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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Whereas that the document is subject to registration, the signature sheets and the endorsement sheets attached with the document are part of this document

[Signature]
 Registrar, West Bengal
 Kolkata

17 JAN 2014

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 17th day of January,

Two Thousand Fourteen

BETWEEN

नं १०१ तार १५-०१-१४ मूल्य १००६/-
कर्मिण्डर श्री अजित सेनगुप्ता
पता Postbag: Sonarpur, Kol-१०३

महाराष्ट्र राज्य सरकार
अर्थ, वित्त व लेखा विभाग
आयकर विभाग, मुंबई-४०० ००४

L c 64/14

अभिमान अगणत
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12/1/14

अभिमान अगणत
As Lawfully Call & Con... of
Rajwats in
1) Parson
2) ...
3) Registrar Aganrat



L.T.S
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17 JAN 2014
-Sikha Sen

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17 JAN 2014
-Ajit Sen Gupta

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-: (2) :-

(1) **SMT. SIKHA SENGUPTA**, (having PAN- FHWPS4385E), wife of Late Kalyan Kumar Sengupta, by occupation- Housewife, (2) **SRI ARIJIT SENGUPTA**, (having PAN- CXBPS2248N), son of Late Kalyan Kumar Sengupta, by occupation- Service, both are permanently residing at Pratapgarh, P.O. Narendrapur, P.S. Sonarpur, Kolkata- 700 103, presently residing at Flat No. B-3/D, Rajwada Estate, 66, N.S.C. Bose Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084, (3) **ANTARA MUKHERJEE**, (having PAN- BJQPM2156M), wife of Mr. Debasish Mukherjee, daughter of Late Kalyan Kumar Sengupta, by occupation- Service, residing at Flat No. 09, Ava Apartment, 130, B.M. Banerjee Road Bylane, Belghoria, Kolkata- 700 056, (4) **SANCHARI RAY CHAUDHURI**, wife of Ranjan Ray Chaudhuri, daughter of Late Kalyan Kumar Sengupta, by occupation- Housewife, residing at Flat No. 302, Sangam Apartment, 159 & 160, Barracah Road, Secretariat Colony, Kilpauk, Chennai, PIN- 600010, Tamil Nadu, all are by faith- Hindu, by Nationality- Indian, hereinafter jointly called or referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and/or assigns) of The **FIRST PART** ;

A N D

M/S. RAJWADA GROUP, (PAN- AALFR5460J), 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 RAJENDRA KUMAR AGARWAL**, 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 Sri Rajendra Kumar Agarwal, all are by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 'Narendra Baban', Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the **Partner Nos. 2, 3 & 4** i.e. **SRI PARVEEN AGARWAL**, **SRI BIKASH AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No. 1 SRI RAJENDRA KUMAR AGARWAL**, by virtue of a General Power of Attorney which was registered on 23/05/2012 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. IV, CD. Volume No. 3, Pages from 945 to 955,



17 JAN 2014
Antara Mukherjee



17 JAN 2014
Sanchari Ray Chaudhuri.



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17 JAN 2014

Same nath Bhaj

Same nath Chakrabarty
S/o. Late Dulal Chakrabarty
Alipura S.R. office
Kot-27
Seed writer.

Being No. 01280 for the year 2012, hereinafter called and referred to as the "**BUILDER/ DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART**.

WHEREAS Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur were seized and possessed of or other wise well and sufficiently entitled to all that piece and parcel of Danga at present Bastu land measuring 43 decimals in R.S. Dag No. 413, R.S. Khatian No. 1532, coming from Khatian No. 623 of Kumrakhali- Mouza, J.L. No. 48, P.S.- Sonarpur, District- South 24 Parganas as per 23 column of Revisional Settlement records of right and paying Govt. rent thereof and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

AND WHEREAS by a registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Baraipur office and recorded in Book No. 1, Volume No. 13, Pages - 232 to 240, being No. 1258 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 10 Katha out of 43 decimals, being plot No. B as mentioned therein, in R.S. Dag No. 413 of Kumrakhali - Mouza, J.L. No. 48 unto Smt. Rama Dewanjee, since deceased, wife of Rabindralal Dewanjee, since deceased, for a valuable consideration mentioned therein, absolutely and forever and the said Smt. Rama Dewanjee, since deceased, constructed a tin shed dwelling house for residential purpose thereon and mutated her name in the records of Rajpur-Sonarpur Municipality and paid taxes charges whatsoever and the said premises free from all encumbrances.

AND WHEREAS by another registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Baraipur office and recorded in Book No.1, Volume No. 17, Pages— 287 to 290, being No. 1257 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife



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of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 10 Katha out of 43 decimals, being plot No. C, as mentioned therein, in R.S. Dag No. 413 of Kwnrakhali-Mouza, J.L. No. 48 unto Smt. Labanya Prova Sen, since deceased, wife of Nani Gopal Sen, since deceased, for a valuable consideration mentioned therein, absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Barupur office and recorded in Book No.1, Volume No. 13, Pages - 241 to 244, being No. 1259 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 10 Katha out of 43 decimals, being plot No. A, as mentioned therein, in R.S. Dag No. 413 of Kumrakhali -- Mouza, J.L. No. 48 unto Sri Shambhu Nath Chowdhury, for a valuable consideration mentioned therein, absolutely and forever.

AND WHEREAS said Smt. Rama Dewanjee, since deceased, wife of Rabindralal Dewanjee, pre deceased, (who also died intestate on 21/09/1992) died intestate on 6/8/2009 leaving behind her three sons, namely SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMENATH DEWANJEE and four daughters namely SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT. DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE as her legal heirs and successors who thus became joint owners of undivided one seventh share each of the said premises as per Hindu Succession Act, 1956 and thus became joint owners of undivided share and lawfully seized and possessed of or otherwise well and sufficiently entitled to the said homestead actual physical khas possession land measuring 9 Katha 4 Chatak 30 sq. ft. be more or less, along with a dwelling house standing thereon being plot No. B situated and lying at Mouza-Kumrakhali, J.L. No. 48, comprising In R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian Nos. 2840, 2839, 2837, 2841, 2842, 2843 & 2838, Ward No. 27, under Rajpur-Sonarpur Municipality, P.S.- Sonarpur, District - South 24 Parganas which they have inherited from their mother said Rama Dewanjee, since deceased.



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common areas and facilities in accordance THIRD SCHEDULE (I) hereunder written.

Besides that Owners herein, jointly get a interest free refundable sum of Rs. 8,00,000/- (Rupees Eight Lakh) only and the same has already been paid.

DEVELOPERS' PORTION

II

The entire remaining portion of the New building to be constructed by the Developer on the said land together with undivided proportionate share or interest in the land and the common area and facilities mentioned in the second schedule hereinabove written.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Specification of the building and the flat as stated above:

1. Vitrified tiles of reputed brand preferably Somany/Kajaria in Bedrooms, Drawing cum Dining room and Balcony.
2. Main door of steel and steel frame or wooden of authorized type in Toilets and kitchen.
3. Wooden or steel and steel frame main door.
4. All other rooms will be fitted with flash door and toilets with quality PVC Doors.
5. Wall putty in inside walls.
6. Glazed tiles up to 6ft height in toilet & W.C. wall & 2ft height in kitchen on granite kitchen platform.
7. Concealed Electrical wiring with 'FINOLEX' brand copper wires and running earth and ground earth system by copper wire. Switches and MCB of 'HAVELLS' brand.

Light & Fan Points: Two light points and one fan point in each bedroom.




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Plug Points: 2(two) 15A Plug points in drawing & dining room and 1 (one) each 15A Plug Point in toilet and kitchen and 2(two) 5A plug points in kitchen.

A.C. Power intel in one Bedroom and T.V., Telephone intel in living area.

8. Concealed water supply line with U.P.V.C. pipes.
9. Sanitary fittings of reputed make. CP bath fittings of reputed make.
10. Geyser outlet and connection in one bathroom.
11. Stainless steel sink in kitchen.
12. Granite kitchen platform in kitchen.
13. Water proofing cement or weather coat paint (snowcem) in outside wall.
14. Verandah railing up to window seal height.
15. Captive Power (Generator) back up for lift, common areas and for one light and one fan point in each flat.
16. Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125mm. for interior or internal wall.
17. CCTV in common areas and intercom facility.
18. One loft in each flat.
19. One Arch type walling each in kitchen and Drawing Dining.
20. Roof treatment by updated technology.
21. It is noted that if any extra work is done as per the desire of the Purchaser for such extra work the Purchaser shall pay the necessary to the vendor/Attorney in advance.




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2000

IN WITNESS WHEREOF the parties hereto have put their signatures on this day,

month and year first above written.

WITNESSES :-

1. *Somenath Chakrabarty*
Alipore D.P. Office
Kolkata-27

Sikha Sen Gupta
Anjita Sen Gupta
Antara Mukherjee
Sanchasi Ray Chaudhuri

2. *Pradip Baidya*
26 Mahanagar
Road, Mahanagar,
Kolkata - 700084

SIGNATURE OF THE OWNERS

3. *Jagan K. Dasgupta*
'SHIBASISH', Pratappur,
Narendrapur, Kol. - 700103

Pradip Baidya
Advocate & Constituted Attorney of
Pratappur, Kolkata
1) Ananta Agarwal
2) G. S. Agarwal
3) Rajkumar Agarwal

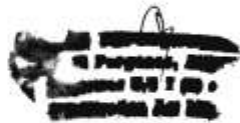
SIGNATURE OF THE DEVELOPER

Drafted by :-

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










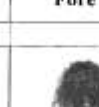








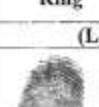

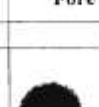
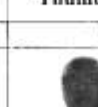






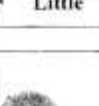
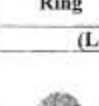
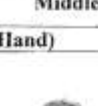
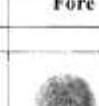
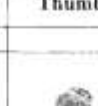






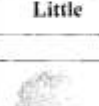
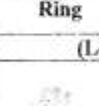
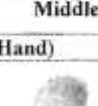
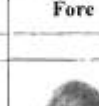
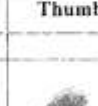
Printed by :-

Pradip Baidya
(PRADIP BAIDYA)
Sonarpur.



17 JAN 2014

SPECIMEN FORM FOR TEN FINGER PRINTS












 <i>Sikha San Gupti</i>	<i>Sikha San Gupti</i>					
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		(Right Hand)				
 <i>Anjith San Gupta</i>	<i>Anjith San Gupta</i>					
		(Left Hand)				
						
		(Right Hand)				
 <i>Antara Mukherjee</i>	<i>Antara Mukherjee</i>					
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		(Right Hand)				
 <i>Sanchari Roy Choudhury</i>	<i>Sanchari Roy Choudhury</i>					
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		(Right Hand)				




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SPECIMEN FORM FOR TEN FINGER PRINTS

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(Right Hand)						
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AND WHEREAS said Smt. Labanya Prova Sen, since deceased wife of Nani Gopal Sengupta, since deceased, thus owner of Plot No. C and Sri Sambhu Nath Chowdhury, thus owner of Plot No. A, executed a Deed of Exchange on 23/12/1983 regarding their plots of land where, said Smt. Rama Dewanjee, being the confirming party of the said Deed of Exchange which was duly registered at D.R. Alipore office and recorded in Book No. 1, Volume No. 442, Pages - 207 to 216, being No. 16979 for the year 1983.

AND WHEREAS said Smt. Labanya Prova Sen, since deceased thus became the absolute owner of the actual physical possession of land measuring, more or less 8 Katha 2 Chatak being Plot No. A, in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Kumrakhali- Mouza, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.- Sonarpur, District- South 24 Parganas (South) and constructed a tiled dwelling house thereon.

AND WHEREAS said Sri Sambhu Nath Chowdhury also thus became the absolute owner of the actual physical possession of land measuring more or less 7 Cottahs 6 Chittaks being Plot No. C, in R.S. Dag No. 413 of Kumrakhali- Mouza, J.L. No. 48, under P.S.- Sonarpur, District- South 24 Parganas.

AND WHEREAS by another registered Deed of Conveyance, executed on 24/08/1984 and registered on 24/02/1985, at D.R. Alipore office and recorded in Book No. 1, Volume No. 15, Pages- 322 to 333, being No. 929 for the year 1985 the said Smt. Labanya Prova Sen, since deceased, wife of Nani Gopal Sengupta, since deceased, sold, transferred, conveyed and assigned a piece and parcel of land measuring, more or less, 5 Katha 2 Chatak together with a building standing thereon out of the said 8 Katha 2 Chatak together with structure standing thereon being Plot No. A, in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from



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-(6):-

Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality. P.S.- Sonarpur, District-- South 24 Parganas, to his only son SRI KALYAN KUMAR SENGUPTA, absolutely and forever.

AND WHEREAS the said Smt. Labanya Prova Sen, since deceased, wife of Nani Gopal Sengupta, pre deceased (who also died intestate on 30/10/1972) died intestate on 09/11/1993 leaving behind her only son, SRI KALYAN KUMAR SENGUPTA, as her sole legal heir and successor as per Hindu Succession Act, 1956 and said SRI KALYAN KUMAR SENGUPTA thus became the absolute owner of the said land measuring, more or less, 8 Katha 2 Chatak with a structure standing thereon being plot No. A, in R. S. Dag No. 413 L.R. Dag no. 432 appertaining R.S. Khatian no.1532 coming from Khatian no. 623 L.R. Khatian no. 104 of Mouza- Kumrakhali, J.L. No. 48, AD.S.R. Sonarpur, Ward no.27 under Rajpur Sonarpur Municipality, P.S.- Sonarpur, District - South 24 Parganas (South).

AND WHEREAS by another registered Deed of Gift, executed and registered on 12/11/2011, at A.R.A-I, Kolkata and recorded in Book No. 1, C.D. Volume No. 21, Pages - 6658 to 6674, being No. 09279 for the year 2011 said SRI KALYAN KUMAR SENGUPTA, by love and affection gifted transferred and conveyed a piece and parcel of land measuring 3 Katha be more or less, along with 200 sq. ft. tin shed structure standing thereon out of the said land 8 Katha 2 Chatak with structure standing thereon being Plot No. A, in R.S. Dag No. 413, L. R. Dag No. 432 appertaining R.S. Khatian No.1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.- Sonarpur, District- South 24 Parganas absolutely unto his son SRI ARIJIT SENGUPTA Owner No. 2, herein, absolutely and forever and said SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA, being thus joint owners of said land measuring 8 Katha 2 Chatak, be more or less, in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.- Sonarpur, District- South 24 Parganas absolutely and forever.



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AND WHEREAS by another registered Deed of Gift, executed and registered on 02/04/2013, in the office at D.S.R.- IV, Alipore, Kolkata and recorded in Book No. I, C.D. Volume No.15, Pages- 774 to 790, being No. 02718 for the year 2013 said SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEW ANJEE, SRI SOMENATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT. DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, by love and affection gifted transferred and conveyed a piece and parcel of land measuring undivided 6 Chatak, be more or less, along with 100 sq. ft. tin shed structure standing thereon out of their said land 9 Katha 4 Chatak 30 sq.ft. with structure standing thereon in R.S. Dag No. 413 , L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from R.S. Khatian No. 623, L.R. Khatian No. 2840, 2839, 2837, 2841, 2842, 2843 and 2838 of Mouza- Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S.- Sonarpur, District - South 24 Parganas absolutely unto SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA, absolutely and forever.

AND WHEREAS by another registered Deed of Gift, executed and registered on 02/04/2013, in the office at D.S.R.- IV, Alipore, Kolkata and recorded in Book No. I, C.D. Volume No. 15, Pages - 682 to 698, being No. 02712 for the year 2013 said SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA, by love and affection jointly gifted transferred and conveyed a piece and parcel of land measuring undivided 6 Chatak, be more or less, along with 100 sq.ft. tin shed structure standing thereon out of their said land 8 Katha 2 Chatak together with structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27 under Rajpur Sonarpur Municipality, P.S.- Sonarpur, District - South 24 Parganas absolutely unto SRI TAPAN KUMAR DEWANJEE, SRI SWAPAN KUMAR DEWANJEE, SRI SOMENATH DEWANJEE, SMT. UTPALA DEWANJEE, SMT. ANURADHA DEWANJEE, SMT. DEVIKA GUHA ROY, SMT. LIPIKA DEWANJEE, absolutely and forever.



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AND WHEREAS said SRI KALYAN KUMAR SENGUPTA and SRI ARIJIT SENGUPTA while enjoying their aforesaid undivided land measuring more or less 8 Katha 2 Chatak together with 100 sq.ft tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhalj, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27, under Rajpur- Sonarpur Municipality, P.S.- Sonarpur, District- South 24 Parganas, they executed and registered a Development Agreement with the Developer herein, on 09/08/2013 before the office of the D.S.R.- IV at Alipore and recorded in Book No. 1, CD. Volume No. 34, Pages from 517 to 536, Being No. 06557 for the year 2013.

AND WHEREAS thereafter said Kalyan Kumar Sengupta died intestate on 02/01/2014 leaving behind his wife Sikha Sengupta, son Arijit Sengupta and two daughters namely Antara Mukherjee & Sanchari Ray Chaudhuri as his legal heirs and successors.

AND WHEREAS after demise of said Kalyan Kumar Sengupta the said registered Development Agreement Deed No. 06557 for the year 2013 has automatically cancelled and became null and void.

AND WHEREAS thus the said SIKHA SENGUPTA, ARIJIT SENUPTA, ANTARA MUKHERJEE & SANCHARI RAY CHAUDHURI, the Owners herein became the absolute joint owners of the said undivided land measuring more or less 8 Katha 2 Chatak together with 100 sq.ft tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhalj, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27, under Rajpur- Sonarpur Municipality, P.S.- Sonarpur, District- South 24 Parganas and jointly enjoying the same free from all encumbrances.

AND WHEREAS the OWNERS have approached the Developer to undertake the planned development of their said land by constructing a new multistoried building



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thereon comprising of several self-contained residential flats, garages etc. on ownership basis according to the sanctioned building plan from their own financial resources and endeavor for ultimate transfer thereof to the intending purchaser or purchasers on terms and conditions agreed herein and contained hereunder and also the owners have agreed to allow, authorize, empower, entrust and permit the Developer herein to do so on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSTH that in pursuance of this agreement, the parties hereto have agreed for development and for constructing the said multistoried building on the said plot of land and it is hereby agreed to and declare by and between the parties hereto as follows :-

ARTICLE NO. 1: DEFINITION

Unless the context or subject otherwise, requires, words or expression contained in its agreement shall have the following meaning.

- i. **OWNERS** : Shall mean the party of the **FIRST PART** herein namely (1) SMT. SIKHA SENGUPTA, (having PAN- FHWPS4385E), wife of Late Kalyan Kumar Sengupta, by occupation- Housewife, (2) SRI ARIJIT SENGUPTA, (having PAN- CXBPS2248N), son of Late Kalyan Kumar Sengupta, by occupation- Service, both are permanently residing at Pratappgarh, P.O. Narendrapur, P.S. Sonarpur, Kolkata- 700 103, presently residing at Flat No. B-3/D, Rajwada Estate, 66, N.S.C. Bose Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084, (3) ANTARA MUKHERJEE, (having PAN- BJQPM2156M), wife of Mr. Debasish Mukherjee, daughter of Late Kalyan Kumar Sengupta, by occupation- Service, residing at Flat No. 09, Ava Apartment, 130, B.M. Banerjee Road Bylane, Belghoria, Kolkata- 700 056, (4) SANCHARI RAY CHAUDHURI, wife of Ranjan Ray Chaudhuri, daughter of Late Kalyan Kumar Sengupta, by occupation- Housewife, residing at Flat No. 302, Sangam Apartment, 159 & 160, Barracah Road, Secretariat Colony, Kilpauk, Chennai, PIN- 600010, Tamil Nadu, (which term or expression shall



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unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns).

- ii. **DEVELOPER:** shall mean **M/S. RAJWADA GROUP**, a partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata- 700 084, Dist: 24 Parganas (South) consisting of its partners namely (1) MR. RAJENDRA KUMAR AGARWAL (2) MR. PARVEEN AGARWAL (3) MR. BIKASH AGARWAL, (4) MR. RAJ KUMAR AGARWAL herein for the time being and its respective successor/ successors' in business and assigns.
- iii. **TITLE DEED :** Shall mean the documents referred to hereinabove in the recital.
- iv. **THE SAID PROPERTY :** Shall mean the **ALL THAT** undivided Bastu land measuring **8 Katha 2 Chatak** in R.S. Dag No. 413 , L. R. Dag no. 432 appertaining R.S. Khatian no.1532 coming from Khatian no. 623 1.R. Khatian No. 104 of Mouza- Kumrakhali, J.1. No. 48, A.D.S.R. Sonarpur, Ward No. 27, under Rajpur- Sonarpur Municipality, P.S.- Sonarpur, District - South 24 Parganas (South) fully mentioned in the first schedule hereunder.
- v. **THE NEW BUILDING :** Shall mean and include the new proposed Ground plus three (G+ 3) storied building consisting of spaces and/or flats, units and other structures to be constructed on the said land dividing in block wise/ phase wise according to the building plan to be sanctioned by The Rajpur Sonarpur Municipality.
- vi. **THE SAID LAND SHALL MEAN :** the total land contained in 'The said property'.
- vii. **COMMON AREA AND AMENITIES :** shall include the common areas and facilities in the building for the use of the Owners/Developer and all occupiers of flats and spaces of the building as described in the **SECOND SCHEDULE**.



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- viii. **SANCTIONED BUILDING PLAN** : shall mean and include the plan for construction of the proposed new building and/or other structures as may be sanctioned by The Rajpur Sonarpur Municipality and/or other appropriate authority or authorities on the maximum permissible floor area ratio available under the building.
- ix. **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.
- x. **FLAT/UNIT** : Shall mean any self contained space/unit/apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.
- xi. **CONSTRUCTION AREA** : shall mean the total constructible area as may be sanctioned by the said Municipality.
- xii. **PURCHASER** : shall mean and include any person, persons, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.
- xiii. **OWNERS' PORTION/CONSIDERATION** : shall mean the Owners jointly get 50% of the sanction area equivalent to covered area 3977 sq. ft. equivalent to 370 Sq. mt. comprising to (A) 1 (one) flat at third floor covered area measuring 748 sq. ft equivalent to 69.528 sq. mt. be more or less, be marked as 'F' and (B) another 2 (two) flats each at First and second floor covered area measuring 697 sq. ft. equivalent to 64.847 sq. mt, be more or less, be marked as 'H' and (C) another 3 (three) flats each at First, Second and Third floor covered area 635 sq. ft. equivalent to 59.110 sq. mt, be more or less, be marked as 'G'



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totaling 6 flats together with proportionate 50% share of owners on space allotment and/or allocated space of car parking space/garages in the ground floor of the proposed building to be constructed by the Developer together with proportionate share and/or interest in the land and the common areas and facilities in accordance **THIRD SCHEDULE (I)** hereunder written. Besides that Owners herein, jointly get a interest free refundable sum of Rs. 8,00,000/- (Rupees Eight Lakh) only and the same has already been paid.

- xiv. **DEVELOPERS' PORTION** : shall mean the entire remaining portion of sanction area of the proposed building to be constructed by the Developer together with proportionate share and or interest in the land and the common areas and facilities in accordance with the provisions mentioned in the **THIRD SCHEDULE (II)** hereunder written.
- xv. **ARCHITECT** : shall mean any experienced and qualified person or persons, firm or firms or a limited company having proper, requisite and valid license as Building Architect of the Statutory Authority to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said property.
- xvi. **ENCUMBRANCES** : shall mean charges, liens, lispense, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and public Authorities.
- xvii. **SINGULAR NUMBER** : shall include the plural and vice-versa.
- xviii. **MASCULINE** : shall mean and include feminine and vice versa.
- xix. **AGREEMENT** : Shall take effect from the date of execution of this agreement.



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ARTICLE II: OWNER'S REPRESENTATION & INDEMNITY ON TITLE

- (a) The Owners hereby declare that they are the sole and absolute owners of the said property mentioned in the First Schedule hereunder written and the same is free from all encumbrances and the Owners have a good marketable title in respect thereof and there is no impediment to the development of the said property and/or entrusting the work of the construction of the building to the Developer in the manner as herein agreed upon. Furthermore owners also declare that the said property are in their absolute possession and occupation. The Owners also declare that they shall be full responsible if any time it appears that the title and/or ownership of the said property are defective.
- (b) That the original title deed, in respect of the said property shall be kept with and/or in the custody of the Owners and undertake to produce the said Deeds, documents to its men, agent, representatives of the Developer as and when necessary.
- (c) That the Owners agree that after the execution of this agreement the owner shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.
- (d) The Owners hereby also undertake and declare that the Developer shall be entitled to construct and complete the new building on the said property as per the plan to be sanctioned by The Rajpur Sonarpur Municipality and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and the Owners hereby undertake to indemnify and keep the Developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of these undertaking or declaration.



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- (e) That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary approval of building plan and its alteration/ modification/ verification of sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the Developer for and in the name of the Owners at the cost of Developer and but before submission of such proposed plan before The Rajpur Sonarpur Municipality shall produce a copy of the same for approval of the owners and if any alteration/modification of making further plans for proposed construction are required the Owners shall give such written permission to the Developer without any interruption.
- (f) The Developer shall make building construct, supervise and carry out all the acts through contractors and subcontractors in such manner as may be thought fit and proper by them for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Rajpur Sonarpur Municipality office referred to this agreement on the said property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this agreement and the Developer shall have every right to enter in to an agreement with any financial organization such as bank, private parties etc, for taking loan and/or any financial help for the interest of the proposed project and in such cases neither the owners' property will be effected nor any financial liability will be imposed on the landowners.
- (g) The Developer shall apply in the name of the Owners and represent them before the Government authorities, Local and Public bodies, if required in connection with the proposed construction work and the said building thereon in terms of



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this agreement and the Owners, shall not raise any objections for it on the contrary the Owners shall give full co-operations for facilitating the proposed project.

- (h) The owners hereby undertake that existing structure will be demolished by the Developer for upcoming project and developed by the Developer as per sanctioned plan and the materials, whatsoever, of the existing structure should be taken by the Developer for its own use and the Owners have no claim or demand of the said materials, whatsoever, in any course of time.
- (i) The owners hereby also undertake cost of excess space to be paid to the Developer, at ratio based between Owners/Developers, as above mentioned allocated covered area i.e. 3977 sq.ft. equivalent to 370 sq.mt. will be adjusted either with car parking space/garage or by cost payment the then actual local market rate.

ARTICLE- III: DEVELOPERS' REPRESENTATION

- i) The Developer hereby undertakes to construct the new building at their own costs.
- ii) Before submission of proposed sanction plan to The Rajpur Sonarpur Municipality for approval, the Developer shall produce said proposed plan for consent of the owners and to get maximum sanction area from the Rajpur- Sonarpur Municipality, the Developer will take all necessary steps and such sanction or modification or alteration shall be done at Developers' cost.
- iii) To complete the construction of the building within 24 (Twenty Four) months from the date of sanctioned building plan of the premises. It is noted that due to unforeseen circumstances or act of God such as earth quake, flood, riot, cyclone,



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or tempest if the such construction work is hampered the such delay shall not be counted and the Developer shall have liberty to extend the times reasonably.

- iv) Not to violate or contravene any of the provisions or rules applicable for consideration of the said building.
- v) Developer is prevented from enjoying, selling, assigning and/or disposing of any of the Owners' portion in the said building.
- vi) All deeds and documents shall be drafted and prepared cautiously and diligently.
- vii) Completion time for the project shall be 24 (Twenty Four) months from the date of sanction of the building plan by The Rajpur Sonarpur Municipality and the plan must be submitted before the statutory authority within 3 months from the date of execution of this agreement.
- viii) The Developer hereby undertakes that on any event they shall not amalgamate the said land with any adjacent land without the due consent of the Owners.
- ix) The Developer hereby also undertake that since hand over the existing land and premises by the Owners till the delivery of vacant khas possession of the upcoming flat and garages allotted to the Owners by these presents, the Developer takes necessary arrangements for temporary stay in residential flat or flats at a suitable location and Developer will bear such rents, fees, charges whatsoever, and the Owners not to bear any such rents, fees, charges whatsoever, in any course of such period.
- x) The Developers hereby also undertake that cost of shortfall space to be paid to the Owner, at ratio based between Owners/Developers, as above mentioned



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allocated remaining portion of sanctioned area will be adjusted either with car parking space/ garage or by cost payment, as per the then actual local market rate.

- xi) The Developer hereby undertakes that complete certificate to be procured from the competent authority at earliest for mutation.

ARTICLE IV : EXPLOITATION RIGHT

- i) The developer shall get the Building plan prepared by a duly licensed building Architect as stated hereinabove for the construction of the building and submit the same to The Rajpur-Sonarpur Municipality for necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the construction of the new building in the said property and also get the same duly sanctioned and/or approved. The Developer shall be entitled to take all such change or modification in the plan or plans from time to time as may be required by The Rajpur Sonarpur Municipality or the Government authority and to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payments required for the preparation and sanction of the plan and all other incidental expenses for the above noted purposes stated hereinabove shall be paid and borne by the Developer. The Developer shall be entitled to all refunds of payments and/or deposits made by the Developer to any authority firm or persons.
- ii) The Owners shall make the said property available to the Developer immediately on execution of these presents for the preliminary and preparatory work for its development and construction of the building.



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ARTICLE : V BUILDING

- i) The Developer shall at their own costs construct the building in or upon the said property lawfully without any hindrance or disturbance by or on behalf of the Owners or any person claiming under them.
- ii) The Developer shall be entitled at their own costs to apply for and obtain temporary and/or permanent connection of water, electricity, telephone and/or gas to the building and other public utilities and facilities to the said property during the period of construction. The Owners shall sign, execute and deliver all papers and applications signifying their consent and approval to enable the Developer to obtain such public utility services and facilities.
- iii) The Developer hereby undertakes to prepare the new building plan and keep it ready for submission before the authorities concerned for the sanction thereof and start construction within three months from the receipt of the sanctioned plan from the authority and to complete the construction of the building diligently and expeditiously and to offer the Owners' allocated portion to the owners within 24 (Twenty Four) months from the sanctioned plan unless prevented by circumstances beyond its control. In such event the time shall be reasonably extended mutually and in such cases compensatory amount, if any, liable to pay by the Developer upon mutual settlement by both the parties.
- iv) Simultaneously with the execution of this agreement, the Owners shall execute a registered Power of Attorney in favour of the Developer authorizing them or its agent to sell the Developer's portion in the said newly constructed building to the intending purchaser/s according to their choice and to do all lawful acts authorized by the said Power of Attorney.



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- v) That the Developer shall be at liberty to enter into agreement with the prospective buyers of the flats, garages etc. excepting the Owners' portion at the proposed building with proportionate undivided share or interest in the land over which the proposed building will be constructed by the Developer and to receive all the sale proceeds thereof and the Owners shall not have any claim whatsoever on the same or any part thereof.
- vi) Only after the Owners' allocated portion in the new proposed building handed over to the owners till their satisfaction and the actual physical khas and vacant possession of flats to be given proportionately to the Owners and the intending purchasers and the Developer shall execute and register the requisite deed of conveyance or conveyances in favour each of the intending purchaser/s as per agreement for sale which are to be entered in between the Developer and the intending purchaser/s and the Owners shall be debarred from demand or claiming for any consideration money or value in respect of the land or anything attached thereto from the Developer and/or from the intending purchaser/s.
- vii) The Developer shall be entitled to put its sign boards on the said land stating the name of Developer, their address and other particulars as may be required from the date of execution of this agreement. The Developer have the right to advertise in newspapers, magazines, television or any manner whatsoever in the name of the firm or self for publicity and sale of flats, shops or other spaces which shall within the Developer's portion in the said premises.

ARTICLE- VI: CONSIDERATION & SPACE ALLOCATION

- i) Upon completion of the construction of the new building the Owners shall be allotted the Owners' portion with the proportionate share or interest in the land, common areas and other facilities. Also upon completion of construction of the new building



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the Developer's portion shall belong to the Developer exclusively and the Developer shall be entitled to deal with and dispose of the residential flats and other spaces of his portion together with the proportionate share or interest in the land, common areas and other facilities.

- ii) The Owners shall be entitled to transfer or dispose of the Owners' portion of the building or right to use with the other owners of the building the common areas and facilities situated thereon with the exclusive right to deal with enter into agreement for sale and transfer of the same without any rights, claim, demand, interest and whatsoever or howsoever of the Developer and any person/s lawfully claiming on its behalf shall not in any way interfere with and disturb the quiet and peaceful possession of their respective portions.
- iii) The Developer shall also be similarly exclusively entitled to the Developer's portion in the building same as Owners and in the common area and facilities situated thereon with the exclusive right, claim, demand, interest whatsoever or howsoever of the Owners or any other person/s lawfully claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's portion. Provided always that after the commencement of construction of the building the Developer shall be entitled at all times to enter into agreement/s or contract/s for transfer and/or dispose of the area of the Developer's portion on its responsibility and to receive earnest money and payments for the sale of the area of the Developer's portion for which the Owners shall in no way be responsible. Similarly after the commencement of construction of the building the Owners shall be entitled at all times to enter into agreement/s or contract/s for transfer and/or dispose of the area of its portion on its responsibility.



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- iv) It is agreed between the parties in any such cases variation *and/or* deviation of sanction plan issued by the statutory authority then the owner's portion/consideration according to their proportionate land share as well as Developer's portion/consideration may be varied *and/or* deviated as per sanctioned plan whatever issued by the statutory authority in which both the parties herein will amicably settle the allocation accordingly, if necessary.

ARTICLE- VII COMMON FACILITIES

- i) That henceforth the Developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises till the Owners are provided with the Owners' portion of the building.
- ii) From the date of handing over the Owners' portion to the owners on its due completion, the Owners shall be exclusively responsible for payment of all Municipal dues, rates and all statutory outgoings and imposition whatsoever (hereinafter referred to as the 'said rates') payable in respect of Owners' portion. Similarly the Developer *and/or* its nominee/s shall be responsible for payment of the said rates payable in respect of the Developer's portion. In case the said rates are levied on the building as a whole, then and on such event it shall be apportioned pro-rata.

ARTICLE- VIII: MISCELLANEOUS

The Owners and the Developer have executed this agreement purely on principal to Principal basis and each party shall keep the other party indemnified from and against the same.

ARTICLE- IX : ARBITRATION

Save and except what has been specially stated hereunder, all disputes between the parties arising out of the meaning, construction of this agreement of



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-(22):-

their respective right and liabilities as per this agreement shall be adjudicated by the Arbitrator to be appointed jointly by the parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the umpire shall be final and conclusive on the subject as between the parties. Notwithstanding the foregoing provisions, the right to sue for Specific Performance of contract by one part against the other as per the terms and conditions of this agreement shall remain unaffected.

ARTICLE- X : JURISDICTION

All courts, within the limits of Alipore, District 24 Parganas (South) and the High Court at Calcutta and also territorial Jurisdiction depends upon as per fact and Circumstances of the cases and time to time envisaged under the provision of law.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT undivided Bastu land measuring more or less 8 Katha 2 Chatak together with 100 sq.ft tin shed structure standing thereon in R.S. Dag No. 413, L.R. Dag No. 432 appertaining R.S. Khatian No. 1532 coming from Khatian No. 623, L.R. Khatian No. 104 of Mouza- Kumrakhali, J.L. No. 48, A.D.S.R. Sonarpur, Ward No. 27, under Rajpur- Sonarpur Municipality, P.S.- Sonarpur, District- South 24 Parganas, butted and bounded as follows:-

ON THE NORTH	:	Part of R.S. Dag No. 412 & 8 ft' wide passage
ON THE EAST	:	Land of Dewanjees'
ON THE SOUTH	:	Part of R.S. Dag No. 413 & 12 ft' wide passage.
ON THE WEST	:	Part of R.S. Dag No. 404 & 8 ft' wide passage.



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THE SECOND SCHEDULE ABOVE REFERRED TO

- a) Land mentioned in the First Schedule.
- b) The beams, supports, main walls, corridors, lobbies, stairs, landings, stairways, electric meter room, entrance to exit from building or buildings and other areas and spaces of the building intended for common use.
- c) Installation of common services such as water, sewerage, Lift etc.
- d) All apparatus and installations in the said building for common use.
- e) The over head water tank or reservoirs.
- f) Top roof of the building.

THE THIRD SCHEDULE ABOVE REFERRED TO

OWNERS' PORTION and CONSIDERATION

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The Owners shall get

ALL THAT jointly get 50% of the sanction area equivalent to covered area 3977 sq. ft. equivalent to 370 Sq. mt. comprising to 1 (one) flat at third floor covered area measuring 748 sq.ft equivalent to 69.528 sq. mt. be more or less, be marked as 'F' and another 2 (two) flats each at First and second floor covered area measuring 697 sq.ft. equivalent to 64.847 sq.mt, be more or less, be marked as 'H' and another 3 (three) flats each at First, Second and Third floor covered area 635 sq. ft. equivalent to 59.110 sq.mt, be more or less, be marked as 'G' totaling 6 flats together with proportionate 50% share on space allotment and/or allocated space of car parking space/garages in the ground floor of the proposed building to be constructed by the Developer together with proportionate share and/or interest in the land and the



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In Pursuit of
Excellence U.S. & AB of
Prevention and Care

17 JAN 2014



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

Endorsement For Deed Number : I - 00352 of 2014
(Serial No. 00364 of 2014 and Query No. 1604L000000796 of 2014)

On 17/01/2014

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

Presented for registration at 21.35 hrs on :17/01/2014, at the Private residence by Rajendra Kumar Agarwal ,Claimant.

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

Execution is admitted on 17/01/2014 by

1. Sikha Sengupta, wife of Late Kalyan Kr Sengupta , Pratapgarh, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession : House wife
2. Arijit Sengupta, son of Late Kalyan Kr Sengupta , Pratapgarh, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession : Service
3. Antara Mukherjee, wife of Debasish Mukherjee , Ava Apt 130 B M Banerjee Rd Bylane Belghoria, Flat No:09, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700056, By Caste Hindu, By Profession : Service
4. Sanchari Ray Chaudhuri, wife of Ranjan Ray Chaudhuri , Sangam Apt 159 & 160 Barracah Rd Secretariat Colony, District:-Chennai, TAMIL NADU, India, , By Caste Hindu, By Profession : House wife
5. Rajendra Kumar Agarwal
Developer, M/s Rajwada Group, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business

Identified By Some Nath Chakraborty, son of Late Dulal Chakraborty, Alipore D R Office, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Deed Writer.

Executed by Attorney

Execution by

1. Rajendra Kumar Agarwal, Representative of
Developer, M/s Rajwada Group, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
,as the constituted attorney of 1. Parveen Agarwal 2. Bikash Agarwal 3. Raj Kumar Agarwal is admitted by him.

Identified By Some Nath Chakraborty, son of Late Dulal Chakraborty, Alipore D R Office, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Deed Writer.



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV
EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 00352 of 2014
(Serial No. 00364 of 2014 and Query No. 1604L000000796 of 2014)

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 20/01/2014

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

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

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 20/01/2014

(Under Article : ,E = 14/- ,H = 28/- ,M(b) = 4/- on 20/01/2014)

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.-36,86,246/-

Certified that the required stamp duty of this document is Rs.- 7010 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 6050/- is paid , by the draft number 142667, Draft Date 17/01/2014, Bank : State Bank of India, NARENDRAPUR, received on 20/01/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV




(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I.
CD Volume number 2
Page from 2389 to 2426
being No 00352 for the year 2014.




(Tridip Misra) 24 January-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal