

Sl. No. 24/11  
**PRABIR KUMAR MITRA**  
Notary  
Kolkata

Professional Address :  
C.M.M.S.'S. Court  
Member of the Bar  
& Advocate Association  
2, Bankshall Street  
Kolkata-700 001

## Notarial Certificate

(Pursuant to section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come I PRABIR KUMAR MITRA duly authorised by the State Government to practise as a Notary do hereby verify authenticate, certify attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted, and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify authenticate and attest that the annexed instrument "A" is the Memorandum of Agreement executed by Sri Pawan Kumar Gutgutia for and on behalf of 3 persons (vendors) Owners of Laddhagar, Road, P.O. Buroipur, P.S. # Bapari, Dist. Burdwan

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs on occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHERE OF being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Kolkata on this 03 day of February in the year of Christ 2011



NOTARIAL STAMP

PRABIR KUMAR MITRA  
NOTARY

08/02/11  
FEB 2011



अभिष्टम्भण पश्चिम बंगाल WEST BENGAL 38AA 025317



**MEMORANDAM OF AGREEMENT**

**THIS MEMORANDAM OF AGREEMENT** made this 2<sup>nd</sup> day of Feb 'Two Thousand Eleven **BETWEEN 1 SRI PAWAN KUMAR GUTGUTIA**, son of Late Ram Awatar Gutgutia, by occupation- Business, 2) **SMT. NIRMALA DEVI GUTTGUTIA**, wife of Sri Pawan Kumar Gutgutia, by occupation-Household 3) **MS. AMISHA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by occupation-Business, and 4) **MR. RACHNA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by occupation-Household, all by faith-Hindu, by Nationality- Indian, residing at Radhanagar Road, P.O.Burnpur, P.S.Hirapur, District Burdwan (W.B) hereinafter jointly and collectively called and referred to as the "**OWNERS**" (which term or expression shall

*Agreement Memorandum*

*to be signed*

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-( 2 ):-



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 PART/ FIRST PARTY**.

**AND**

**M/S. RAJWADAGROUP**, a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, being represented by its Partners namely **1) SRI RAJENDRA KUMAR AGARWAL**, son of Late Bhagirath Mal Agarwal, **2) SRI PARVEEN AGARWAL**, **3) SRI BIKASH AGARWAL**, & **4) SRI RAJ KUMAR AGARWAL**, 2,3 & 4 sons of Sri Rajendra Kumar Agarwal all by faith- Hindu, by occupation-Business, by Nationality-Indian, residing at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084 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 Owner/s First Party is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring more or less 23 Cottahs 4 Chattaks 7 Sq.ft. along with 300 Sq.ft. dilapidated Structure standing thereon [ the split up of the land and Mouza being :- {10 Cottahs 14 Chittaks 15 Sq.ft. of land of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48, under Ward No.27 of Rajpur-Sonarpur Municipality) + 12 Cottahs 5 Chattaks 37 Sq.ft. of land of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58, under Bon Hooghly I No. Gram Panchayet area) ) under P.S. Sonarpur, District-South 24-Parganas( hereinafter called the said premises ) ( hereinafter called the SAID PREMISES) fully described in the First Schedule hereunder written.

**AND WHEREAS** one Haran Purkait, son of Adhar Chandra Purkait was seized and possessed of or other wise well and sufficiently entitle to the all that piece and parcel of sali land measuring 61 decimals in R.S.Dag No.842, R.S.Khatian No.45 c Ramchandrapur Mouza, J.L.No. 58, under P.S. Sonarpur, District-24-Parganas as p

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*Agarwal Rajendra Kumar*

*Har 28 Chitra*



Revisional Settlement Records and he had been paying Govt. rent thereof and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever..

**AND WHEREAS** the said Haran Purkait sold, transferred and conveyed the land measuring 43 decimals out of 61 decimals in R.S.Dag No.842, R.S.Khatian No.45 of RamChandrapur Mouza, J.L.No.58, under P.S.Sonarpur, District-South 24-Parganas on 9/10/1964 to Kamini Engineering Company having its registered office at 7, Swinhow Street, P.S.Ballygunge, Kolkata-700 019, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.123, Pages-54 to 57, being No.9286 for the year 1964 and the said Kamini Engineering Company also purchased other plots of lands on 9th day of October, 1964 from one Nagendra Nuth Naskar, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.117, Pages-261 to 264, being No.9285 for the year 1964.

**AND WHEREAS** the said Kamini Engineering Company was a originally a Partnership Firm represented through its Partners 1) Dinesh Chandra Dutta, 2) Rabati Lal Das and 3) Ranesh Chandra Dutta and on 21/3/1967, the said Partnership Firm was amicable and lawfully dissolved through a deed of dissolution and finalisation of the accounts on 21st March 1967 and as per the said Dissolution and contents thereof One Dinesh Chandra Dutta, son of Late Debendra Chandra Dutta, one of the partner became the sole proprietor of the said Kamini Engineering Company including the lands and structures therein.

**AND WHEREAS** the said Dinesh Chandra Dutta gave the property in R.S.Dag No.842 of R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58 and 12 cottabs 10 Chattaks equivalent to more or less 21 decimals in R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48, under P.S.Sonarpur, District-South 24-Parganas in 1968 in favour of his wife, Smt. Sisir Kana Dutta by a registered deed of gift at D.R.Alipore office and recorded in Book No.I, Volume No.16, Pages-272 to 276, being No.5673 for the year 1968.

*Refer to same Affidavit*

*Done at Calcutta*

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-( 4 )-



**AND WHEREAS** while the said Smt. Sisir Kana Dutta seized and possessed of her property she being urgent need of money by an agreement dated 10/1/1981 with Satya Narayan Sharma to sell the said land measuring 64 decimals ( the split up of the land and Mouza being : 43 decimals of R.S.Dag No.842, R.S.Khatian No.45, Ramchandrapur Mouza, J.L.No.58, + 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrahali Mouza, J.L.No.48) P.S. Sonarpur, District-South 24-Parganas.

**AND WHEREAS** the said Smt. Sisir Kana Dutta failed and neglected to execute and registered any deed of conveyance in favour of the said Satya Narayan Sharma on the basis of the said Agreement for sale and being aggrieved and dissatisfied the Sri Satya Narayan Sharma instituted a suit for specific Performance of Contract before the learned 1st Court of Assistant District Judge, Alipore, being title Suit Nos. 151 & 152 of 1982 against Smt. Sisir Kana Dutta.

**AND WHEREAS** after a various proceedings the said suit was decreed on 23rd day of april 1986, in favour of the Plaintiff, i.e. Sri Satya Narayan Sharma by the First Assistant District Judge at Alipore.

**AND WHEREAS** in terms of the said decree dated 23rd April 1986, the said Sri Satya Narayan Sharma had deposited the balance sum out of the consideration money before the learned court on 8th July 1986,.

**AND WHEREAS** the said Smt. Sisir Kana Dutta did not execute the deed of conveyance amicably the said Satya Narayan Sharma applied for execution and registration of document through the learned Court.

**AND WHEREAS** a registered document was executed and registered by the Ld. Court on behalf of Smt. Sisir Kana Dutta in favour of the said Satya Narayan Sharma

**AND WHEREAS** the said deed of sale was presented for registration on 25-th day of May 1989 regarding the land measuring 21 decimals in R.S.Dag No.1546, R.S.Khatian No.175 of Kumrahali Mouza, J.L.No.48 and the said deed was registered in the office of the District Registrar at Alipore on the said date.

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*Agreement, 10/1/1981*

*See to charges*

-( 5 ) :-



**AND WHEREAS**, the said deed of sale was presented for registration on 24-th day of July 1992 regarding the land measuring 43 decimals in R.S.Dag No.842, R.S.Khatian No.45 of Ramchdrapur Mouza, J.L.No.58 and the said deed was registered in the office of the District Registrar at Alipore on the said date.

**AND WHEREAS** the said Satya Narayan Sharma applied for taking possession of the said property and he was also delivered possession by learned Court.

**AND WHEREAS** after the such purchase , the said satya Narayan Sharma became the absolute owner of the land measuring 64 decimals ( the split up of the land and Mouza being : 43 decimals of R.S.Dag No.842, R.S.Khatian No.45, Ramchandrapur Mouza, J.L.No.58, + 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48) P.S.Sonarpur, District-South 24-Parganas.

**AND WHEREAS** the said Sri Satya Narayan Sharma sold, transferred and conveyed the land measuring 5 Cottahs 7 Chattaks ( the split up of the land and Mouza being :- 1 Cottah 2 Chattaks edquivalent to more or less 2 decimals out of 43 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandra Pur Mouza, J.,L.No.58 + 4 Cottahs 5 Chattaks equivalent to more or less 7 decimals out of 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48) under P.S.Sonarpur, District-South 24-Parganas on 3/7/1993 to M/s,Ashok Concrete and Allied Industries Private Limited, registered R.A.Kolkata office and recorded in Book No.I, volume No.297, Pages-339 to 356 being No.9268 for the year 1993.

**AND WHEREAS** the said Sri Satya Narayan Sharma sold, transferred and conveyed the land measuring 5 Cottahs 6 Chattaks 40 sq.ft. equivalent to more or less 9 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandra Pur Mouza, J.,L.No.58 , under P.S.Sonarpur, District-South 24-Parganas on 6/8/1993 to Ashok Gutgutia , registered at R.A.Calcutta and recorded in Book No.I, volume No.266, Pages-19 to 37 being No.11166 for the year 1993.

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*Apinder Kaur*

*Shri Satya Narayan Sharma*



**AND WHEREAS** the said Sri Satya Narayan Sharma sold, transferred and conveyed the land measuring 5 Cottahs 12 Chattaks 42 sq.ft. equivalent to more or less 9 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandra Pur Mouza, J.L.No.58 under P.S.Sonarpur, District-South 24-Parganas on 3/7/1993 to M/s,Goyal Auto Distributors Limited, registered R.A.Calcutta and recorded in Book No.I, volume No.211, Pages-415 to 434 being No.9269 for the year 1993.

**AND WHEREAS** the said Sri Satya Narayan Sharma sold, transferred and conveyed the land measuring 5 Cottahs 7 Chattaks ( the split up of the land and Mouza being :- 1 Cottah 2 Chattaks edquivalent to more or less 2 decimals out of 43 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandra Pur Mouza, J.L.No.58 + 4 Cottahs 5 Chattaks equivalent to more or less 7 decimals out of 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48) under P.S.Sonarpur, District-South 24-Parganas on 6/8/1993 to Pawan Gutgutia, registered R.A.Calcutta and recorded in Book No.I, volume No.266, Pages-1 to 18 being No.11165 for the year 1993.

**AND WHEREAS** the said Ashok Kumar Gutgutia executed a general power of the attorney in favour of Sri Pawan Kumar Gutgutia on 23/8/2010, registered at D.S.R.-IV, Alipore and recorded in Book No.IV, C.D.Volume No.1, Pages-4014 to 4022, being No.366 for the year 2010.

**AND WHEREAS** the said Pawan Kumar Gutgutia, attorney of Ashok Kumar Gutgutia sold, transferred and conveyed the land measuring 3 Cottahs 1 Chattak 15 Sq.ft. out of 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48, under P.S.Sonarpur, District-South 24-Parganas executed on 30/11/2010 and completion on 1/12/2010 to RACHNA GUTGUTIA ( Owner No. 4 herein) daughter of Pawan Kumar Gutgutia, registered D.S.R.-IV, Alipore and recorded in Book No.I, C.D.Volume No.30, Pages-3246 to 3262 being No.8839 for the year 2010.

**AND WHEREAS** the said Pawan Kumar Gutgutia, attorney of Ashok Kumar Gutgutia sold, transferred and conveyed the land measuring 3 Cottahs 8 Chattaks out of 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48,

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*Alipore Revenue Department*

*Pawan Kumar Gutgutia*

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under P.S.Sonarpur, District-South 24-Parganas executed on 30/11/2010 and completion on 1/12/2010 to RACHNA GUTGUTIA ( Owner No. 4 herein) daughter of Pawan Kumar Gutgutia , registered D.S.R.-IV, Alipore and recorded in Book No.I, C.D.Volume No.30, Pages-3278 to 3294 being No.8840 for the year 2010.

**AND WHEREAS** the said MR. RACHNA GUTGUTIA (Owner No.4 herein) became the absolute owner of the land measuring more or less 6 cottahs 1 chattak 15 sq.ft. out of 21 decimals in R.S.Dag No.1546, R.S.Khatian No.175 of Kumarkhali Mouza, J.L.No.48, under P.S.Sonarpur, District-South 24-Parganas by purchase through two separate sale deed.

**AND WHEREAS** the said Pawan Kumar Gutgutia, gave the land measuring 5 Cottahs 7 chattaks ( the split up of the land and Mouza being :- 1 Cottah 2 Chattaks edivalent to more or less 2 decimals out of 43 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandra Pur Mouza, J.,L.No.58 + 4 Cottahs 5 Chattaks equivalent to more or less 7 decimals out of 21 decimals of R.S.Dag No.1546, R.S.Khatian No.175 of Kumarkhali Mouza, J.L.No.48) under P.S.Sonarpur, District-South 24-Parganas by a registered deed of gift on 7/6/2010 to SMT. NIRMALA GUTGUTIA ( Owner No. 2 herein) wife of Pawan Kumar Gutgutia , registered A.R.A.-I, Kolkata and recorded in Book No.I, C.D.Volume No.14, Pages-1688 to 1700 being No.5558 for the year 2010.

**AND WHEREAS** the said M/S. GOYAL AUTO DISTRIBUTORS PRIVATE LIMITED, its Director, Sri Ashok Kumar Gutgutia sold, transferred and conveyed the land measuring 5Cottahs 12 Chattaks 42 sq.ft. out of 43 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58, under P.S.Sonarpur, District-South 24-Parganas on 3/6/2010 to AMISHA GUTGUTIA ( Owner No.3 herein) daughter of Pawan Kumar Gutgutia , registered A.R.A.-I, Kolkata and recorded in Book No.I, C.D.Volume No.14, Pages-1582 to 1611 being No.5442 for the year 2010.

**AND WHEREAS** the said Ashok Gutgutia gave the land measuring 5Cottahs 6 Chattaks 40 sq.ft. out of 43 decimals of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58, under P.S.Sonarpur, District-South 24-Parganas by a

*Pawan Kumar Gutgutia*

*Shri Ashok*

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registered deed of gift on 12/05/2010 to PAWAN KUMAR GUTGUTIA ( Owner No. 1 herein) son of Late Ramawtar Gutgutia , registered A.R.A-I, Kolkata and recorded in Book No.I, C.D. Volume No.12, Pages-3479 to 3491 being No.4673 for the year 2010.

**AND WHEREAS** thus the said Owners became the absolute owners of the land measuring 23 Cottahs 4 Chattaks 7 Sq.ft. along with 300 Sq.ft. delapidated Structure standing thereon [ the split up of the land and Mouza being :-{ 10 Cottahs 14 Chittaks 15 Sq.ft. of land of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48, under Ward No.27 of Rajpur-Sonarpur Municipality) + 12 Cottahs 5 Chattaks 37 Sq.ft. of land of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58, under Bon Hooghly ( No.Gram Panchayet area ) ) under P.S.Sonarpur, District-South 24-Parganas ( hereinafter called the SAID PREMISES) fully described in the First Schedule hereunder written. by gift and purchase .

**AND WHEREAS** the Owners/First party are desirous of developing the said premises by constructing a multi-storied building according to modern test, design and architecture in accordance with the building plan to be sanctioned by the authority of Kolkata Municipal Corporation.

**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 THIS AGREEMENT WITNESSETH :-** and it is hereby agreed by and between the parties hereto and follows:-

1. **DEFINITION :-** unless there is anything repugnant to the subject or context.
  - a) **OWNERS :-** shall mean **SRI PAWAN KUMAR GUTGUTIA, SMT. NIRMALA DEVI GUTGUTIA, 3) MS. AMISHA GUTGUTIA and 4) MR. RACHNA GUTGUTIA.**

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*Amisha Kumar Gutgutia*

*Mr. Sri Chitra*



b) **DEVELOPER/PROMOTER :-** M/S. RAJWADA GROUPE, a Partnership Firm.

c) **TITLE DEEDS :-** shall mean all the documents referred to herein above recital.

d) **PREMISES :-** shall mean the land measuring more or less 23 Cottahs 4 Chattaks 7 Sq.ft. along with 300 Sq.ft. delapidated Structure standing thereon [ the split up of the land and Mouza being :- ((10 Cottahs 14 Chittaks 15 Sq.ft. of land of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48, under Ward No.27 of Rajpur-Sonarpur Municipality) + 12 Cottahs 5 Chattaks 37 Sq.ft. of land of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58, under Bon Hooghly I No.Gram Panchayet area)) under P.S.Sonarpur, District-South 24-Parganas.

e) **BUILDING :** shall mean the building or buildings to be constructed on the said premises.

f) **COMMON FACILITIES AND AMENITIES :-** shall include corridors, stairways, passage ways, driveways, common lavatories, pump room, tube well, ground water reservoir, overhead water tank, water pump etc.

g) **SALEABLE SPACE :** shall mean be space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.

h) **OWNER'S ALLOCATION :-** shall mean 50%(Fifty Percent) of the total F.A.R of the new constructed building . including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises in each floor which is to be allocated to the owners and also get Rs.40,00,000/-(Rupees Forty Lacs ) only from developer which is adjustable /or refundable of which Rs. 20,00,000/ (Rupees Twenty Lacs )only paid by the Developer to Owners at the time of the signing this agreement and balance amount Rs.20,00,000/-(Rupees Twenty Lacs )only within three months from the date of sanction Building plan

*Agreement signed & sealed*

*Dev. & Convey*

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i) **DEVELOPER'S/PROMOTER'S ALLOCATION**:- shall mean remaining portion of the total constructed area in the building to be constructed on the said premises after allocation to the owners.

j) **THE ARCHITECT** :- shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.

k) **BUILDING PLAN** :- would mean such plan prepared by the Architect for the construction of the building and sanctioned by the Rajpur Sonarpur Municipality/ Bon Hooghly 1 No Gram Panchayat/ Zilla Parishad and /or any other competent authorities as the case may be.

l) **TRANSFER** :- with its grammatical variation shall include possession under a Agreement or part performance of a contract and by any other means according to Transfer Properties Act, 1882.

m) **TRANSFREE** : shall mean and person, firm, limited Company, Association of persons or body of individuals to whom any space in the building has been transferred.

o) **SUPER BUILT UP AREA** :- shall mean the sum of areas of a flat, i.e. the multiplication of length and breadth, which will be measured from wall to wall externally in both length and breadth side and 18% /or 23% of that area.

2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from      day of      Two thousand eleven.

3. **THE OWNER DECLARE AS FOLLOWS** :-

a) **THAT** owners/First party are absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said premises.

b) **THAT** the said premises is free from all encumbrances and the owners have a marketable title in respect of the said premises.

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*Agreement of Transfer*

*Raw D. Gupta*



c) **THAT** there is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulation) Act.1976.

**4. THE OWNERS AND THE DEVELOPER/PROMOTER** declare and covenant as follows :-

a) **THAT** the owners hereby grants, exclusive right to Developer to under take new construction on the said premises in accordance with the plan or plans to be sanctioned by the authority of Rajpur-Sonarpur Municipality. .

b) **THAT** all applications plans and other papers and xerox copy of documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owner at the Developer's cost and expenses.

c) **THAT** in consideration of the said premises, the Developer/Promoter has agreed to pay Rs.40,00,000/- (Rupees Forty Lakhs ) only which is adjustable / refundable of which Rs. 20,00,000/- (rupees Twenty Lakhs )only will be paid to the owner at the time of the execution of the Agreement and balace Rs 20,00,000/-(Rupees Twenty Lakhs ) only will be paid within three months from the date of Sanction plan to the owners particularly described in the Second Schedule hereunder written.

d) **THAT** on the date of execution of this agreement the owners shall deliver the possession of the said premises to the Developer whereof the developer shall same necessary steps at its sole discretion to comply the terms.

e) **THAT** the owners shall grants the developer or developer's agent a Regd.General Power of Attorney as may be required for the purpose of obtaining sanction plan and all necessary permissions and sanction for different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Rajpur-Sonarpur Municipality / Panchayet/ Zilla Parishad and other authorities.

*Rajpur Sonarpur Municipality*

*Owner's Signature*

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f) **THAT** upon completion of the new buildings the Developer shall put the owners in undipute possession of the owners' allocation TOGETHER WITH the rights in common facilities and amenities.

g) **THAT** the owners and the developer shall be exclusively entitled to his respective share of allocation the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right , claim or interest therein whatsoever of the other and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

b) **THAT** the developer shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned plan duly sanctioned by the authority of Rajpur-Sonarpur Municipality and Panchayet/Zilla Parisad and confirming to such specification as are mentioned in the Annexure "A" hereunder writren.

**5. THE OWNERS HEREBY AGREED COVENANT WITH THE DEVELOPER** as follows :-

a) NOT to cause any interference or hindrance in the construction of the said building at the said premises by the Developer.

b) NOT to do any act deed or things whereby the developer may be prevented from selling assigning and/or disposing or any of the Developer's allocation portion in the building at the said premises.

c) TO remain bound to execute all agreement for sale or transfer concernng Developer's allocation of sanction area and other areas shall remain bound to execute a general power of attorney empowering the developer or developer's agent to execute all such agreements for sale or transfer for and on behalf of the owners concerning Developer's allocation of the building at the said premises provided owners' allocation is satisfied.

*Agreement signed At Rajpur*

*Shri. Mr. Chandra*

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6. THE DEVELOPER HEREBY AGREED AND COVENANT WITH THE OWNERS as follows :-

- a) TO complete the construction of the building within \_\_\_\_\_ months from the date of sanctioning of plan from the authority of Rajpur-Sonarpur Municipality/ Panchayat /Zilla Parisad..
- b) NOT to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the owners.
- c) NOT to violate or contravenes any of the provision or rules applicable for construction of the said building.
- d) NOT to do any act, deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing of any of the owners' allocation in the said builiding.
- e) TO keep the owners indemnified against all third party claims and actions arising out of any sorts of act or commission of the developer is relation to the construction of the said building.
- f) TO keep the owners indemnified against all actions suits costs proceedings and claims that may be arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.
- h) TO complete the construction of the building within \_\_\_\_\_ from the date of sanctioning of plan from the Rajpur-Sonarpur Municipality/Panchayat /Zilla Parisad..

*Agreement between Developer and Owners*

*Now to be signed*

7. MUTUAL COVENANT AND INDEMNITIES:-

- i) The owner hereby under take that the developer shall be entitled to the said constructions and shall enjoy its allocated space without interference or disturbance provided

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the developer performs and fulfils all terms and conditions herein containing and/or on its part to be observed and performed.

ii) The name of the BUILDING shall be '.....'

8) **LIQUIDATED DAMAGES AND PENALTY :-**

A) The parties hereto shall not be considered to be liable for any obligation hereunder to ;the extent that the performance of the relative obligations prevented by the existence of the FORCE MAJESURE conditions, i.e. Flood, earthquake, riot, war, strom, tempest, civilcommotion, strike and/or any other act or commission beyond the control of the parties.

B) If due to pay wilful act on the part of the developer the construction and completion of the building is delayed therein that event the developer shall be decided by the parties hereto or shall be determined by the Arbitrators to be appointed by both the parties according to Arbitration and conciliation Act,1996.

9) **JURISDICTION:-** all courts with in the limits of appear court, Alipore , Addl.Court, South 24-parganas and Alipore court shall have the jurisdiction to entertain and determine all actions suit and proceeding arising out of these presents BETWEEN the parties hereto.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

(Description of the land and Premises)

**ALL THAT** piece and parcel of 23 Cottahs 4 Chattaks 7 Sq.ft. along with 300 Sq.ft. delapidated Structure standing thereon [ the split up of the land and Mouza being :-  
{(10 Cottahs 14 Chittaks 15 Sq.ft. of land of R.S.Dag No.1546, R.S.Khatian No.175 of Kumrakhali Mouza, J.L.No.48, under Ward No.27 of Rajpur-Sonarpur Muniaplity) +  
12 Cottahs 5 Chattaks 37 Sq.ft. of land of R.S.Dag No.842, R.S.Khatian No.45 of Ramchandrapur Mouza, J.L.No.58, under Bon Hooghly I No.Gram Panchayet area)}  
under P.S.Sonarpur, District-South 24-Parganas

03 FEB. 2011

*Apurba Kumar Ghosh*

*Now to Charge*

-( 15 ) -



Butted and bounded.

- On the North :-
- On the South :-
- On the East :-
- On the West :-

THE SECOND SCHEDULE REFERRED TO ABOVE

( Owners and Developer allocation and consideration )

The owner will get 50%(Fifty Percent) of the total F.A.R of the new constructed building . including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises in each floor which is to be constructed as per specification morefully and particularly mentioned and described in the annexure A. Payment of Rs.40,00,000/(Rupees Forty Lacs)only to be paid by the Developer to the owners and which is adjustable /or refundable of which Rs. 20,00,000/- (Rupees Twenty Lakhs )only paid by the Developer at the time of the signing this agreement, paid the following manner herein:-

Cheque No.	Date	Drawn Bank	Branch	Amount
------------	------	------------	--------	--------

And balance amount Rs.20,00,000/-(Rupees Twenty Lacs )only paid by the Developer to the owners within three months from the date of sanction Building plan.

08 FEB 2011

*Apurva Khandelwal*

*Dev S. Singh*





ANNEXTURE-A (Specification)

1. The structure of the building will be reinforced concrete frame structure.
2. External brick wall will be 8" x 10" thick;
3. Internal partition wall will be 5" x 3";
4. All floors will be marble (2' x 2' marble) and internal wall surface will be plaster of paris;
5. Kitchen which would be finished with black stone on the top would be finished with Kajaria or bell type wall tiles upto 3' height;
6. Toilet wall will be glazed tiles upto 5'6" height ( from the floor one Indian Type pan one shower and two tap points to be provided in toilet;
7. There will be one white basin in dining;
8. All electrical wiring will be conceal type, each bedroom and dining room will have three light points, one fan point and one plug point, in kitchen one power point, one exhaust fan point and one light point.  
  
Toilet and verandah will have one light point each, one ceiling 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.

*By order of the Registrar*

*Dr. S. S. Chatterjee*

03 FEB 2011



- 14. All windows will be of Steel glass fitted with 10mm x 4mm 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 grill entry door at ground floor stair entrance
- 19. Out side cement based paint 2 coats;
- 20. Mainline/Mainmeter per flat Rs.

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

In Presence **OF WITNESSES** :-

- 1. Navin Kumar G...  
Kamal G...  
Anisha Gu...  
Rajesh Gu...

2. Chandan Jana  
S.C. Road  
B...  
B...

**SIGNATURE OF THE OWNERS / FIRST PARTY**  
RAJWADA GROUP  
Partner

RAJWADA GROUP Partner  
Partner  
RAJWADA GROUP

**SIGNATURE OF THE DEVELOPER/PROMOTER**  
Partner

Prepared by  
A. Saha  
Advocate, 11005, P.O. 2267  
S.S. Court Calcutta

Prepared and Drafted by me :-

**TARUN KANTI CHAKRABARTI**  
Advocate Baraipur Civil Court

Printed by me :-  
  
**(CHANDAN KR. JANA)**  
Sonarpur A.D.S.R. office.

On behalf of... by...  
SIGNED...  
03/02/11  
CALCUTTA

03 FEB 2011