners shall, answer and comply with all requisitions that may be made by the Advocates for establishing the title of the Owners to the Premises and shall at their own costs and expenses, make out good and marketable title;
5. The Owners doth hereby give their consent to the sanction of the Plans and shall give such other consents, sign such papers, documents, deeds and undertakings and render such co-operation, as be required by the Developer for the sanction of the Plans or otherwise, for the construction and completion of the New Buildings, i.e. the Project, at the Developer's cost;
6. The Developer shall be entitled to occupy and use the entirety of the Premises **SUBJECT TO** the terms of this Agreement for the duration of the Project. The Developer shall be entitled to use the Premises for setting of a temporary site office and/or quarters for its watch and ward and other staff and shall further be entitled to put up board and signs for advertising the Project and post its watch and ward staff.
7. In connection with the aforesaid, it is agreed and clarified as follows :
 - a) The Plans for the New Buildings shall be got prepared by the Architect and shall be submitted to the Panchayat for the necessary sanction in the name of the Owners, but otherwise at the cost of the Developer, including fees of the Architect and Sanction Fees. The Developer shall also cause such changes to be made in the Plans as the Architect may approve and/or as shall be required by the concerned Authority, from time to time. The Parties hereto shall unquestioningly abide by all decisions of the Architect about such changes in the Plans and the quality of the construction :

- b) In case it be required to pay any outstanding dues to the Panchayat or any other outgoings and liabilities in respect of any Premises, then the Owners shall pay such dues and bear the costs and expenses thereof till the date hereof and the Developer shall be liable for the subsequent period if any, In other words, the Developer shall pay the Panchayat Taxes and electricity bills from the date hereof till the date of handing over the possession of the Owners' Area to the Owner:
- c) The Developer shall be at liberty to do all works as be required for the Project at its own cost and expenses. The Developer shall have the right to obtain temporary connection of utilities for the Project and the Owners shall sign and execute all papers and documents necessary there for:
- d) All costs, charges and expenses for preparation and sanction of the Plans and construction of the New Buildings and/or development of the Premises, save as otherwise mentioned herein shall be borne and paid by the Developer, exclusively;
- e) All permissions and consent of the Urban Land Ceiling Authorities, if required shall be obtained by the Owners at the cost and expenses of the Developer ;
- f) The Owners shall liable to pay Service Tax payable for the Owners' Area, to be constructed by the Developer, as and whenever demanded by the Developer ;
8. The Owners shall be entitled to such number Units/Car Parking Spaces in the New Buildings as have 40% (Forty Percent) of the constructed area of the New Buildings, i.e. including the portion of the lift, staircase and lobby **AND** also including covered and open (if any) car parking spaces (**SAVE AND EXCEPT** an area retained by the Developer in the Premises and/or the New Buildings out of the Owners' Area, against the Adjustable Advance, to adjust the entire Adjustable Advance taken by the Owners from the Developer) **TOGETHER WITH** the Common Portions and an undivided proportionate share in the land contained in the Premises. The entirety of the remaining open and Saleable Area including the Units, parking spaces, common portions and the

share in the land of the New Buildings shall belong to the Developer.

- 8.1** It is further clarified that, in case the Developer make any Extra Work other than the Specification of Construction, more fully detailed in the **THIRD SCHEDULE** hereto, then and in such event the Owners shall contribute and/or pay and/or reimburse the 40% of total cost and expenses of such Extra Work to the Developer, in the same manner as the Owners shall adjust or refund the Adjustable Advance (mentioned in Clause 14 hereafter), to the Developer.
- 8.2** The Parties shall be entitled to proportionate i.e. the Owners 40% (Forty Percent) and the Developers 60% (Sixty Percent) to the entirety of the roof and/or terraces of the New buildings. It is clarified that the Developer has the right to construct additional areas thereon as may be permitted by the concerned authorities, at its discretion. In such case, construction of such additional areas be done on the same terms and conditions as contained herein. The areas so constructed shall proportionately belong the parties hereto and the Owners shall not liable to pay any charges save and except Service Tax of the allocated area.
- 8.3** Before submission or after sanction the Plans, the respective Areas of parties shall be demarcated on the copies of such Plans and an instrument shall be executed to record the same. The principal of demarcation shall be that the areas of the respective parties shall be proportionate in value and advantage. Each party shall be entitled to each floor of the New Buildings proportionately from front to back.
- 9.** The Owners Area shall be constructed by the Developer and on behalf of the Owners and/or their nominees. The rest of the New Buildings shall be constructed by the Developer for and on behalf of itself and/or its nominees.
- 10.** The Owners and the Developer shall be entitled absolutely to their respective Areas and shall be at liberty to deal there with in any manner they deem fit and proper subject however to the general for mutual advantage inherent in the Ownership flat

sale of there respective Areas save that the Owners shall adopt the same covenants as the Developer may adopt in its Agreement with the Unit Owners of the Developer's Area, at least insofar as the same relates to common portions, common expenses and other matters of common interest. The form of such Agreement to be utilized by the parties shall be such as be drawn by the Advocates.

10.1 The Owners shall be entitled to all the monies that be received from the Unit Owner of the Owners Area, whether the same be by way of earnest money, part consideration, construction costs, sale price and/or otherwise and the Developer shall be entitled to all such monies receivable in respect of Developer's Area provided however that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the Developer from all the Unit Owners as fully mentioned hereafter

11. The Owners themselves or through their constituted attorney's shall from time to time sell, convey Developer and/or its nominees the undivided proportionate share in the land contained in the Premises appurtenant to the Developer's Area in the New Buildings. The consideration for such conveyance shall be the cost of construction of the Owners' Area and no other amount shall be payable to the Owners. The cost of preparation, stamping and registration of the conveyances shall be borne and paid by the transferees.

11.1 Upon completion of the Project and the Owner's adjusting all amount, if any, payable under this Agreement to the Developer in the manner mentioned herein, the Developer shall give written notice to the Owners for taking possession and on the expiry of 15 (Fifteen) days from the date of receiving the notice, it shall be deemed that the Developer has delivered possession of the Owners' Area as per the **THIRD SCHEDULE** herein;

12. It is further clarified as follows:

a) The Developer will provide electricity connection for the entirety of the New Buildings including the Owner's Area but the Owners and/or their nominees shall reimburse to the Developer, proportionately, the total amount of deposits and expenses as be required to obtain electricity from the electric

company or otherwise. Similarly, the Owner and/or their nominees shall also bear and pay the proportionate share of the charges for installation and operation of the Generator, if installed ;

- b) The Owners shall also remain liable for all adverse claims and/or encumbrances on their title and shall deal with the same at their own costs and expenses.
- c) Upon completion of the New Buildings and/or floors therein, from time to time, the Developer shall maintain and manage the same in accordance of such Rules as may be framed by the Advocates and as be in conformity with other buildings containing Ownership flats. the Developer and the Owners and/or their transferees, if any, shall comply with the said Rules and/or Regulations and shall, from the date of handing over the possession proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management, i.e. the Common Expenses and the proportionate share of the rates and taxes;
- d) The Developer shall cause the formation of a society/ Association or company for the common purposes and the Unit Owners shall be made the Owners of such organization, in proportionate share, and as early as possible. After the completion of the Project, the Developer shall hand over all deposits and all matters arising in respect of all the management of the Premises and particularly the common portions to the said Society/Association or Company;
- e) All Panchayat Taxes, rates and outgoings, including arrears in respect of the premises, till the execution of this agreement shall be for and to the account of the owner and thereafter the same shall be borne and paid by the Developer, till the completion of the Project , thereafter the same shall be borne and paid by the Unit Owner's, to the extent of their respective areas;
- f) If so required by the Developer, the Owners shall join and/or persons as may be necessary to join as

other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the Developer's Area and similarly, the Developer shall join in respect of the Owners' Area;

- g) The Developer shall indemnify and keep the Owners saved, harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof, including all claims or demands that may be made due to anything done by the Developer during demolition and construction of the New Buildings, including, claims by the Owners of the adjoining properties, for damage to their buildings, all claims and demands of the suppliers, contractors, accident of any workmen at site, any agents of the Developer, on any account whatsoever, including, any accident or other loss, any damaged and or claim made by the Unit Owner of the Project area and any action taken by the Panchayat and/or any other authority for any illegal or faulty construction or otherwise of the New Buildings;
- h) The New Buildings shall be known as, it is decided by the Developer ;

13. Simultaneously with the execution hereof, the Owners have granted to the Developer and/or its nominee powers of attorney, authorizing the Developer to do all acts as be necessary for the Project and/or in pursuance hereof and/or on behalf of the Owners. However, the Owners shall, from time to time, grant such further powers or authorities to the Developer and/or to its nominees, concerning the Project for the Developer's doing the various works envisaged hereunder, including amalgamation of the Premises with other adjacent Premises, entering into Agreements for sale and/or construction of the New Buildings and/or portions thereof (excluding the Owners' Area) and receiving all accounts pursuance thereof ;

13.1 The Developer shall indemnify and keep the Owners indemnified in respect of all costs , expenses, damages, liabilities, claims, and/or proceedings arising out of any act done by the Developer in

of the authorities granted as aforesaid :

- 13.2 The powers and/or authorities granted as aforesaid shall remain irrevocable, during subsistence hereof;
- 13.3 The Owners shall give such co-operation to the Developer and sign such papers, conformation and/or authorities as may be reasonably required by the Developer, from time to time , for the Project, at the cost and expense of the Developer ;
14. In case any outgoings or encumbrances being found on the Premises till the date of completion of the Project in terms hereof, then and in such event, the Owners shall be liable to remove the same at their own costs. In case the Owners do not, then the Developer shall be entitled to do so and recover the cost from the Owners;
- 14.1 Notwithstanding anything contained in clause 14 hereinabove, if the Developer suffers and/or sustains any loss or incurs any expenses or is made liable by reasons of any misrepresentation or falsehood by reason of defective title or by reason of non-production of any of the original title deeds, then the Owners shall from time to time and at all times hereafter keep the Developer saved, harmless and indemnified from and against all actions , proceedings, losses, damages, expenses, costs and demand whatsoever.
15. In case any of the parties hereto commit any default in fulfillment of their/its obligations contained herein, then and in such event, the other party shall be entitled to specific performance and/or damages.
- 15.1 It is clarified that in case the Owners fail to meet any obligation/ responsibility, the Developer shall have the option to meet such obligation/responsibility on behalf of the Owners and realize the costs and expenses related thereto from the Owners. Alternatively the Developer will have the option to terminate the Agreement and receive simultaneous refund of the sum paid under clause **2.a.** hereinabove and all costs incurred hereunder together with an interest of 18% (eighteen percent) per annum from the date of payment/expenditure till the date of refund. If it is found that the title of the Premises is defective and/or disputed, in that case the

Developer shall have the option to terminate the Agreement and recover the entire financial losses occurred, from the Owners.

- 15.2** If the Owners fails to pay any amount payable under this Agreement within 1 (One) month from the date of demand, then the Owner shall be liable to pay the interest on the amount outstanding to be calculated at the rate of half percent per week or part thereof from the last due date of payment up to the date of payment made in full. Alternatively in case the Owners fail to pay any amount payable under this Agreement within 3 (Three) months from the date of demand, then the developer shall be entitled to retain such covered Areas from the Owner's Area as be calculated @ 2000/- per square feet and in such event the Owners' Area shall be deemed to have been reduced and the Developer's Area shall be deemed to have been enhanced accordingly;
- 16.** The Adjustable Advance shall be adjusted by the Owners, by way of the Developer retaining one 3 (Three) Bed Room unit calculated @ Rs.2,700/- (Rupees Two Thousand And Seven Hundred) only per square feet and one covered car parking space @ Rs.2,50,000/- at the time of allocation of the Owners' Area, out of the Owners' Area, to adjust a portion of the Adjustable Advance given by the Developer to the Owners. The allocation of area, to be retained by the Developer out of the Owners' Area, as aforesaid, shall be decided by the Developer. Remaining amount of the Adjustable Advance shall be adjusted by the Owners by way of the Developer retaining such units calculated at such price accepted by both the parties, on or before the Developer shall handover the Owners' Area to the Owner. Be it noted that the Owners shall have the option to refund the remaining amount of the Adjustable Advance by Cash to the Developer, on or before the Developer shall handover the Owners' allocated Area to the Owner.
- 17.** The Owners clarifies it that in case any other amount is spent by the Developer, on account of the Owners, the same shall also be adjusted by the Developer by way of retaining the Owners' Area in the same manner and at the same rate, as written above. Upon such retention of area by the Developer the proportionate share of the Owners in all matters, including Common Portions and undivided share in the land, shall stand proportionately reduced

and such retained area shall be and be deemed to be part of the Developer's Area.

18. The Developer shall be allowed to mortgage the Premises for securing the construction loan from any Bank or Financial Institution but only to meet its obligation under this contract after it has sanctioned the Plan and completed piling work (if any) of the Project. If requested by the Developer, the Owners shall present themselves and sign all the deeds and documents, as and when requested by the Bank or Financial Institution, without keeping the Owners liable in any manner whatsoever in this regard. The Developer will be liable to repay loan amount to the Bank/Financial Institution from their own sources and their risk only.
19. In case the Owners fails to obtain any clearance and/or permission in respect of the Premises, necessary for the Project, then and in such event , the Developer shall be at liberty to make the necessary efforts in that regard, for and on behalf of the Owners and at their costs and expenses.
20. All disputes and differences between the parties hereto in any way relating to the Agreement and/or arising out of the provisions hereof shall be referred for arbitration to such person as be mutually acceptable, falling which, to 2(two) arbitrators , one to be appointed by each of the parties. The arbitrators will be entitled to appoint an umpire. Such arbitration shall otherwise be in accordance with the arbitration and conciliation act, 1996.

THE FIRST SCHEDULE

(the Common Expenses)

1. **MAINTENANCE** : All expenses for maintaining, white washing, painting, repainting, renovation and replacing to common portions and installations including the outer walls of the buildings.
2. **OPERATIONS** : All expenses for running and operating all machinery, equipment and installations comprised in the common portions and installations including the cost of

3. **STAFF** : The salaries of and all other expenses on the stuffs to be employed for common purposes including bonus and other emoluments and benefits
4. **ASSOCIATION** : Establishment and all other expenses of the Association including its formation, office, establishments and miscellaneous expenses and also similar expenses of the Developer or any agency looking after the common expenses until handing over the same to the Association
5. **TAXES** : Panchayat and other rates and levies and all other outgoings (save those separately assessed or incurred in respect of any Units/apartment or portions thereof.
6. **RESERVES** : Creation of funds for replacement or for renovation and/or other periodic expenses .
7. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

THE SECOND SCHEDULE:

(the Premises)

ALL THAT the piece and parcel of the land admeasuring 25 (Twenty Five) Cottah 2 (Two) Chittack and 9 (Nine) Square Feet, more or less, at Mouza Raigachi, J.L. No. 12, Touzi No. 3027, R.S. No. 134, contained in R.S./L.R. Dag No. 883 (Area- 23 Cottah 8 Chittack and 42 Square Feet), recorded in R.S. Khatian No. 1192, corresponding to L.R. Khatian No. 103, 61, 1867, 266, 1866 and 351, AND also contained in R.S. Dag No. 885, corresponding to L.R. Dag No. 885 & 885/1543 (Area-1 Cottah 9 Chittack and 12 Square Feet), recorded in L.R. Khatian No. 478, P.S. Rajarhat, District North 24 Paraganas, within the limit of Rajarhat Bishnupur No.1 Gram Panchayat;

Land at R.S./L.R. Dag No. 883, is delineated and demarcated on the map annexed hereto marked "A", bordered "**RED**" thereon and is butted and bounded as follows:

ON THE NORTH	:	By R. S. Dag No. 883 (P) ;
ON THE EAST	:	By R. S. Dag No. 883 (P);
ON THE SOUTH	:	By R. S. Dag No. 886 ;
ON THE WEST	:	By R. S. Dag No. 887 & 888 ;

Land at L.R. Dag No. 885 & 885/1543 (undivided share in the land with the Developer's land measuring 2 Cottah 6 Chittach and 33 Sft.), is delineated and demarcated on the map annexed hereto marked "A", bordered "**GREEN**" thereon and is butted and bounded as follows:

ON THE NORTH	:	By R. S. Dag No. 883 (P) ;
ON THE EAST	:	By R. S. Dag No. 884 ;
ON THE SOUTH	:	By PWD Road ;
ON THE WEST	:	By R. S. Dag No. 886 ;

THE THIRD SCHEDULE:

(Specifications of Construction)

FOUNDATION

RCC Foundation and framed Structure as per sanction Plan.

FLOORS

Flooring of vitrified tiles with 6" (Six Inches) skirting on all sides.

DOORS

Frames of good quality Sal Wood and all flush doors of commercial quality, Main Door will be with Mortice Lock;

WINDOWS

All windows will be made of steel sections fitted with 3 mm glass panes and chrome plated handle;

KITCHEN

Cooking platform with built in sink and black Stone top and glazed tiles above cooking platform upto 3' (Three Feet) height, two points with C.P bib cock will be provided in the kitchen;

TOILET:

One basin with the tap and one shower will be fitted in all toilets and water closet or commode will be provided in every bath room.

ELECTRICAL WIRING:

All wiring will be concealed and adequate outlet socket will be provided.

WATER SUPPLY:

By deep Tube Well with Pumping to overhead reservoir Tanks.

EXTRA WORKS:

Any extra work other than our standard specifications, as written above, shall be charged extra as decided by our authorized engineer and such

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of :

Aseko Chatterjee.
929/23 Shastri Bagan,
KOL-59.

Md. Anwar

Md. Anwar.

EXECUTED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of :

Aseko Chatterjee.

Loharuka Infrastructure Pvt. Ltd.

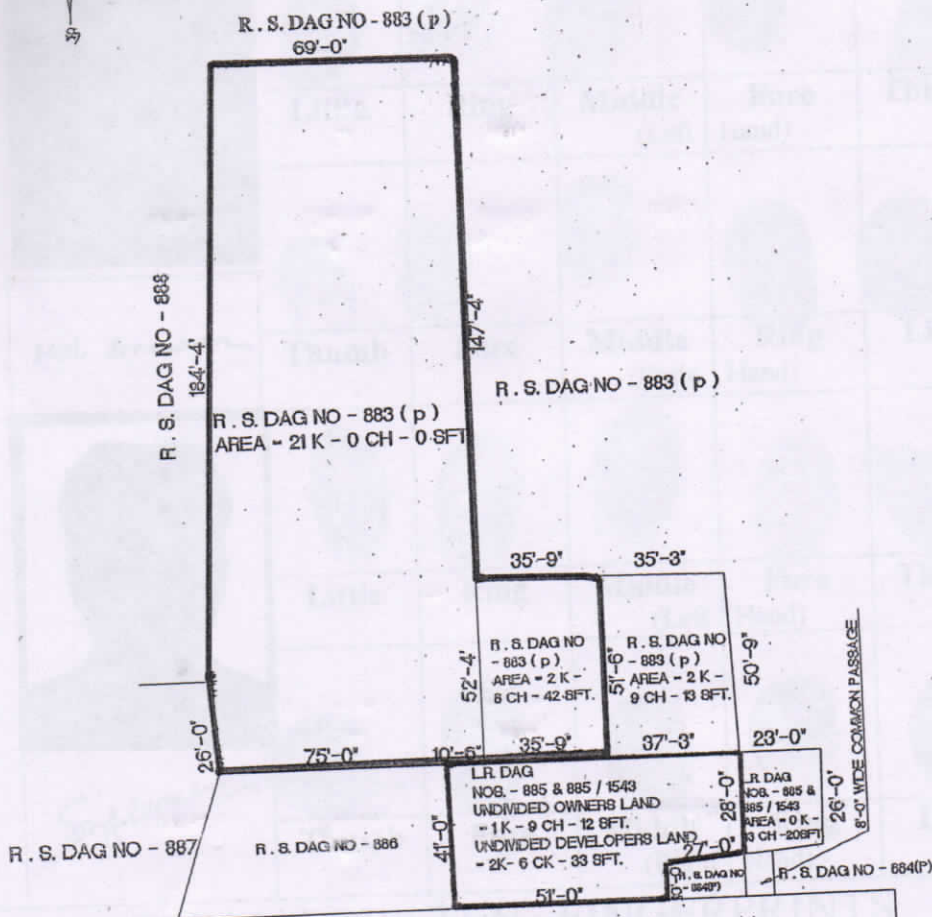
Syhamme

Authorized Signatory / Director

Drafted by
V. Gary

PWD ROAD (BAJARHAT ROAD)

SITE PLAN OF R.S. / L.R. DAG NO. - 883, RECORDED IN L.R. KHATIAN NOS. - 103,61, 1867, 266,1866 & 351 ; L.R. DAG NO. -885 & 885 / 1543 RECORDED IN L.R. KHATIAN NO. -478 AT MOUZA - RAIGACHI; J.L. NO. - 12; R.S. NO. - 194; P.S. - RAJARHAT, DIST. - NORTH 24 PARGANAS; UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.




































P.W.D. ROAD (RAJARHAT ROAD)

Loharuka Infrastructure Pvt. Ltd.

Authorized Signatory / Director

SITE PLAN
(NOT TO SCALE)

Md. Anwar,
Md. Azam

1						
	<i>Mel Azam</i>					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
2						
	<i>Mel Anwar</i>					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
3						
	<i>Sufkhan</i>					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

FORM FOR TEN FINGERPRINTS



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 12946 of 2012
(Serial No. 14125 of 2012)

On

Payment of Fees:

On 11/10/2012

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

Presented for registration at 18.25 hrs on :11/10/2012, at the Private residence by Sunil Kr Loharuka , one of the Executants.

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

Execution is admitted on 11/10/2012 by

1. Md Azam, son of Lt Md Ayub , Raigachi Munshipara, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : ----
2. Md Anowar, son of Lt Md Ayub , Raigachi Munshipara, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : ----
3. Sunil Kr Loharuka
Authorised Signatory, Loharuka Infrastructure Pvt Ltd, D C -9/28, Sastri Bagan, Thana:-Baguiati, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.
, By Profession : Business

Identified By A Chatterjee, son of D Chatterjee, D C -9/28 Shastribagan, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

On 12/10/2012

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) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

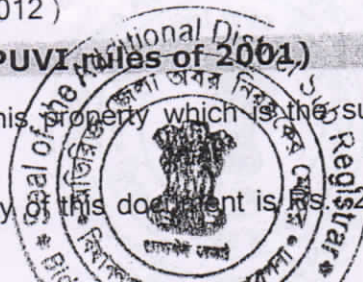
Rs. 21.00/-, on 12/10/2012

(Under Article : ,E = 21/- on 12/10/2012)

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.-1,09,74,140/-

Certified that the required stamp duty of this document is Rs. 20020 /- and the Stamp duty paid as: Impresive Rs.- 100/-



Registrar



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 12946 of 2012
(Serial No. 14125 of 2012)

Deficit stamp duty

Deficit stamp duty Rs. 20020/- is paid, by the draft number 909611, Draft Date 06/08/2012, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 12/10/2012

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 6169 to 6197
being No 12946 for the year 2012.



(Debasish Dhar) 12-October-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR
West Bengal