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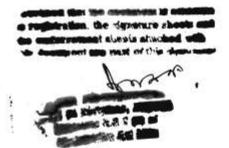
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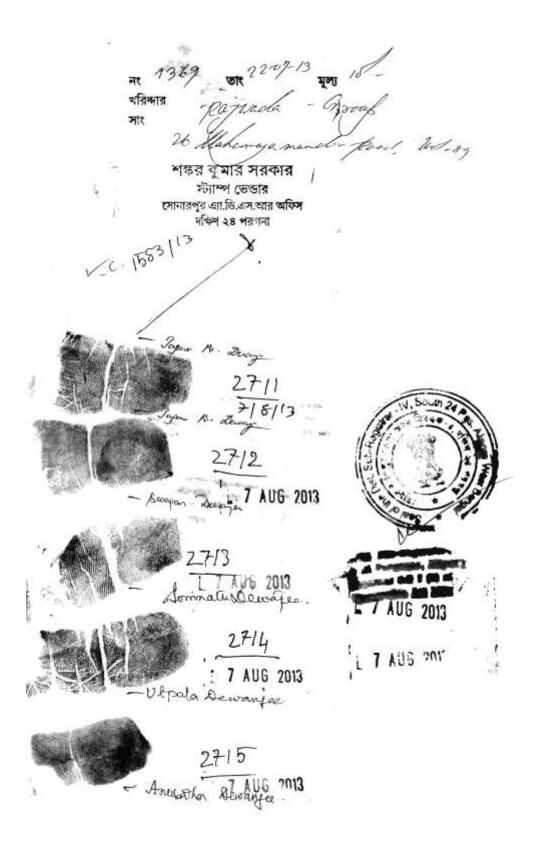
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DEVLOPMENT AGREEMENT



Teacher, PAN: BOYPRIALIM. 6) DEVIKA GUHA ROY, by occupation—Housewife, PAN: BOYPRIALIM. 7) SMT. LIPIKA DEWANJEE, by occupation—Housemaker, PAN: all sons and daughters of Rabindralala Dewanjee, since deceased, respectively, all by faith — Hindu, all by Nationality — Indian, all presently residing at Pratapgarh, P.O. Narendrapur, Dist- 24 Parganas (South), P.S. Sonarpur, Kolkata-700103, formerly Kumrakhali, P.O. Narendrapur, P.S. Sonarpur, District — South 24 Parganas, hereinafter jointly called and referred to as the "OWNERS" (which term or 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 FIRST PART

AND

M/S RAJWADA GROUP, a partnership firm, PAN: AALFR5460J, having its office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, represented by its partners namely (1) Mr. RAJENDRA KUMAR AGARWAL, son of Bhagirath Agarwal, since deceased, PAN: ACZPA7518C, (2) Mr. PARVEEN AGARWAL, son of Rajendra Kumar Agarwal, PAN: AGPPA1802M, (3) Mr. BIKASH AGARWAL, son of Rajendra Kumar Agarwal, PAN: AHAPA8484B, (4) Mr. RAJ KUMAR AGARWAL, son of Rajendra Kumar Agarwal, PAN: AHAPA8485B, all by faith Hindu, all by occupation Business, all are residing at " Windsor Garden ", Flat no. C/3A, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, hereinafter jointly called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor/s or successor/s in office, representatives and assigns) represented by its Constituted Attorney MR. RAJANDRA KUMAR AGARWAL, son of Bhagirath Mal Agarwal, since deceased, by faith-Hindu, by nationality-Indian, By occupation- business, presently residing at " WINDSOR GREENS", Flat no. C/3A, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, Dist: 24 Parganas (South), by a registered Power of Attorney, executed and registered on 23/05/2012 at the office of the A.D.S.R. Sonarpur in Book no. IV, CD Volume no. 3, page from 945 to 955, for the year 2012, 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 an 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. Baruipur 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,



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Derika Guha Roy



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Lipina Devanjee.



As Lewfully bell & Constituted Alternary of Rejweds Group Partners

- Parveen Agarwal
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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.

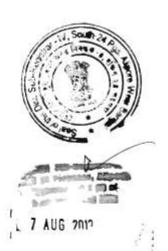
AND WHEREAS by another registered Deed of Conveyance, executed and registered on 20/02/1959, at S.R. Baruipur office and recorded in Book No. 1, Volume No. 17, Pages – 287 to 290, being No. 1257 for the year 1959 the said Abdul Gafaur and Anarjan Bibi, wife of Abdul Gafaur jointly sold, transferred and conveyed the land measuring 10 Katha out of 43 decimals, being plot No. C, as mentioned therein, in R.S. Dag No. 413 of Kumrakhali – 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. Baruipur 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, (Owner Nos. 1 to 3 herein) and four daughter namely Smt. UTPALA DEWANJEE, Smt. ANURADHA DEWANJEE, Smt. DEVIKA GUHA ROY, Smt. LIPIKA DEWANJEE (Owner Nos. 4 to 7 herein) 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 (South) which they have inherited from their mother said Rama Dewanjee, since deceased.

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 tin shed 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 (South).

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 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 (South), 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 30/03/1972) 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, A.D.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 KALYAL 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, Parganas (South), A.D.S.R. Sonarpur, Ward no.27 under Rajpur Sonarpur Municipality, P.S.- Sonarpur, District – South 24 Parganas (South) absolutely unto his son SRI ARIJIT SENGUPTA herein, absolutely and forever and said SRI KALYAL 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, Parganas (South), A.D.S.R. Sonarpur, Ward



no.27 under Rajpur Sonarpur Municipality, P.S,- Sonarpur, District – South 24 Parganas (South) absolutely and forever.

AND WHEREAS by another registered Deed of Gift, executed and registered on 02/04/2013, in the office at DSR-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 DEWANJEE, SRI SOMENATH DEWANJEE, Smt. UTPALA DEWANJEE, Smt. ANURADHA DEWANJEE, Smt. DEVIKA GUHA ROY, Smt. LIPIKA DEWANJEE, Owner nos. 1 to 7 herein, 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 Chhatak 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 (South) absolutely unto SRI KALYAN LUMAR 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 DSR-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 (South) 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, Owner nos. 1 to 7 herein, absolutely and forever.

AND WHEREAS the OWNERS-have approached the Developer to undertake the planned development of their said land by constructing a new multistoried building 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) SRI TAPAN KUMAR DEWANJEE, 2) SRI SWAPAN KUMAR DEWANJEE, 3) SRI SOMENATH DEWANJEE, 4) SMT. UTPALA DEWANJEE, 5) SMT. ANURADHA DEWANJEE, 6) DEVIKA GUHA ROY, 7) SMT. LIPIKA DEWANJEE, all sons and daughters of Rabindralala Dewanjee, since deceased, respectively, all by faith Hindu, all by Nationality Indian, all presently residing at Pratapgarh, P.O. Narendrapur, Dist- 24 Parganas (South), P.S. Sonarpur, Kolkata-700103, formerly Kumrakhali, P.O. Narendrapur, P.S.- Sonarpur, District South 24 Parganas, (which term or expression shall 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-700084, 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 9 Katha 4 Chhatak 30 sq. ft. 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 (South) fully mentioned in the first schedule hereunder
- v. THE NEW BUILDING: Shall mean and include the new proposed multi 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.
- 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. 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.
- CONSTRUCTION AREA: shall mean the total constructible area as may be sanctioned by the said Municipality.
- xi. PURCHASER: shall mean and include any persons, persons, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.
- xii. OWNERS' ALLOCATION/CONSIDERATION: shall mean Owner nos. 1 to 7, namely. (1) SRI TAPAN KUMAR DEWANJEE, 2) SRI SWAPAN KUMAR DEWANJEE, 3) SRI SOMENATH DEWANJEE, 4) SMT. UTPALA DEWANJEE, 5) SMT. ANURADHA DEWANJEE, 6) DEVIKA GUHA ROY, 7) SMT. LIPIKA DEWANJEE, jointly get 48% of the 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 THIRD SCHEDULE (I) hereunder written.

Besides that Owner nos. 1 to 7, namely, (1) SRI TAPAN KUMAR DEWANJEE, 2) SRI SWAPAN KUMAR DEWANJEE, 3) SRI SOMENATH DEWANJEE, 4) SMT. UTPALA DEWANJEE, 5) SMT. ANURADHA DEWANJEE, 6) DEVIKA GUHA ROY, 7) SMT. LIPIKA DEWANJEE, jointly get a interest free refundable sum of Rs. 5,00,000/- (Rupees Five Lakh only) and the same shall be paid in the manner as follows:

- a. Rs. 2,00,000/- (Rupees Two Lakh only) already has been paid before execution of these Development Agreement.
- Rs. 3,00,000/- (Rupees Three Lakh only) shall be paid within a week from plan sanctioned by The Rajpur Sonarpur Municipality.
- xiii. 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.
- xiv. 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.
- xv. ENCUMBRANCES: shall mean charges, liens, lispendense, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and public Authorities.
- xvi. SINGULAR NUMBER: shall include the plural and vice-versa.
- xvii. MASCULINE: shall mean and include feminine and vice versa.



xviii. AGREEMENT: Shall take effect from the date of execution of this agreement.

ARTICLE II: OWNERS' 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 men, agent, representatives of the Developer as and when necessary.
- (e) That the Owners agrees that after the execution of this agreement the owners 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.
- (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 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 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 Owners in such case giving consent, permission and/or signature, if any, without any hesitation but the Developer shall be liable to repay the same and be it mention that in such case owners' property shall not be effected.





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- (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 these 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 also 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.

ARTICLE-III: DEVELOPERS' REPRESENTATION

- L The Developer hereby undertakes to construct the new building at their own costs.
- II. To get maximum sanction area from the Rajpur Sonarpur Municipality, the Developer will take all necessary steps and such sanction of modification or alteration is respect shall be done at Developers' cost.
- III. To complete the construction of the building within 24(Twenty Four) months from the date of sanctioning building plan in the premises. It is noted that due to unforeseen circumstances or act of God such as earth quake, flood, riot, any prevailing rules, cyclone, labour 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 as per its requirement.
- Not to violate or contravene any of the provisions or rules applicable for consideration of the said building.
- v. Not to do any act, deed or thing from the part of the Owners' portion whereby the 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 the adjacent land owners without the due consent of the Owners.
- ix. The Developer hereby also undertake that since handover the existing land and premises by the Owners to till delivery of the 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 should borne the such rents, whatsoever, and the Owners can not borne any such rents, whatsoever, in any course of such period.

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 or any other authority or 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 Owner 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.

ARTICLE: V BUILDING

- () The Developer shall at their own costs construct the building in or upon the said property 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 Owner's 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 by mutual both the parties 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 acts authorized by the said Power of Attorney.
- 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) The Developer shall be entitled to give possession and 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

- ij 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 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 carnest 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.
- 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 amicably settled 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-

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 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 perfect and circumstances of the cases and time to time envisaged under the provision of law.

THE FIRST SCHEDULE ABOVE REFERRED TO (DESCIPTION OF THE ENTIRE PROPERTY)

ALL THAT undivided bastu land measuring 9 Katha 4 Chhatak 30 sq. ft. be more or less, 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 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 (South) and butted and bounded as follows:

On the North: Part of R.S Dag no. 411 & 8ft' wide Passage On the East: Land of Amrita Deep Housing complex.

On the South: Part of R.S Dag no. 414

On the West: Land of Kalyan Kumar Sengupta & Arijit Sengupta 7 12ft' wide common passage.



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 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 REFFERED TO OWNERS' PORTION and CONSIDERATION

-1

(1) SRI TAPAN KUMAR DEWANJEE, 2) SRI SWAPAN KUMAR DEWANJEE, 3) SRI SOMENATH DEWANJEE, 4) SMT. UTPALA DEWANJEE, 5) SMT. ANURADHA DEWANJEE, 6) DEVIKA GUHA ROY, 7) SMT. LIPIKA DEWANJEE, shall get ALL THAT 48% of the 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:

Besides that Owner nos. 1 to 7, namely, (1) SRI TAPAN KUMAR DEWANJEE, 2) SRI SWAPAN KUMAR DEWANJEE, 3) SRI SOMENATH DEWANJEE, 4) SMT. UTPALA DEWANJEE, 5) SMT. ANURADHA DEWANJEE, 6) DEVIKA GUHA ROY, 7) SMT. LIPIKA DEWANJEE, jointly get a interest free refundable sum of Rs. 5,00,000/- (Rupees Five Lakh only) and the same shall be paid in the manner as follows:

- Rs. 2,00,000/- (Rupees Two Lakh only) already has been paid before execution of these Development Agreement.
- B. Rs. 3,00,000/- (Rupees Three Lakh only) shall be paid within a week from plan sanctioned by The Rajpur Sonarpur Municipality.

DEVELOPERS' PORTION

1)

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. Vitrifled tiles in entire flat of reputed make.
- Main door of steel and steel frame or wooden / flush door with wooden door frame.



- 3. All other rooms would be fitted with Flush Door and toilets with P.V.C. doors.
- 4. Aluminium sliding windows with clean glass panes of 4mm.
- Wall putty in inside walls.
- Glazed tiles up to 6ft height in toilet & W.C. wall & 2'ft height in kitchen on granite kitchen platform.
- Concealed Electrical wiring with ISI marked copper wires, two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in one bedroom, TV and telephone power Intel's 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 of weather coat paint (snowcem) in outside wall.
- 14. Verandah railing up to window seal height.
- Generator connection to common area.
- Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125mm. for interior or internal wall.
- 17. 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.

Any things extra if demanded by the Owner or intending Purchaser apart from the technical specification given in Fourth Schedule that shall be made or done at the cost of the Owner/Purchaser. Any extra work requested by the purchase will be taken care of by the developer at an extra cost.





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IN WITNESS WHEREOF the parties have put their respective signature hereto the day, month and year first above written.

1) From the Henry WITNESSES :-(SRI TAPAN KUMAR DEWANJEE, Owner no.1) 1) Psisopit 200. 26, Mahamaya mardir Rose Mahamayatala Kalkata - 700084 2) Suppose Doublinger (SRI SWAPAN KUMAR DEWANJEE, Owner no.2)
3) Sommative supports
(SRI SOMENATH DEWANJEE, Owner no.3) 4) Iltpala Dewariee (Smt. UTPALA DEWANJEE, Owner no.4) 2) LOKESH THA 35 Green park 5) Anusidha Sewanice. south Kumirakhelli (Smt. ANURADHA DEWANJEE, Owner no.5) K1 - 103 (Smt. DEVIKA GUHA ROY, Owner no.6) 7) «iPika Dewanjee (Smt. LIPIKA DEWANJEE, Owner ng.7) Refunction Xumas Asarcias wa Lawfurty Self & Constituted Attorney of Rajwada Group Partners 1) Parveon Agarwal
2) Bikash Agerwal
3) Rejkuma**DRWelsOPER**

Drafted by me

Swxanda Com! -Advocate - High Court Calcutta

WB/1162





MEMO OF CONSIDERATION

RECEIVED of and from the within named DEVELOPER the within mentioned sum of Rs. 2,00,000/- (Rupees Two Lakh) only being the amount payable as per memo given below.

Paid by cheque no 9033\993\1 dated 1/3./2011..., drawn on Axis Bank, Garia Branch,

in the name of S. Desenas herein

Rs. 2,00,000/-Rs. 2,00,000/-

Total

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(RUPEES TWO LAKH ONLY)

WITNESS:

(SRI

1) Legar Kr Leway. (SRI TAPAN KUMAR DEWANJEE, Owner no.1)

2) Stagen Dawager

1) Poisony in den 24 Malamaya Mantis Rojad, Malamaya tala Kathata - 700082. 2) LOKEH JHA

(SRI SWAPAN KUMAR DEWANJEE, Owner no.2)

abs, ween park south gummkhali Kol-103.

(SRI SOMENATH DEWANJEE, Owner no.3)

4) Utpola Dewanjee (Smt. UTPALA DEWANJEE, Owner no.4)

5) Anus Tha Accounse (Smt. ANURADHA DEWANJEE, Owner no.5)

6) Derika Guha Roy (Smt. DEVIKA GUHA ROY, Owner no.6)

7) LiPika Dewaniee (Smt. LIPIKA DEWANJEE, Owner no.7)







Government Of West Bengal

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

Endorsement For Deed Number : I - 06555 of 2013 (Serial No. 06692 of 2013 and Query No. 1604L000014392 of 2013)

On 07/08/2013

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

Presented for registration at 18,00 hrs on :07/08/2013, at the Private residence by Sri Tapan Kr Dewanjee , one of the Executants.

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

Execution is admitted on 07/08/2013 by

- Sri Tapan Kr Dewanjee, son of Rabindralala Dewanjee , Pratapgarh, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Retired Person
- Sri Swapan Kr Dewanjee, son of Rabindralala Dewanjee, Pratapgarh, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Professionals
- Sri Somenath Dewanjee, son of Rabindralaia Dewanjee, Pratapgarh, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Service
- Smt. Utpala Dewanjee, daughter of Rabindralala Dewanjee, Pratapgarh, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: House wife
- Smt. Anuradha Dewanjee, daughter of Rabindralala Dewanjee, Pratapgarh, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Professionals
- Devika Guha Roy, daughter of Rabindralala Dewanjee , Pratapgarh, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: House wife
- Smt. Lipika Dewanjee, daughter of Rabindralala Dewanjee, Pratapgarh, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: House wife
- Mr. Rajendra Kr Agarwal
 Partner, M/s Rajwada Group (pan No. Aalfr5460j), 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 Lt. Dulal Chakraborty, Alipore D. R. Office, District:-South 24-Parganas, WEST BENGAN, Pin:-700027, By Caste: Hindu, By Profession: Deed Writer.

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

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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 - 06555 of 2013 (Serial No. 06692 of 2013 and Query No. 1604L000014392 of 2013)

Executed by Attorney

Execution by

 Mr. Rajendra Kr Agarwal, Representative of Partner, M/s Rajwada Group (pan No. Aalfr5460j), 26 Mahamaya Mandir Rd. Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700084. ,as the constituted attorney of 1.Mr. Parveen Agarwal 2.Mr. Bikash Agarwal 3.Mr. Raj Kr Agarwal is admitted by him.

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

(Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

On 08/08/2013

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 2242.00/-, on 08/08/2013

(Under Article : B = 2189/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 08/08/2013)

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.-46,75,079/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impresive Rs.- 20/-

Deficit stamp duty

Deficit stamp duty Rs. 7010/- is paid , by the draft number 433214, Draft Date 07/08/2013, Bank : State Bank of India, Boral Branch, received on 08/08/2013

(Ashoke Kumer Biswas) DISTRICT SUB-REGISTRAR-IV

> (Ashoke Kumar Biswas) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 2 of 2

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 34 Page from 448 to 470 being No 06555 for the year 2013.



(Ashoke Kumar Biswas) 08-August-2013 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal