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certified that the document is admitted for registration. the signature sheets and the endorsement sheets attached with this document are part of this document

District Registrar - IV
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Registration Act 1908
Allpore, South 24 Parganas
= 2 APR 2015
8/4/15

AGREEMENT FOR DEVELOPMENT

THIS DEED OF AGREEMENT made this the 2nd day of April. Two Thousand Fifteen BETWEEN (1) MR. HASMUKH PAREKH, (PAN- AFTPP2385R), 2) MR. JAYSUKH PAREKH, (PAN- AFGPP4149C), both are sons of Shantilal Parekh, 3) MR. MEHUL PAREKH, (PAN- AIDPP5714F), son of Mr. Jaysukh Parekh and (4) MR. NIKHIL PAREKH, (PAN- AKJPP5964B), son of Mr. Has Mukh Parekh, all by faith- Hindu, by occupation- Business, by Nationality- Indian, all are residing at 5/1, Russel Street,

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তার 25-03-15
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Mr Harmath Parekh
5/1 Russel Street. No. 71

শ্রী কুমার সরকার
স্ট্যাম্প ভেঙার
সি.এস.আর অফিস
পল্লি ২৪ পরগনা

MEMO-64715
Billed Agent



1283
214115

RAJWADA DEVELOPER

Billed Agent
Partner



1282
214115

RAJWADA DEVELOPER

Rajwan Manna
Partner



RAJWADA DEVELOPER

Rajwan Manna
Partner - 1284
1275

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Harmath Parekh - 2 APR 2015



HARMATH PAREKH - 2 APR 2015



P.S. Shakespear Sarani, Kolkata- 700 071, hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE/FIRST PART.**

A N D

M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, (1) **SRI PARVEEN AGARWAL**, (2) **SRI BIKASH AGARWAL** and (3) **SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084 and also at "Narendra Baban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and administrators) of the **OTHER PART/SECOND PARTY.**

WHEREAS the Owners/First Party together with one Sri Joydeep Majumder, son of Late Manik Majumder purchased **ALL THAT** piece and parcel of land measuring more or less 6 Cottahs 8 Chittak 10 Sq.ft. (the split up of the land being :- 2 Cottahs 9 Chittaks in R.S. Dag No. 3178 under R.S. Khatian No. 491 and 1 Chittak 10 Sq.ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419 and 2 Chittaks in R.S. Dag No. 3175 under R.S. Khatian No. 492 and 3 Cottahs 12 Chittaks in R.S. Dag No. 3182 under R.S. Khatian No. 492 respectively) lying and situate at Mouza- Barhansartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492

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under P.S. Sonarpur, District South 24-Parganas from the then owner Sri Ashoke Kumar Roy, son of Sri Radhika Ranjan Roy of 12/1, Mahendra Roy Lane, P.S. Karaya, Kolkata- 700 046, which was duly registered on 22/06/2007 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. I, Volume No. 1, Pages from 1 to 19, Being No. 07485 for the year 2007. It was clearly stated that said Land Owners herein purchased 75% and said Joydeep Majumder purchased 25% out of the said land measuring more or less 6 Cottahs 8 Chittaks 10 Sq.ft.

AND WHEREAS thus by virtue of the aforesaid Deed said MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH, the Owners herein became the absolute joint owners of the land measuring more or less 4 Cottahs 14 Chittaks 7.5 Sq.ft. and the said Joydeep Majumder became the absolute owner of the land measuring more or less 1 Cottah 10 Chittaks 2.5 Sq.ft. out of the aforesaid purchased land measuring more or less 6 Cottahs 8 Chittaks 10 Sq.ft.

AND WHEREAS said Joydeep Majumder while had been enjoying his aforesaid purchased landed property measuring more or less 1 Cottah 10 Chittaks 2.5 Sq.ft. he sold, conveyed and transferred the same unto and in favour of said MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH, the Owners herein by and under a Deed of Sale which was executed on 16/04/2010 and duly registered on 25/05/2010 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. 1, CD. Volume No. 13, Pages from 2534 to 2548, being No. 05079 for the year 2010.

AND WHEREAS thus by virtue of aforesaid two separate Deeds said MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH, the Owners herein became the absolute joint owners of the land measuring more or less 6 Cottahs 8 Chittaks 10 Sq.ft. lying and situate at Mouza- Barhansartabad, J.L. No. 47, comprised in R.S. Dag Nos. 5178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 and



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they recorded their names in the Revisional Settlement Records of Rights now within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28, under P.S. Sonarpur, District South 24-Parganas (hereinafter called the SAID PREMISES) fully described in the Schedule A hereunder written and enjoying the same free from all encumbrances.

AND WHEREAS with a view to develop the land premises mentioned in the Schedule "A" hereunder written after demolishing the existing structure and to have a new construction made on the land of the premises in accordance with a sanctioned plan to be obtained from the Rajpur-Sonarpur Municipality two separate Agreements were executed and registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another was recorded in Book No. I, CD. Volume No. 21, Pages from 10548 to 10566, Being No. 11356 for the year 2013 between MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH, the Owners herein and one "M/S. RAJWADA GROUP", a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners nemaly, (1) **RAJENDRA KUMAR AGARWAL** (since deceased), son of Late Bhagirath Mal Agarwal, (2) **SRI PARVEEN AGARWAL**, (3) **SRI BIKASH AGARWAL** and (4) **SRI RAJ KUMAR AGARWAL**, 2-4 are sons of Rajendra Kumar Agarwal (since deceased), all by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084 District South 24-Parganas, with the terms as mentioned therein and the Owners herein also executed and registered two General Power of Attorneys on 11th day of December, 2013 before the office of the A.R.A.-III at Alipore and recorded in its Book No. IV, CD. Volume No. 13, Pages from 1704 to 1714, Being No. 08730 for the year 2013 and in Book No. IV, CD. Volume No. 13, Pages from 1693 to 1703, Being No. 08729 for the year 2013



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unto and in favour of said RAJENDRA KUMAR AGARWAL (since deceased), son of Late Bhagirath Mal Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, District South 24-Parganas, one of the Partner of the said Partnership Firm "M/S. RAJWADA GROUP".

AND WHEREAS one of the Partner and authorised signatory of the said "M/S. RAJWADA GROUP" namely RAJENDRA KUMAR AGARWAL, died intestate on 01/01/2015 and after such death of said Rajendra Kumar Agarwal the aforesaid Power of Attorney Nos. 08730 & 08729 for the year 2013 was automatically cancelled and the said Partnership Firm "M/S. RAJWADA GROUP", reconstituted the said partnership firm and thereafter the said M/S. RAJADA GROUP, represented by its authorised signatory SRI BIKASH AGARWAL, son of Late Rajendra Kumar Agarwal, cancelled the said two Development Agreements which were executed and registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another was recorded in Book No. I, CD. Volume No. 21, Pages from 10548 to 10566, Being No. 11356 for the year 2013 and the cancellation of said Development Agreement was registered on 17/4/15 before the office of the D.S.R.- IV at Alipore vide Deed No. 3008 for the year 2015.

AND WHEREAS in this circumstances the Owners/First Party herein, for develop their said property mentioned in the **SCHEDULE 'A'** hereunder written, entered into an another Agreement for Development with **M/S. RAJWADA DEVELOPER**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, (1) **SRI PARVEEN AGARWAL**, (2) **SRI BIKASH AGARWAL** and (3) **SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084 and also at "Narendra Baban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the Developer herein with the terms as mentioned herein to construct multi-storied building according to modern test, design and



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architecture in accordance with the building plan to be sanction by the authority of Rajpur-Sonarpur Municipality.

AND WHEREAS the aforesaid representation of the Owners/First party and subject to verification of title of the owners concerning the said premises, the Developer/Second Party has agreed to develop the said premises in accordance with the sanctioned plan on the terms and conditions hereinafter appearing :-

NOW THE TERMS AND CONDITIONS OF THIS AGREEMENT as follows :-

ARTICLE- I

(DEFINITION)

1. **OWNERS** shall mean (1) **MR. HASMUKH PAREKH**, 2) **MR. JAYSUKH PAREKH**, both are sons of Shantilal Parekh, 3) **MR. MEHUL PAREKH**, son of Mr. Jaysukh Parekh, and (4) **MR. NIKHIL PAREKH**, son of Mr. Hasmukh Parekh, and their heirs, executors, administrators, legal representatives and assigns of the **FIRST PART**.
2. **DEVELOPER** shall mean **M/S.RAJWADA DEVELOPER**, a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata- 700 084 and its successors, administrators, office-in-interes and assigns described as the **SECOND PART**.
3. **ADVOCATE** shall mean and include Advocates whom the Developer may from time to time appoint as the Advocates for the project.
4. **ARCHITECTS** shall mean and include such architect or firm of architects whom the Developer may, from time to time appoint as the Architects for the new building or buildings.
5. **PREMISES** shall mean and include the piece and parcel of land measuring more or less 6 Cottahs 8 Chittaks 10 Sq.ft. lying and situate at Mouza- Barhansfartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian-Nos. 491, 419 & 492 now within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28, P.S. Sonarpur, District South 24-Parganas (hereinafter called the SAID PREMISES) fully described in the Schedule "A" hereundar written.



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6. **NEW BUILDING** shall mean and include the building to be constructed in the said Property as per the sanctioned building Plan or Plans to be sanctioned by Rajpur-Sonarpur Municipality at the costs of the **DEVELOPER**.
7. **UNIT** shall mean and include the flats, shops and/or spaces in the building intended to be built and/or constructed in the said premises to be occupied by the Flat Owners including Owner herein.
8. **COMMON FACILITIES** : shall mean and include stair-cases, lift, common passages, open spaces, water supply system, water, water pump and motor, septic tank, Electric lines, Land, Boundary walls, roof, main gate of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the Schedule 'D' herein below.
9. **THE SANCTIONED PLAN** would mean Plan of the new building to be sanctioned by Rajpur-Sonarpur Municipality and/or any other such competent authorities as the case may be, including all its additions alterations and amendments.
10. **SINGULAR** shall mean and includes the plural and vice-versa.
11. **MASCULINE** shall include the feminine and vice-versa.
12. **OWNER'S ALLOCATION SHALL MEAN** : shall mean 50% (Fifty Percent) of total F.A.R. in each floor including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the Owners according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owners allocation duly signed by the Owners and the Developer after the sanction of the building plan and also get Rs. 19,00,000/- (Rupees Nineteen Lakh) only to Owners from developer at the time of signing this agreement which is refundable. The Owners' allocation is more fully described in the Schedule "B", Part- I hereunder written.



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13. **SUBMISSION OF THE DOCUMENTS** : At the time of agreement all the certify copy of original deeds, tax receipt, documents, heirs certificate and all other related necessary papers shall be submitted by the owners to the Developer and against this submission the Developer shall issue a proper receipt to the Land Owners for their documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of developer's allocation and all other allied jobs.
14. **DEVELOPER'S ALLOCATION** : shall mean remaining portion i.e. the remaining 50% of the total constructed area in the building to be constructed on the said premises after allocation to the owners. The Developer's allocation is morefully described in the Schedule "B", Part- II hereunder written.
15. **SALEABLE SPACE** shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the Owners' Allocation together with all proportionate common facilities and the space as required thereof.
16. **FORCE MAJURE** shall mean flood, earthquake or riot, war, storm, tempest, civil commotion, strike, lock-out any Third Party's action and/or law suit and/or any other act or commission beyond the control of the Parties hereto.
17. **TRANSFER** with its grammatical variation shall include transfer by possession and by any other mean adopted for effecting what is understood as a transfer of space in multistoried building to purchase thereof.
18. **TRANSFEEEE** shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
19. **COVERED & BUILT UP AREA** : shall mean covered area shall mean the area multiplication of length & breadth of the Flat or unit, measured wall to wall externally



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in both length & breadth side plus proportionate share of stair case with landing, plus proportionate share of caretaker room & toilet (Service Area) plus proportionate share of ground floor stair and landing over this/these to arrive at covered area.

ARTICLE- II COMMENCEMENT

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

ARTICLE- III OWNER'S RIGHTS & REPRESENTATIONS

1. The **OWNERS** are absolutely seized and possessed of and/or well and sufficiently entitled to the said Premises.
2. No other persons that the Owners has any claims, right, title and/or demand over and in respect of the said Premises and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.
4. The **DEVELOPER** as well as the **OWNERS** shall collect individual clearance Income Tax if required in respect of their individual allocation.
5. The **DEVELOPER** shall pay to the **OWNERS** the refundable amount of Rs. 19,00,000/- (Rupees Nineteen Lakh) only at the time of signing of this Agreement .

ARTICLE- IV PROCEDURE

1. **DEVELOPER** will get the said Premises measured and surveyed on behalf of the Owners and will pay all the necessary expenses.
2. The **OWNERS** shall deliver the entire holding after sanctioned the building plan of the proposed building at the said premises to the **DEVELOPER** who shall erect the proposed building in the said holding/premises.



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3. The said Premises has been mutated in the name of the Owners under Rajpur-Sonarpur Municipality and the **Developer has** paid the necessary Municipal Taxes to the concerned Municipality.
4. Some taxes may be dues for the said Premises to Rajpur-Sonarpur Municipality and/or other concerned authorities. These amount of due taxes will be paid by the **Develope**.
5. The **DEVELOPER** shall take the sanction the building plan in connection with the said property as described in the Schedule 'A' hereunder written.
6. After execution of this agreement the **DEVELOPER** shall take proper steps for the sanctioning the building plan in respect of the proposed project.
7. **DEVELOPER** will prepare all necessary documents, architectural Plan, structural design etc. and will submit the Plan in the name of the Owners before Rajpur-Sonarpur Municipality and for the same the **OWNERS** shall give full Co-operation to the **DEVELOPER** without raising any objection.
8. After getting sanction of the building plan on proposed land area from Rajpur-Sonarpur Municipality, the **DEVELOPER** shall erect, construct and complete the said building within **24 (Twenty Four)** months to be calculated from the date of obtaining sanctioned Plan from Rajpur-Sonarpur Municipality as well as from the date of getting vacant possession of the said Premises from the **OWNERS** herein whichever is later. Time is the essence of this agreement. It is noted that as soon as the building plan shall be sanctioned a written information for the construction work shall be sent to the **LAND OWNERS** by the **DEVELOPER**. The **OWNERS** shall then vacate the entire Holding within one month and delivered the same to the **DEVELOPER** from the date of signing this agreement.



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9. At the time of construction of the new building the **DEVELOPER** can enter into an Agreement for sell or any kind of transfer or in any way deal with **DEVELOPER'S ALLOCATION** with any Third Party or Parties as absolute Ownership thereof, the **OWNERS** shall not interfere.
10. As soon as the new building shall be completed including the **DEVELOPER'S ALLOCATION**, the **OWNERS** shall execute the deed of conveyances, in respect of the **DEVELOPER'S ALLOCATION** together with in respect of the undivided proportionate share of land and other common facilities in favour of the **DEVELOPER** and/or its nominees.
11. From the date of taking over possession of the **OWNERS' ALLOCATION**, the **OWNERS** shall pay the proportionate share of maintenance and taxes on their allocation as mentioned in the Schedule 'B' below.

ARTICLE- V DEVELOPER'S RIGHT

1. The **OWNERS** hereby grant, subject to what have been hereunder provided, exclusive right to the **DEVELOPER** to construct the proposed building in the said premises and the **DEVELOPER** shall erect the new building thereon in accordance with the building Plan to be sanctioned by Rajpur-Sonarpur Municipality at its cost.
2. The **DEVELOPER** will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said Premises.
3. The **OWNERS** shall give the **DEVELOPER** so mentioned other than exclusive licence to the **DEVELOPER** to commercially exploit the same in terms hereof and to deal with the **DEVELOPER'S ALLOCATION** in the new building in the manner hereinafter stated. The **DEVELOPER** can enter into an agreement for Sale, transfer, lease rent handover possession of or in any way deal with **DEVELOPER'S ALLOCATION** excluding the **OWNERS' ALLOCATION** and right as stated herein above in full.



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However, the **OWNERS** will be bound to sign as Confirming Party of the aforesaid agreement for Sale, transfer, lease rent between the **DEVELOPER** and any Third Party if required.

4. The **DEVELOPER** shall be exclusively entitled to **DEVELOPER'S ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the Owners and the **OWNERS** shall not in any way interfere with or disturb the quiet and peaceful possession of the **DEVELOPER'S ALLOCATION**.
5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The such building materials shall be standard one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.
6. The Owners will give all the original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the Developer and the Developer shall also return all the documents/papers to the Owner after completion the construction work.

ARTICLE- VI CONSIDERATION

1. The **OWNERS** have agreed to permit the **DEVELOPER** to exploit commercially the said Premises fully described in the Schedule A hereunder written and to construct and erected new building on the such land in accordance with the Building Plan to be sanctioned by Rajpur-Sonarpur Municipality.
 - a) The **DEVELOPER** will prepare all necessary documents, Architectural Plan Structural design etc. and will bear all expenses for the above purpose.



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- b) The **DEVELOPER** will submit the Plan in the names of the **OWNERS** before Rajpur-Sonarpur Municipality and obtain sanction from Rajpur-Sonarpur Municipality and will bear all expenses for the above purpose.
- c) The **DEVELOPER** shall erect, construct and complete the new building and shall provide the **OWNERS' ALLOCATION** to the **OWNERS** and all costs, charges and expenses shall be paid, borne and discharged by the **DEVELOPER** for the construction.
- d) The **DEVELOPER** hereby undertake to construct and complete the new building at the said premises within a period of **24 (Twenty Four)** months to be calculated from the date of obtaining the sanctioned Plan to be sanctioned from Rajpur Sonarpur Municipality.
- e) The **DEVELOPER** shall erect the building as per sanctioned building plan.
- f) As soon as the new building shall be completed the **DEVELOPER** shall give written notice to the Owners for taking the vacant possession of the **OWNERS' ALLOCATION** in the new building as within mentioned and the **OWNERS** shall then take the possession in the said allocation of the **OWNERS** and since the date of receiving the such notice the **OWNERS** shall pay the proportionate taxes and maintenance cost for their allocation.
- g) The **OWNERS** shall execute the deed of Conveyance or Conveyances in respect of the flats etc., together with undivided proportionate share of the land which shall come under the **DEVELOPER ALLOCATION** in favour of either the **DEVELOPER** and/or their nominee or nominees at the time of getting possession of the **OWNERS' ALLOCATION** or thereafter when call for. The cost of the Deed of Conveyance will be borne by the **DEVELOPER** and/or their nominee or nominees.



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ARTICLE- VII OWNERS' INDEMNITY

1. **OWNERS** hereby undertakes that the **DEVELOPER** shall be entitled to the said construction and shall enjoy its allocated space without any interference.
2. The **OWNERS** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the **DEVELOPER** even at the time of construction work if any labour or mason or any man connected with the said venture dies due to accident **OWNERS** shall not be held responsible and liable to pay any compensation for the same.
3. The **OWNERS** hereby agree and covenant with the **DEVELOPER** not to cause any interference or hindrance in the construction of the said new building at the said Property by the Developer.
4. The **OWNERS** hereby agree and covenant with the **DEVELOPER** not to do any act, deed or thing whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any of the Developer allocated portion in the building after completion of the new building.

ARTICLE- VIII DEVELOPER INDEMNITY

1. The **DEVELOPER** hereby undertake to keep the Owner indemnified against all third Party claims and actions arising out of any sort of act or commission of the **DEVELOPER** in or relative to the construction of the said new building.
2. The **DEVELOPER** shall on completion of the new building put the **OWNERS** in undisputed possession together with all rights therein including proportionate rights in common to the common portion.



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ARTICLE- IX MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the new building by the **DEVELOPER** various deeds, matters and things herein specified may be required to be done by the **DEVELOPER** and for which the **DEVELOPER** may need the authority of the Owners and various applications and other documents may be required to be signed or made by the **OWNERS** relating to which specified provisions may not have been mentioned herein, the **OWNERS** hereby undertake to do all such acts, deed, matters and things that may be reasonably required to be done in the matter of proposed construction and the **OWNERS** shall sign and execute all such additions, applications, power of attorney and/or authorisation and other documents as the case may be to facilitate the construction of the new building. It is decided that at the time of execution of this agreement, the **OWNERS** shall hand over all original title deed, paid up tax bill etc., to the **DEVELOPER**, immediate after completion of registration of all flat etc. on **DEVELOPER ALLOCATION** the same shall be handed over to the **OWNERS** by the **DEVELOPER**.
2. The **OWNERS** herein empower the **DEVELOPER** to facilitate the construction work and also sell and transfer of all kinds of **DEVELOPER ALLOCATION** at the said Premises and by virtue of registered Power of Attorney which shall remain in force till the completion of project as well as completion of registration of **DEVELOPER ALLOCATION** the **DEVELOPER** shall sell or transfer their allocation to the intending Purchasers or in favour of their nominated persons and shall do all the acts for Rajpur Sonarpur Municipality such as sanctioning the building plan, modified or revised plan or sewerage or drainage plan and its connection and also take necessary connection of water, electricity connection in the said holding on behalf of the **OWNERS** and execute all papers, deeds, plans etc., and the **DEVELOPER** shall have right to advertise for sale or transfer their



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allocation to any third party or parties by virtue of this indenture and Power to be executed by the **OWNERS** in favour of the **DEVELOPER**.

3. The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
4. The **DEVELOPER** shall deliver the **OWNERS' ALLOCATION** as within mentioned to the **OWNERS** within the stipulated period. If the Developer cannot deliver the Owners' allocation mentioned in the Schedule 'B' Part- I to the Owners within the stipulated period then the instant case Developer and owners discuss the immediate settlement date of the possession to be given to the owners and the developer shall be bound to executed a declarton for the subject matter..
5. The **OWNERS** shall give full co-operation to the **DEVELOPER** for smooth running of the project in connection with the property.
6. The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the said construction and shall enjoy their space without interference or disturbances, provided the **DEVELOPER** perform and fulfil and all the terms and conditions herein contained and on their part to be observed and performed and it is decided by both the parties and it is also decided that this project shall be registered under Section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 if required.
7. The **DEVELOPER** shall sell their Allocation to the intending Purchaser(s)) alongwith common services as described in the Schedule 'C' hereunder written and the **DEVELOPER** shall have right to take full or part consideration sum against their Allocation as within mentioned on which the **OWNERS** shall not claim or demand.



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8. The **DEVELOPER** shall erect the building as per specification as mentioned herein together with standard quality materials and at the time of construction and the **OWNERS** shall give full Co-operation to the **DEVELOPER** and as per **DEVELOPER** necessities the **OWNERS** shall put their necessary signature and execute all the documents declarations and deeds to be required for the sanctioning the Building Plan in connection with the Property without raising any objection.
9. That during the stipulated period if the **OWNERS** die their all the legal heirs shall have to abide by all the terms and conditions as within mentioned without raising any objection and then the fresh General Power of Attorney shall have to be executed by the legal heirs of the present **OWNERS** if required in favour of the **DEVELOPER** as and when they shall be informed; on the contrary if the proprietor/ Developer dies during the stipulated period as within mentioned, the legal heirs of the proprietor/Developer shall remain liable to complete the proposed construction and shall also abide by the terms and conditions of this agreement.

The buildings name shall be "RAJWADA ALTITUDE"

JURISDICTION : All courts, within the limits of Alipore, District South 24-Parganas and the High Court at Kolkata shall have the jurisdiction to entertain and determine all actions, suit and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of Land and Property)

ALL THAT piece and parcel of land measuring more or less 6 Cottahs 8 Chittaks 10 Sq.ft. along with a Tile shed structure measuring more or less 100 Sq.ft. lying and situate at Mouza- Barhansartabad, J.L. No. 47, R.S. 7, Touzi No. 109, Pargana- Medanmallah, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 now within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28, P.S. Sonarpur, A.D.S.R. at Garia, District South 24-Parganas.



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BUTTED AND BOUNDED

- On the North** : Part of Dag No. 3178.
On the South : Part of Dag No. 3178.
On the East : Part of Dag No. 3186 and Dag No. 3175.
On the West : 8 ft. wide common passage.

THE SCHEDULE "B" ABOVE REFERRED TO

(Part- I)

(Owners' Allocation)

THE OWNERS shall get. 50%(Fifty Percent) of total F.A.R. in each floor including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the Owners according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owners allocation duly signed by the Owners and the Developer after the sanction of the building plan together with proportionate share and/or interest in the land and the common areas and facilities in accordance **SCHEDULE (C)** hereunder written and also get Rs. 19,00,000/- (Rupees Nineteen Lakh) only to Owners from developer at the time of signing this agreement which is refundable.

(Part- II)

(Developer's Allocation)

Save and except the Owners' allocation mentioned hereinabove remaining 50% of the flat and Garage/Car parking space constructed on the said Premises/Property together with proportionate impartible undivided share in the land underneath together with proportionate share and/or interest in the land and the common areas and facilities in accordance **SCHEDULE (C)** hereunder written will be in the exclusive share of the Developer and the Developer will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.



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THE SCHEDULE "C" ABOVE REFERRED TO

(Common rights and facilities)

Pump and motor, Lifts, Stair-case, common passage, mummy roof, water lines, land, boundary wall, water tank and reservoir, fixtures and fittings, vacant space, roof and main entrance, gate, care-taker room and toilet and also the Ground floor stair case shall be enjoyed by the **OWNERS** and also the intending Purchasers to whom the **DEVELOPER** shall sell the proposed construction.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Expenses to be Paid Proportionately)

Maintenance charges, common electric, repairing of building, litigation, expenses, charge of sweeper and durwan etc.

If the Electric Transformer is required for this new proposed building by the WBSEDCL then the cost and installation charges of transformer will be paid by the Owners and the Developer proportionately.

ANNEXTURE-A (Specification)

1. The structure of the building will be rainforced concrete from structure.
2. External brick wall will be 8"/10" thick;
3. Internal partition wall will be 5"/3";
4. All floors will be Tiles/marbel(2'x2' marbel) and internal wall surface will be plaster of paris;
5. Kitchen which would be finished with black stone on the top would be finished with Kajaria or bell type wall tiles upto 3' height;
6. Toilet wall will be glazed tiles upto 5'6" height (from the floor one Indian Type pan one shower and two tap points to be provided in toilet;



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7. There will be one white basin in dinning;
8. All electrical wiring will be conceal type, each bedroom and dinning room will have three light points, one fan point and one plug point, in kitchen one power point, one exhaust fan point and one light point.

Toilet and verandah will have one light point each, one ceiling ball point;
9. Internal plumbing works will be conceal type;
10. External plumbing works will be surface type and is of PVC pipe lint;
11. Rain water line will be also made of PVC pipe;
12. There will one tube well and overhead PVC tank
13. Under Ground waste line will be of S.W. Pipe 4" dia,
14. All windows will be of Steel glass fitted with 10mm x4mm grill;
15. All doors frames will be of 4"x2.5" sal wood made;
16. Internal flash door (Ply made) and external pane door of Black sirish wood
17. Doors/windows/grill 2 coats paints;
18. One common gril entry door at ground floor stair entrance
19. Out side cement based paint 2 coats;
20. Mainline/Mainmeter per flat Rs.



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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signature and seal on this day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of :

WITNESSES :-

1) Indrani Bhatlacharya
Kalmal Apartment
Pratapgarh Kol-103

2) Soumi Sengupta
Masterpana,
Baruipur, Kol-144

J. Paul
Chang
Mehar
Hannu Raut

OWNERS' SIGNATURE

Rajwada Developer
RAJWADA DEVELOPER
Partner

RAJWADA DEVELOPER
Bilal Aggarwal
Partner

RAJWADA DEVELOPER
Rajkumar Agarwal
Partner

DEVELOPER'S SIGNATURE



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MEMO OF CONSIDERATION

RECEIVED of and from within named Developer the within mentioned sum of Rs. 19,00,000/- (Rupees Nineteen Lakh) only as an execution of this agreement by A/C Cheque/ Cash only.

<u>DATE</u>	<u>CHEQUE/Draft No.</u>	<u>BANK & BRANCH</u>	<u>AMOUNT</u>
17/09/2013	050668	AXIS BANK Bz- Garia	Rs. 11,00,000/-
17/09/2013	050667	— do —	Rs. 8,00,000/-
			----- Total Rs. 19,00,000/- -----

(RUPEES NINETEEN LAKH ONLY)

WITNESSES :-

1) Sudranil Bhattacharye
Kamal Apartment,
Pratapgarh, Kol-103

Harmika Bhowmik
Gosthly
Mehar Singh
Chowdhury

2) Soumi Sengupta
Masterpana,
Baruipur, Kol-144

OWNER'S SIGNATURE

Drafted and prepared by me :-

Somenath Chakraborty.
(SOMENATH CHAKRABORTY)
Deed Writer (ALP/130),
Alipore District Registrar Office
Kolkata- 700 027.

Printed by :-

Pradip Baidya
(PRADIP BAIDYA)
Sonarpur.



Dist. Sub-Registrar - IV
Regd. Office - 107/1 of
Regd. Office - 107/1 of
Alipore, South 24 Parganas
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Hasmukh Parekh

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - HASMUKH PAREKH

SIGNATURE - Hasmukh Parekh



Jaysukh Parekh

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - JAYSUKH PAREKH

SIGNATURE - Jaysukh Parekh



Nikhil Parekh

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Left Hand					
Right Hand					

NAME - NIKHIL PAREKH

SIGNATURE - Nikhil Parekh



Mehul Parekh

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Left Hand					
Right Hand					

NAME - MEHUL PAREKH

SIGNATURE - Mehul Parekh



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Praveen Kumar

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Left Hand					
Right Hand					

NAME - *Praveen Kumar*

SIGNATURE *Praveen Kumar*



Bilal

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Left Hand					
Right Hand					

NAME -

SIGNATURE *Bilal Aggarwal*



Rajkumar Aggarwal

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Left Hand					
Right Hand					

NAME -

SIGNATURE *Rajkumar Aggarwal*

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Left Hand					
Right Hand					

NAME -

SIGNATURE



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

Endorsement For Deed Number : I - 03011 of 2015
(Serial No. 03219 of 2015 and Query No. 1604L000006514 of 2015)

On 02/04/2015

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

Presented for registration at 16.27 hrs on :02/04/2015, at the Private residence by Bikash Agarwal , one of the Claimants.

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

Execution is admitted on 02/04/2015 by

1. Hasmukh Parekh, son of Shantilal Parekh , 5/1 Russel St, , Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071, By Caste Hindu, By Profession : Business
2. Nikhil Parekh, son of Hasmukh Parekh , 5/1 Russel St, , Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071, By Caste Hindu, By Profession : Business
3. Jaysukh Parekh, son of Shantilal Parekh , 5/1 Russel St, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071, By Caste Hindu, By Profession : Business
4. Mehul Parekh, son of Jaysukh Parekh , 5/1 Russel St, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700071, By Caste Hindu, By Profession : Business
5. Bikash Agarwal
Developer/partner, M/s Rajwada Developer, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business
6. Parveen Agarwal
Developer/partner, M/s Rajwada Developer, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business
7. Raj Kumar Agarwal
Developer/partner, M/s Rajwada Developer, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business

Identified By Somenath Chakraborty, son of Late Dulal Chakraborty, Alipore D R Office Alp/130, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Law Clerk.

(Md. Shadman)
DISTRICT SUB-REGISTRAR-IV

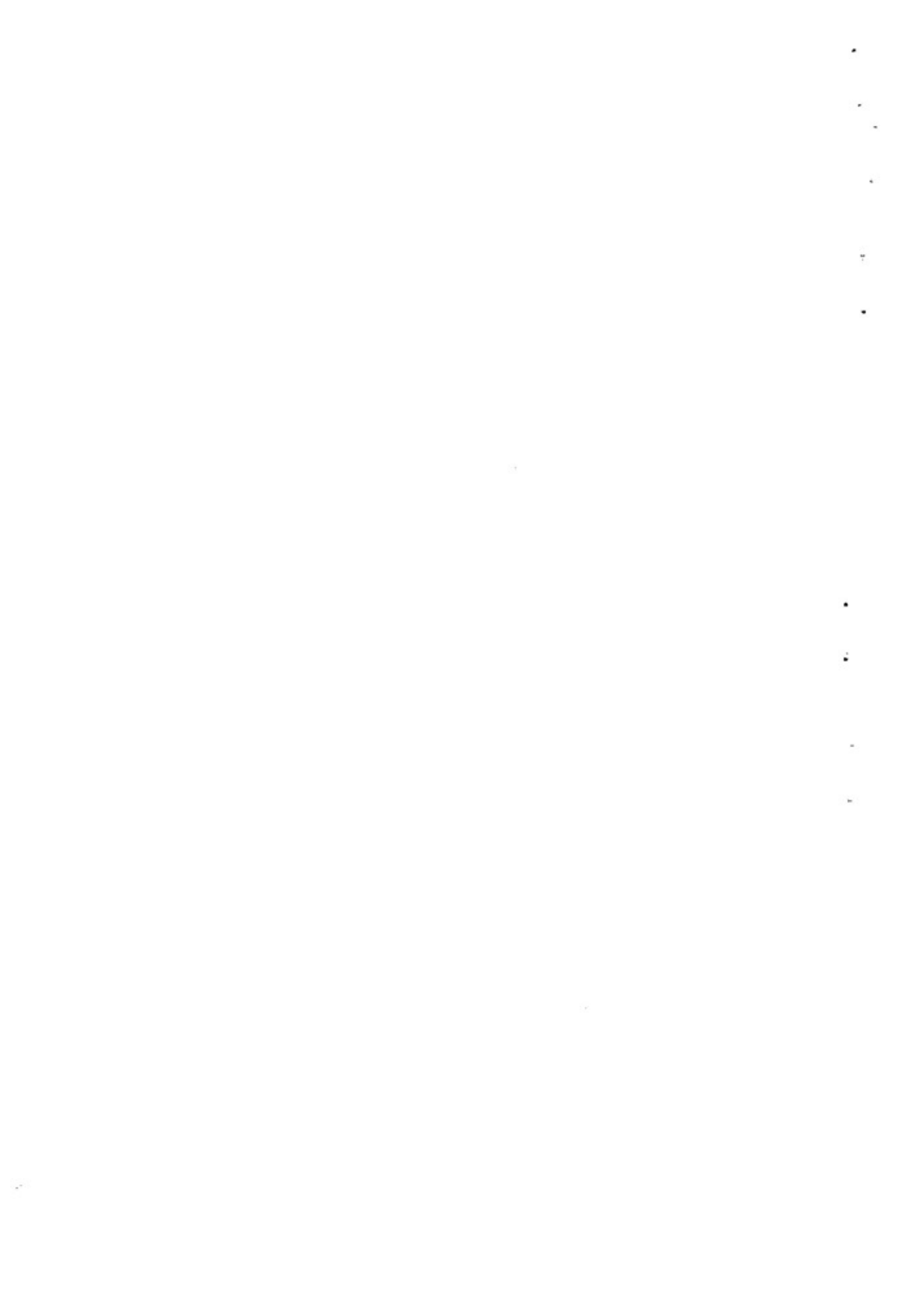
On 17/04/2015

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

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




(Tridip Misra)
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Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03011 of 2015
(Serial No. 03219 of 2015 and Query No. 1604L000006514 of 2015)

Payment of Fees:

Amount by Draft

Rs. 20950/- is paid , by the draft number 002230, Draft Date 16/04/2015, Bank Name State Bank of India, MAHAMAYATALA, received on 17/04/2015

(Under Article : B = 20889/- ,E = 14/- ,H = 28/- ,M(b) = 4/- ,Excess amount = 15/- on 17/04/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,05,50,834/-

Certified that the required stamp duty of this document is Rs.- 20011 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 20000/- is paid , by the draft number 002233, Draft Date 16/04/2015, Bank : State Bank of India, MAHAMAYATALA, received on 17/04/2015

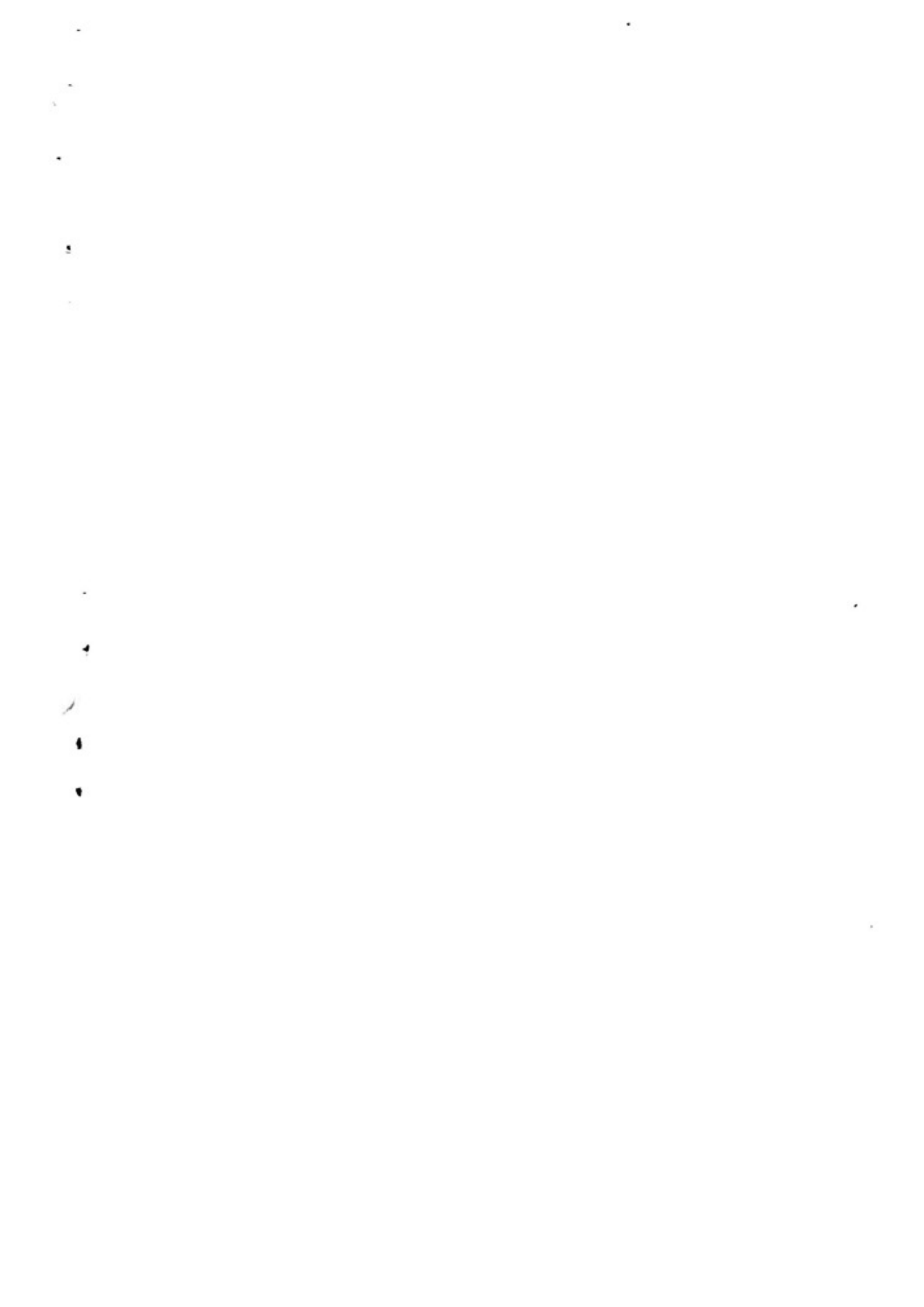
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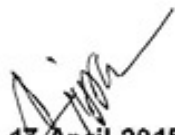
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 5793 to 5821
being No 03011 for the year 2015.




(Tridip Misra) 17 April-2015
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West Bengal