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Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

*[Signature]*  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

27 FEB 2017

THIS AGREEMENT made this 27<sup>th</sup> day of February, 2017  
BETWEEN HOSSAIN MUSTAFI, (I.T. PAN- AGWPM7275K), son of Golam Mahammad, residing at Raigachi (Battala), P.O. & P.S.- Rajarhat, District-

4573

SL. NO.	.....
NAME	.....
ADD.	.....
AMOUNT	20/-
11 AUG 2016	
SOUMITRA CHANDA Licensed Stamp Vendor 82, K. S. Roy Rd., Calcutta	

SIDDHARTHA CHANDA  
Advocate  
High Court, Calcutta

TWENTY  
RUPEES



Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

27 FEB 2017

Anjan Mandal  
S/o. Ajit K. Mandal  
Bachchan, Rajarhat  
North 24 Pgs

North 24-Parganas, Kolkata- 700 135, hereafter called "the **OWNER**" (which expression shall include his successors-in-interest and/or assign) of the **ONE PART AND LOHARUKA INFRASTRUCTURE PRIVATE LIMITED** (I.T. PAN- AABCG6822C), a Company, incorporated under the Companies Act 1956 and having its registered office at DC 9/28, Shastri Bagan, P.O. Deshbandhu Nagar, Kolkata 700 059, represented by its Authorised Signatory (Mr.) Kailashpati Agarwal, son of Late Shanti Swarup Agarwal, residing at 397/1/1, Dakhindari Road, Sreebhumi, Lake Town, Kolkata-700 048, 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 Owner 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 New Town Kolkata Development Authority, the Kolkata Metropolitan Development Authority and other concerned person or authorities which may recommend, comment upon, approve and/or sanction the plans;
7. **DEVELOPER'S AREA** shall mean 60% (Sixty Percent) of all open and/or Saleable Area in the Premises and/or the New Buildings other than the Owner' 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. **OWNER' AREA** shall mean such number of Units in the New Buildings as have 40% (Forty Percent) of the Saleable 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 **TOGETHER WITH** an undivided 40% (Forty Percent) share in the land **AND TOGETHER WITH** an undivided proportionate share in the roof and/ or the terrace of the New Buildings ;

11. **PLANS** shall mean the Plans of the New Buildings, to be sanctioned and approved by the Panchayat 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 5 (Five) Cottah 2 (Two) Chittack and 4 (Four) 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, recorded in R.S. Khatian No. 1192, corresponding to L.R. Khatian No. 1973, 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 Owner ;
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 Owner, 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 ½ (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, roits, 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 Buildings which is capable of 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 Owner have represented to the Developer as follows :

1. The Owner 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 Owner and no person or persons other than the Owner 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 Owner 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 Owner in the Premises is free from all encumbrances whatsoever and the Owner have a good and marketable title thereto ;
6. There are no Thika Tenants on the Premises and the Owner 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 Owner 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 Owner ;
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 Owner have not in any way dealt with the Premises whereby the right, title and interest of the Owner 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 Owner 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 ;

13. The Owner are fully and sufficiently entitled to enter into this Agreement ;
- C. The representation of the Owner mentioned hereinabove are hereafter collectively called "the **SAID REPRESENTATION**" and the Owner confirm that the said representations are true and correct;
- D. The Owner has approached the Developer for erecting, constructing and completing the New Buildings on the Premises on the express condition that the Owner 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 Owner ;
- E. The Owner 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 Owner 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 Owner a total sum of Rs.12,00,000/- (Rupees Twelve Lac only), as and by way of the Adjustable Advance, in the following manner:

i) Simultaneously with the execution hereof, the Developer has paid to the Owner a total sum of Rs.4,00,000/- (Four Lac) only, as and by way of Adjustable Advance, receipts whereof the Owner hereby admit and acknowledge and also confirm the same by the memo hereunder written;

ii) Balance sum of the Adjustable Advance, i.e. Rs.8,00,000/- (Thirty Eight Lac) only, shall be paid by the Developer to the Owner, only after the Owner get its land converted from Sali to Bastu in ROR, at the cost and expenses of the Developer;

iii) The Owner shall adjust the Adjustable Advance, simultaneously with and as condition as mentioned in clause No. 16 hereinafter.

b. Simultaneously with the execution hereof, the Owner has 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 Owner has handed over to the Developer the Originals of all Deeds, Pochas, 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 inspection of the Original documents in its custody to the Owner, Unit Owner, Panchayat and/or other authorities as may be requested by the Unit Owner, the Owner ;
- d. The Owner 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. It is confirm and place on record that the Developer will amalgamate the Premises with plots owned by him adjacent to the Premises and also with 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 that even in the event of amalgamation, the Owner 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 Owner 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 Owner or their nominees. And Further the Owner hereby undertake and assure to the Developer that notwithstanding anything contained in this Agreement, the Owner 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 Owner 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 Owner has accepted the scheme of the Developer to construct the "Phase-II". The Owner 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 Owner paying all outstanding Rates and Taxes, till the dates thereof and causing mutation in the name of the Owner, 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 Owner of the same;
- l. **SUBJECT TO** the Owner 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 Owner' Area to the Owner in the tenable 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 Owner adjusting the entirety of the Adjustable Advance to the Developer **AND SUBJECT TO** the Owner 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 Owner 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 Owner 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) hereinabove, then and in such event, the Developer shall be granted an extension of a maximum period of 6(Six) months, 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.3,000/- (Rupees Three Thousand) only per month, for the entire period of delay;

4. The Owner shall, answer and comply with all requisitions that may be made by the Advocates for establishing the title of the Owner to the Premises and shall at their own costs and expenses, make out good and marketable title;
5. The Owner 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 Owner, 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 Owner 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 Owner' 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 Owner 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 Owner at the cost and expenses of the Developer ;
  - f) The Owner shall liable to pay Service Tax payable for the Owner' Area, to be constructed by the Developer, as and whenever demanded by the Developer ;
8. The Owner 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 Owner' Area, against the Adjustable Advance, to adjust the entire Adjustable Advance taken by the Owner 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 belongs to the Developer.

- 8.1 It is further clarified that, in case the Developer make any Extra Work other then the Specification of Construction, more fully detailed in the **THIRD SCHEDULE** hereto, then and in such event the Owner 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 Owner 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 Owner 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 Owner 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 Owner Area shall be constructed by the Developer and on behalf of the Owner 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 Owner 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 restrictions for mutual advantage inherent in the Ownership flat schemes. They will also be at liberty to enter into Agreements for sale of their respective Areas save that the Owner shall adopt the same covenants as the Developer may adopt in its Agreement with the Unit Owner 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 Owner shall be entitled to all the monies that be received from the Unit Owner of the Owner 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 Owner as fully mentioned hereafter
11. The Owner 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 Owner' Area and no other amount shall be payable to the Owner. 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 Owner 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 Owner' 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 Owner 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 Owner 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 Owner 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 Owner shall be made the Owner 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 municipal 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 Owner shall join and/or cause such persons as may be necessary to join as conforming parties in any document, conveyance and/or any 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 Owner' Area;

- g) The Developer shall indemnify and keep the Owner 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 Owner 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 Owner 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 Owner. However, the Owner 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 Owner' Area) and receiving all accounts pursuance thereof ;

- 13.1 The Developer shall indemnify and keep the Owner indemnified in respect of all costs , expenses, damages, liabilities, claims, and/or proceedings arising out of any act done by the Developer in pursuance 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 Owner 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 Owner shall be liable to remove the same at their own costs. In case the Owner do not, then the Developer shall be entitled to do so and recover the cost from the Owner;
- 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 Owner 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 Owner fail to meet any obligation/ responsibility, the Developer shall have the option to meet such

obligation/responsibility on behalf of the Owner and realize the costs and expenses related thereto from the Owner. 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 Owner.

- 15.2 If the Owner 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 18% (eighteen percent) per annum from the last due date of payment up to the date of payment made in full. Alternatively in case the Owner fail to pay any amount payable under this Agreement within 1 (One) 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 @ Rs.3,500/- (Rupees Three Thousand Five Hundred) per square feet and in such event the Owner' 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 Owner, by way of the Developer retaining a residential built-up area calculated @ Rs.3,500/- (Rupees Three Thousand Five Hundred) only per square feet at the time of allocation of the Owner' Area, out of the Owner' Area, to adjust entirety of the Adjustable Advance given by the Developer to the Owner.
17. The Owner clarifies it that in case any other amount is spent by the Developer, on account of the Owner, the same shall also be adjusted

by the Developer by way of retaining the Owner' 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 Owner 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 by way of keeping the originals of title deeds and documents of the Premises with the 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 Owner shall present themselves and sign all the deeds and documents, as and when requested by the Bank or Financial Institution, without keeping the Owner 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 Owner 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 Owner 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 repairing, renovating and replacing the same.
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** : Municipal 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 5 (Five) Cottah 2 (Two) Chittack and 4 (Four) 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, recorded in R.S. Khatian No. 1192, corresponding to L.R. Khatian No. 1973, within the limit of Rajarhat Bishnupur No.1 Gram Panchayat, under P.S. Rajarhat, District- North 24 Paraganas, butted and bounded as follows:

ON THE NORTH	:	By part of R.S. Dag No. 883 ;
ON THE EAST	:	By 8' - 0" wide Common Passage ;
ON THE SOUTH	:	By part of R.S. Dag No. 883 ;
ON THE WEST	:	By part of R.S. Dag No. 883 ;

## **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.

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

**EXECUTED AND DELIVERED**

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

*Signature*  
D.C. 9/18 Shakti Bagan,  
KOLKA 59.

*Hossain Mustafa*

*Arpan Mandal*  
*Rachjoni, Rajarhat*  
*KC1 - 135*

**EXECUTED AND DELIVERED**

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

*Signature*

*Arpan Mandal*

*Kullesh Asmal*  
*for Dehannuke Infrastrucure*  
*Pvt. LTD.*

Drafted under instructions of the parties hereto:-

*Vasun Gay*  
*Advocate*  
*High Court, Calcutta*  
*F/1023/2008*

**RECEIPT**

**RECEIVED** a sum of Rs.4,00,000/- [Rupees Four Lac] only, from the within named Developer as Adjustable Advance, according to Memo of Consideration, stated herein below:

**MEMO OF CONSIDERATION**

<b>Amount (Rs.)</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank/Branch</b>	<b>Issued In favour Of</b>
4,00,000/-	27.02.2017	162734	Indian Overseas Bank, Baguiati Branch	Hossain Mustafi
4,00,000/-	Rupees Four Lac only.			























Witnesses:

*Alredar*

*Arpan Mandal*

*Hossain Mustafi*  
\_\_\_\_\_  
SIGNATURE OF THE OWNER

# FORM FOR TEN FINGERPRINTS

<b>1</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
	<i>Hossain Mustafiz</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>
<b>2</b>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b> (Left Hand)	<b>Fore</b> (Left Hand)	<b>Thumb</b>
	<i>Rezaul Karim</i>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b> (Right Hand)	<b>Ring</b> (Right Hand)	<b>Little</b>

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

HOSSAIN MUSTAFI

GOLAM MAHAMMAD

10/11/1977

Permanent Account Number

AGWPM7275K

Hossain Mustafi

Signature



25003005



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

GRN: 19-201617-004724166-1 Payment Mode Online Payment  
GRN Date: 24/02/2017 16:08:09 Bank : State Bank of India  
BRN : CKB7168467 BRN Date: 24/02/2017 16:08:56

DEPOSITOR'S DETAILS

Id No. : 15230000243593/1/2017

[Query No./Query Year]

Name : loharuka infrastructure pvt. ltd  
Contact No. : Mobile No. : +91 9836475200  
E-mail :  
Address : DC-9/28,SHASTRI BAGAN, DESHBANDHU NAGAR, KOL-59  
Applicant Name : Mr Hossain Mustaf  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15230000243593/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	4410
2	15230000243593/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	5001

Total

9411

In Words : Rupees Nine Thousand Four Hundred Eleven only

### Major Information of the Deed



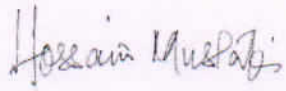
Deed No :	I-1523-01421/2017	Date of Registration	27/02/2017
Query No / Year	1523-0000243593/2017	Office where deed is registered	
Query Date	24/02/2017 12:52:37 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Hossain Mustafi Raigachi, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL, PIN - 700135, Mobile No. : 9836475200, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,000/-]		
Set Forth value	Market Value		
	Rs. 40,38,016/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 4,410/- (Article:E, E, B)		
Remarks			

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-883	LR-1973	Bastu	Shali	5 Katha 2 Chatak 4 Sq Ft		40,38,016/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>8.4654Dec</b>	<b>0/-</b>	<b>40,38,016 /-</b>	

#### Land Lord Details :



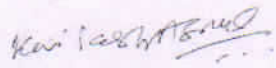
Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	<b>Mr Hossain Mustafi</b> Son of Mr Golam Mohammad Executed by: Self, Date of Execution: 27/02/2017 , Admitted by: Self, Date of Admission: 27/02/2017 ,Place : Office	 <small>27/02/2017</small>	 <small>LTI 27/02/2017</small>	 <small>27/02/2017</small>
Raigachi, Battala, P.O:- Raigachi, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AGWPM7275K, Status :Individual				

#### Developer Details :

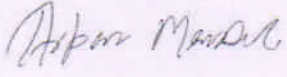
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>LOHARUKA INFRASTRUCTURE PRIVATE LIMITED</b> DC-9/28, Shastri Bagan, Deshbandhu Nagar, P.O:- Deshbandhu Nagar, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 PAN No. AABCG6822C, Status :Organization



**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr Kailashpati Agarwal</b> Son of Late Shanti Swarup Agarwal Date of Execution - 27/02/2017, , Admitted by: Self, Date of Admission: 27/02/2017, Place of Admission of Execution: Office	 <small>Feb 27 2017 12:58PM</small>	 <small>LTI 27/02/2017</small>	 <small>27/02/2017</small>
397/1/1, Dakshindari Road,, P.O:- Sree Bhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Representative, Representative of : LOHARUKA INFRASTRUCTURE PRIVATE LIMITED				

**Identifier Details :**

Name & address	
Mr Arpan Mondal Son of Mr Ajit Mondal Rekjoyani, P.O:- Rekjoyani, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , Identifier Of Mr Hossain Mustafi, Mr Kailashpati Agarwal	<small>27/02/2017</small>
	

**Endorsement For Deed Number : I - 152301421 / 2017****On 27-02-2017****Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:35 hrs on 27-02-2017, at the Office of the A.D.S.R. RAJARHAT by Mr Kailashpati Agarwal .,

**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 40,38,016/-

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

Execution is admitted on 27/02/2017 by Mr Hossain Mustafi, Son of Mr Golam Mohammad, Raigachi, Battala, P.O: Raigachi, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business

Indetified by Mr Arpan Mondal, , Son of Mr Ajit Mondal, Rekjoyani, P.O: Rekjoyani, Thana: Rajarhat, , North 24-  
Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by profession Business

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

Execution is admitted on 27-02-2017 by Mr Kailashpati Agarwal,

Indetified by Mr Arpan Mondal, , Son of Mr Ajit Mondal, Rekjoyani, P.O: Rekjoyani, Thana: Rajarhat, , North 24-  
Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 4,410/- ( B = Rs 4,389/- ,E = Rs 21/- ) and  
Registration Fees paid by Cash Rs 0/-, by online = Rs 4,410/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/02/2017 4:08PM with Govt. Ref. No: 192016170047241661 on 24-02-2017, Amount Rs: 4,410/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. CKB7168467 on 24-02-2017, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 2,000/-, by  
Stamp Rs 20/-, by online = Rs 5,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4573, Amount: Rs.20/-, Date of Purchase: 11/08/2016, Vendor name: Soumitra  
Chanda

Description of Draft

1. Draft(8554) No: 491276000443, Date: 27/02/2017, Amount: Rs.2,000/-, Bank: STATE BANK OF INDIA (SBI),  
KAIKHALI BRANCH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/02/2017 4:08PM with Govt. Ref. No: 192016170047241661 on 24-02-2017, Amount Rs: 5,001/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. CKB7168467 on 24-02-2017, Head of Account 0030-02-103-003-02



Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 43547 to 43581

being No 152301421 for the year 2017.



Digitally signed by DEBASISH DHAR  
Date: 2017.02.28 17:30:32 +05:30  
Reason: Digital Signing of Deed.

*Dhar*

(Debasish Dhar) 28-02-2017 17:30:31  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)