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Addl. Dist Sub-Registrar Sonarpore, South 24 Pgs.

1 7 DEC 2013

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 1315 day of

December, Two Thousand Thirteen

BETWEEN



(1) SRI HARANATH DAS, by occupation- Busines, (2) SRI GOBINDA CHANDRA DAS, by occupation- Business, (3) SRI GOPAL DAS, by occupation- Business, (4) SRI SAMBHUNATH DAS, by occupation- Business, (5) SRI RABINDRA NATH DAS, by occupation- Business, (6) SRI KARTICK CHANDRA DAS, by occupation- Business, No. 1 to 6 are sons of Late Manick Chandra Das and (7) SMT. MENAKA MONDAL, wife of Late Madan Mohan Mondal, by occupation- Housewife, all by faith- Hindu, all by Nationality-Indian, all are residing at Vivekananda Sarani, Ukhilapaikpara, P.O. Narendrapur, P.S. Sonarpur, Kolkata 700 103, District South 24-Parganas, 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;

AND

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 nemaly, (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, 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 The Land Owners are lawfully seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring more or less 99 decimals out of 138.850 decimals (the split up of the land being :- 3 decimals of sali land out of 4.3 decimals of R.S. Dag No. 43, L.R. Dag No. 46, R.S. Khatian No. 261 + 37 decimals of Danga land out of 38 decimals of R.S. Dag No. 45, L.R. Dag No. 48, R.S. Khatian No. 413 + 24 decimals of Danga land out of 38 decimals of C.S. Dag No. 47, R.S. Dag Nos. 47 & 47/1126, L.R. Dag No. 50, R.S. Khatian No. 262 + 12 decimals out of 13 decimals of Danga land of R.S. Dag No. 48, L.R. Dag No. 51, R.S. Khatian No. 833 + 4 decimals out of 14 decimals of Danga land of R.S. Dag No. 48/1127, R.S. Khatian No. 833 + 18 decimals out of 29.550 decimals of Danga land of R.S. Dag No. 49, L.R. Dag No. 52, R.S. Khatian No. 910 + 1 decimal of Doba land out of 2 decimals of R.S. Dag No. 50, L.R. Dag No. 53, R.S. Khatian No. 262) along with 100 Sq.ft. delapidated structure standing thereon situate and lying at Mouza- Ukhilapaikpara, J.L. No. 56, Pargana- Medanmolla, R.S. No. 451, Touzi No. 109, A.D.S.R. office at Sonarpur, Ward No. 26, under Rajpur-Sonarpur Municipality, comprising in R.S. Dag Nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 & 50, L.R. Dag Nos. 46, 48, 50, 51, 52 & 53, R.S. Khatian Nos. 261, 413, 262, 833 & 910, L.R. Khatian No. 103, under P.S. Senarpur, District South 24-Parganas (hereinafter called the said Premises) by inheritance, exchange and gift, fully described in the First Schedule hereunder written.

AND WHEREAS one Jadunath Das was seized and possesed of or otherwise well and sufficiently entitled to all that property in Ukhilapaikpara Mouza, J.L. No. 56, under P.S. Sonarpur, District South 24-Parganas and he had been paying Govt. rent thereof and enjoying every right, title and interest over the said property without interuption, claim and demand whatsoever.

AND WHEREAS the said Jadunath Das died intestate leaving behind him three sons, Sri Upendra Nath Das, Sri Sanatan Das and Manick Lal Das alias Manick Chandra Das as his sole legal heirs and successors.

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AND WHEREAS the said Sri Upendra Nath Das, Sri Sanatan Das and Manik Chandra

DAs executed a Deed of Partition on 14/04/1963, registered at S.R. Baruipur and recorded in Book No. I, being No. 4106 for the year 1963.

AND WHEREAS after partition, the said Manick Chandra Das, being the Third Party of the said Partition Deed and he also got the property in Schedule 'Ga' of the said partition.

AND WHEREAS the said Manick Chandra Das died intestate leaving behind him his wife Smt. Ashalata Das, Sri Haranath Das (Owner No. 1 herein), Sri Gobinda Chandra Das (Owner No. 2 herein), Sri Gopal Das (Owner No. 3 herein), Sri Sambhunath DAs (Owner No. 4 herein), Sri Rabindranath Das (Owner No. 5 herein), Sri Kartick Chandra Das (Owner No. 6 herein) and one daughter Smt. Menaka Mondal (Owner No. 7 herein) as his sole legal heirs and successors.

AND WHEREAS the said successors of Late Sanatan Das and the said successors of Manik Chandra Das executed a Deed of Exchange on 20/08/2010 at Sonarpur A.D.S.R. office and after exchange, the said successors of Late Manik Chandra Das got the property in Dag No. 47, 47/1126, 48/1127, 49 and 50 of Mouza- Ukhila Paikpara, J.L. No. 56 under P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS said Smt. Ashalata Das gave her share in Dag Nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 and 50 of Mouza- Ukhilapaikpara to his son Sri Gobinda Chandra Das (Owner No. 2 herein) as a gift on 20/08/2011, registered at Sonarpur A.D.S.R. Office.

AND WHEREAS thus the said Owners became the absolute owners of the land measuring more or less 99 decimals out of 138.850 decimals (the split up of the land being :- 3 decimals of sali land out of 4,3 decimals of R.S. Dag No. 43, L.R. Dag No. 46, R.S. Khatian No. 261 + 37 decimals of Danga land out of 38 decimals of R.S. Dag No. 45, L.R. Dag No. 48, R.S. Khatian No. 413 + 24 decimals of Danga land out of 38 decimals



of C.S. Dag No. 47, R.S. Dag Nos. 47 & 47/1126, L.R. Dag No. 50, R.S. Khatian No. 262 + 12 decimals out of 13 decimals of Danga land of R.S. Dag No. 48, L.R. Dag No. 51, R.S. Khatian No. 833 + 4 decimals out of 14 decimals of Danga land of R.S. Dag No. 48/1127, R.S. Khatian No. 833 + 18 decimals out of 29.550 decimals of Danga land of R.S. Dag No. 49, L.R. Dag No. 52, R.S. Khatian No. 910 + 1 decimal of Doba land out of 2 decimals of R.S. Dag No. 50, L.R. Dag No. 53, R.S. Khatian No. 262) along with 100 Sq.ft. delapidated structure standing thereon situate and lying at Mouza-Ukhilapaikpara, J.L. No. 56, Pargana- Medanmolla, R.S. No. 451, Touzi No. 109, A.D.S.R. office at Sonarpur, Ward No. 26 under Rajpur-Sonarpur Municipality, comprising in R.S. Dag Nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 and 50, L.R. Dag Nos. 46, 48, 50, 51, 52 and 53, R.S. Khatian Nos. 261, 413, 262, 833 and 910, L.R. Khatian Nos. 103, under P.S. Sonarpur, District South 24-Parganas (hereinafter called the said Premises) fully described in the First Schedule hereunder written.

AND WHEREAS the Owners are desirous of developing the said premises by constructing a multi-storied building according to modern test, design and architecture in accordance with the building plan to be sanctioned by the authority of Rajpur-Sonarpur Municipality.

AND WHEREAS the aforesaid representation of the Owners and subject to verification of title of the Owners concerning the said premises, the Developer has agreed to develop the said premises in accordance with the sanctioned plan on the terms and conditions hereinafter appearing.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH and it is hereby agreed by and betwen the parties hereto as follows:-

1. DEFINITION :- unless there is anything repugnant to the subject pr context.



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- a) OWNERS: The owners shall mean (1) SRI HARANATH DAS, (2) SRI GOBINDA CHANDRA DAS, (3) SRI GOPAL DAS, (4) SRI SAMBHUNATH DAS, (5) SRI RABINDRA NATH DAS, (6) SRI KARTICK CHANDRA DAS, No. 1 to 6 are sons of Late Manick Chandra Das and (7) SMT. MENAKA MONDAL, wife of Late Madan Mohan Mondal, all are residing at Vivekananda Sarani, Ukhilapaikpara, P.O. Narendrapur, P.S. Sonarpur, Kolkata 700 103, District South 24-Parganas.
- b) DEVELOPER: Shall mean M/S. RAJWADA GROUP, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084 and its legal heirs, executors, administrators, legal representatives, successors-in-office and assigns.
- c) TITLE DEEDS :- shall mean all the documents referred to herein above recital.
- d) PREMISES:- shall mean the the land measuring more or less 99 decimals out 138.850 decimals (the split up/of the land being:- 3 decimals of sali land out of 4.3 decimals of R.S. Dag No. 43, L.R. Dag No. 46, R.S. Khatian No. 261 + 37 decimals of Danga land out of 38 decimals of R.S. Dag No. 45, L.R. Dag No. 48, R.S. Khatian No. 413 + 24 decimals of Danga land out of 38 decimals of C.S. Dag No. 47, R.S. Dag Nos. 47 & 47/1126, L.R. Dag No. 50, R.S. Khatian No. 262 + 12 decimals out of 13 decimals of Danga land of R.S. Dag No. 48, L.R. Dag No. 51, R.S. Khatian No. 833 + 4 decimals out of 14 decimals of Danga land of R.S. Dag No. 48/1127, R.S. Khatian No. 833 + 18 decimals out of 29.550 decimals of Danga land of R.S. Dag No. 49, L.R. Dag No. 52, R.S. Khatian No. 910 + 1 decimal of Doba land out of 2 decimals of R.S. Dag No. 50, L.R. Dag No. 53, R.S. Khatian No. 262) along with 100 Sq.ft. delapidated structure standing thereon situate and lying at Mouza-Ukhilapaikpara, J.L. No. 56, Pargana- Medanmolla, R.S. No. 451, Touzi No. 109, A.D.S.R. office at Sonarpur, Ward No. 26 under Rajpur-Sonarpur Municipality,

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comprising In R.S. Dag Nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 and 50, L.R. Dag Nos. 46, 48, 50, 51, 52 and 53, R.S. Khatian Nos. 261, 413, 262, 833 and 910, L.R. Khatian Nos. 103, under P.S. Sonarpur, District South 24-Parganas, particularly mentioned and described in the First Schedule hereunder written.

- e) BUILDING: shall mean the building or buildings to be constructed on the said premises.
- f) COMMON FACILITIES AND AMENITIES:- shall include corridors, stairways, passage ways, driveways, common lavatories, pump room, tube well, ground water reservoir, overhead water tank, water pump etc.
- g) SALEABLE SPACE : shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- h) OWNER'S ALLOCATION shall mean 40% (Forty percent) of the total E.A.B. of the newly constructed Buildings. The share of land owners' allocation will be calculated based upon 54 Cottahs as the balance 6.6 satak land has been taken away by K.M.D.A. & other authorities and 2 Cottahs has been taken by one of the land owners Sri Gobinda Chandra Das and others against his existing house. The Developer shall delivered to the Owners as Owners' allocation as follows:-

Flat No. D measuring more or less 1233 Sq.ft. built up area on the Fourth floor in Block- 1, Flat No. A measuring more or less 1111 Sq.ft. built up area on the Second floor in Block- 2, Flat No. C measuring more or less 1224 Sq.ft. built up area on the Third floor in Block- 2, Flat No. F measuring more or less 793 Sq.ft. built up area on the First floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Seventh floor in Block- 3, Flat No. C measuring more or less 1225 Sq.ft. built up area on the Third floor in Block- 3 i.e. total 6769 Sq.ft, built up area in favour of Owner No. 1 Sri Haranath Das,



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Flat No. C measuring more or less 1225 Sq.ft. built up area on the Seventh floor in Block- 3, Flat No. B measuring more or less 865 Sq.ft. built up area on the Fourth floor in Block- 1, Flat No. A measuring more or less 1111 Sq.ft, built up area on the First floor in Block- 2, Flat No. C measuring more or less 1224 Sq.ft. built up area on the Second floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Tenth floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the First floor in Block- 3, i.e. total 6842 Sq.ft. built up area in favour of Owner No. 2 Sri Gobinda Chandra Das,

Flat No. A measuring more or less 1272 Sq.ft. built up area on the Third floor in Block- 1, Flat No. A measuring more or less 1111 Sq.ft. built up area on the Fourth floor in Block- 2, Flat No. C measuring more or less 1224 Sq.ft. built up area on the First floor in Block- 2, Flat No. F measuring more or less 793 Sq.ft. built up area on the Second floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Eleventh floor in Block- 3, Flat No. C measuring more or less 1225 Sq.ft. built up area on the Second floor in Block- 3, i.e. total 6808 Sq.ft. built up area in favour of Owner No. 3 Sri Gopal Das,

Flat No. C measuring more or less 1225 Sq.ft. built up area on the Fifth floor in Block- 3, Flat No. B measuring more or less 870 Sq.ft. built up area on the First floor in Block- 1, Flat No. A measuring more or less 1111 Sq.ft. built up area on the Third floor in Block- 2, Flat No. C measuring more or less 1224 Sq.ft. built up area on trhe Fourth flor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Eighth floor in Block- 3, Flat No. C measuring more or less 1225 Sq.ft. built up area on the First floor in Block- 3, i.e. total 6838 Sq.ft. built up area in favour of Owner No. 4 Sri Sambhunath Das,



Flat No. D measuring more or less 1236 Sq.ft. built up area on the First floor in Block- 1, Flat No. B measuring more or less 1111 Sq.ft. built up area on the Third floor in Block- 2, Flat No. D measuring more or less 1110 Sq.ft. built up area on the Seventh floor in Block- 2, Flat No. E measuring more or less 1032 Sq.ft. built up area on the Second floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the First floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the Eleventh floor in Block- 3, i.e. total 6906 Sq.ft. built up area in favour of Owner No. 5 Sri Rabindranath Das,

Flat No. D measuring more or less 1236 Sq.ft. built up area on the Third floor in Block- 1, Flat No. B measuring more or less 1111 Sq.ft. built up area on the Second floor in Block- 2, Flat No. D measuring more or less 1110 Sq.ft. built up area on the Tenth floor in Block- 2, Flat No. E measuring more or less 1032 Sq.ft. built up area on the First floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Fourth floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the Third floor in Block- 3 i.e. total 6903 Sq.ft. built up area in favour of Owner No. 6 Sri Kartick Chandra Das, and

Flat No. D measuring more or less 1233 Sq.ft. built up area on the Second floor in Block- 1, Flat No. B measuring more or less 1111 Sq.ft. built up area on the First floor in Block- 2, Flat No. D measuring more or less 1110 Sq.ft. built up area on the Eleventh floor in Block- 2, Flat No. E measuring more or less 1032 Sq.ft. built up area on the Third floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Second floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the Second floor in Block- 3, i.e. total 6903 Sq.ft. built up area in favour of Owner No. 7 Smt. Menaka Mondal

including proportionate impartible undivided share in the land underneath, common portion other open areas and the roof above the top floor of the new buildings

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TOGETHERWITH. It is further agreed if FAR (Floor Area Ratio) in the sanctioned plan of RAJPUR - SONARPUR MUNICIPALITY is found less than 40% of above mentioned areas as assured by the Developer/Builder, the developer/builder shall be liable to pay for the difference as per preveleing market price at the time of handing over the vacant possession of the Owners' allocated portion. And the Developer also pay an adjustable/refundable amount of Rs. 80,00,000/- (Rupees Eighty Lakh) only to the Owners at the time of signing this Agreement. The details of Owners allocation described in the Second Schedule.

- allocation mentioned hereinabove remaining 60% F.A.R.of the constructed buildings of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developer and the Developer will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.
- j) THE ARCHITECT:- shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.
- k) BUILDING PLAN: would mean such plan prepared by the Architect for the construction of the building and sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authorities as the case may be.
- TRANSFER: with its grammatical variation shall include possession under a Agreement or part performance of a contract and by any other means according to Transfer Properties Act, 1882.
- m) TRANSFREE: shall mean and person, firm, limited Company, Association of persons or body of individuals to whom any space in the building has been transferred.

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- o) SUPER BUILT UP AREA: shall mean the sum of areas of a flat, i.e. the multiplication of length and breadth, which will be measured from wall to wall externally in both length and breadth side and 18% and/or 23% of that area.
- THIS AGREEMENT shall be deemed to have commenced on and with effect from day of 13th day of December, Two thousand Thirteen.
- 3. THE OWNERS DECLARE AS FOLLOWS :-
- a) THAT Owners/First party are absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said premises.
- b) THAT the said premises is free from all encumbrances and the owners have a marketable title in respect of the said premises.
- c) THAT there is no excess vacant land at the said premises within the maaning of the Urban land (Celling and Regulation)Act. 1976.
- THE OWNERS AND THE DEVELOPER/PROMOTER declare and covenant as follows:--
- a) THAT the Owners hereby grants, exclusive right to Developer to under take new construction on the said premises in accordance with the plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality and/or appropriate authority.
- b) THAT all applications plans and other papers and xerox copy of documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owners at the Developer's cost and expenses.
- c) THAT in consideration of the said premises, the Developer/Promoter has agreed to pay Rs. 80,00,000/- (Rupees Eighty Lakh) only which is adjustable and/or refundable



will be paid to the owners at the time of the execution of this Agrement fully described in the Second Schedule hereunder written.

- d) THAT on the date of execution of this agreement the owners shall deliver the possession of the said premises to the Developer whereof the developer shall take necessary steps at its sole discretion to comply the terms.
- e) THAT the owners shall grants the developer or deverper's agent a Regd. Power of Attorney as may be required for the purpose of obtaining sanction plan and all necessary permissions and sacntion for different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Rajpur-Sonarpur Municipality and other authorities, all expenses, consts and charges shall be borned/paid by the Developer.
- f) THAT upon completion of the new buildings the Developer shall put the owners in undispute possession of the owners' allocation TOGETHER WITH the rights in land/roof common facilities and amenities.
- g) THAT the owners and the developer shall be exclusively entitled to their respective share of allocation the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the other and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- THAT the developer shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned plan duly sanctioned by the Rajpur-Sonarpur Muinicipality and/or appropriate authority and confirming to such specification as are mentioned in the Annexture A* hereunder written.

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- 5. THE OWNERS HEREBY AGREED COVENANT WITH THE DEVELOPER as follows :-
- NOT to cause any interference or hindrance in the construction of the said building at the said premises by the Developer.
- b) NOT to do any act deed or things whereby the developer may be prevented from selling assigning and/or disposing or any of the Developer's allocation portion in the buildings at the said premises.
- c) TO remain bound to execute all agreement for sale or transfer concering Developer's allocation of sanction area and other areas shall remain bound to execute a power of attorney empowering the developer or developer's agent to execute all such agreements for sale or transfer for and on behalf of the owner concerning Developer's allocation of the building at the said premises provided owners' allocation is satisfied.
- THE DEVELOPER HÉREBY AGREED AND COVENANT WITH THE OWNERS as follows:-
- TO complete the construction of the building within 24 months from the date of sanctioning of plan from Rajpur-Sonarpur Municipality and/or appropriate authority.
- NOT to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the owners.
- NOT to violate or contravenes any of the provision or rules applicable for construction of the said building.
- d) NOT to do any act, deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing of any of the owners' allocation in the said building.



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- e) TO keep the owners indemnified against all third party claims and actions arising out of any sorts of act or commission of the developer is relation to the construction of the said building.
- f) TO keep the owners indemnified against all actions suits costs proceedings and claims that may be arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.
- g) TO complete the construction of the building within 24 months from the date of sanctioning of plan from the Rajpur-Sonarpur Municipality and/or appropriate authority.

7. MUTUAL COVENANT AND INDEMNITIES :-

- i) The Owners hereby under take that the developer shall be entitled to the said constructions and shall enjoy its allocated space without interference or disturbance provided the developer performs and fulfils all terms and conditions herein containing and/or on its part to be observed and performed.
- ii) The name of the BUILDING shall be 'RAJWADA SPRING FIELD'

8) LIQUIDATED DAMAGES AND PENALTY :-

- A) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the FORCE MAJESURE conditions, i.e. Flood, earthquake, riot, war, strom, tempest, civilcommotion, strike and/or any other act or commission beyond the control of the parties.
- B) If due to pay wilful act on the part of the developer the construction and completion of the building is delayed therein that event the developer shall be decided by the



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parties hereto or shall be determined by the Arbitrators to be appointed by both the parties according to Arbitration and conciliation Act, 1996.

9) JURISDICTION: - all courts with in the limits of appear court, baruipur 2nd Muinshif Court, Addi. Court, South 24-parganas and Alipore court shall have the jurisdiction to entertain and determine all actions suit and proceeding arising out of these presents BETWEEN the parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece and parcel of land measuring more or less 99 decimals (the split up of the land being :- 3 decimals of sali land out of 4.3 decimals of R.S. Dag No. 43, L.R. Dag No. 46, R.S. Khatian No. 261 + 37 decimals of Danga land out of 38 decimals of R.S. Dag No. 45, L.R. Dag No. 48, R.S. Khatian No. 413 + 24 decimals of Danga land out of 38 decimals of C.S. Dag No. 47, R.S. Dag Nos. 47 & 47/1126, L.R. Dag No. 50, R.S. Khatian No. 262 + 12 decimals out of 13 decimals of Danga land of R.S. Dag No. 48, L.R. Dag No. 51, R.S. Khatian No. 833 + 4 decimals out of 14 decimals of Danga land of R.S. Dag No. 48/1127, R.S. Khatian No. 833 + 18 decimals out of 29.550 decimals of Danga land of R.S. Dag No. 49, L.R. Dag No. 52, R.S. Khatian No. 910 + 1 decimal of Doba land out of 2 decimals of R.S. Dag No. 50, L.R. Dag No. 53, R.S. Khatian No. 262) along with 100 Sq.ft. delapidated structure standing thereon situate and lying at Mouza- Ukhilapaikpara, J.L. No. 56, Pargana- Medanmolla, R.S. No. 451, Touzi No. 109, A.D.S.R. office at Sonarpur, Holding No. 57, Vivekananda Sarani, Ward No. 26 under Rajpur-Sonarpur Municipality, comprising in R.S. Dag Nos. 43, 45, 47, 47/1126, 48, 48/1127, 49 and 50, L.R. Dag Nos. 46, 48, 50, 51, 52 and 53, R.S. Khatian Nos. 261, 413, 262, 833 and 910, L.R. Khatlan Nos. 103, under P.S. Sonarpur, District South 24-Parganas, butted and bounded as follows :-

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ON THE NORTH

Sherwood Estate.

ON THE SOUTH

Vacant land.

ON THE EAST

Sherwood Estate.

ON THE WEST

Bye Pass Road.

SECOND SCHEDULE REFERRED TO ABOVE

(Owners' Allocation)

ALL THAT 40% (Forty percent) of the total F.A.R. of the newly constructed Buildings. The share of land owners' allocation will be calculated based upon 54 Cottahs as the balance 6.6 satak land has been taken away by K.M.D.A. & other authorities and 2 Cottahs has been taken by one of the land owners Sri Gobinda Chandra Das and others against his existing house. The Developer shall delivered to the Owners as Owners' allocation as follows:-

Flat No., D measuring more or less 1233 Sq.ft. built up area on the Fourth floor in Block-1, Flat No. A measuring more or less 1111 Sq.ft. built up area on the Second floor in Block-2, Flat No. C measuring more or less 1224 Sq.ft. built up area on the Third floor in Block-2, Flat No. F measuring more or less 793 Sq.ft. built up area on the First floor in Block-2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Seventh floor in Block-3, Flat No. C measuring more or less 1225 Sq.ft. built up area on the Third floor in Block-3 i.e. total 6769 Sq.ft. built up area in favour of Owner No. 1 Sri Haranath Das,

Flat No. C measuring more or less 1225 Sq.ft. built up area on the Seventh floor in Block- 3, Flat No. B measuring more or less 865 Sq.ft. built up area on the Fourth floor in Block- 1, Flat No. A measuring more or less 1111 Sq.ft, built up area on the First floor in Block- 2, Flat No. C measuring more or less 1224 Sq.ft, built up area on the Second floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft, built up area on the Tenth floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft.



built up area on the First floor in Block- 3, i.e. total 6842 Sq.ft. built up area in favour of Owner No. 2 Sri Gobinda Chandra Das,

Flat No. A measuring more or less 1272 Sq.ft. built up area on the Third floor in Block
1, Flat No. A measuring more or less 1111 Sq.ft. built up area on the Fourth floor in Block- 2, Flat No. C measuring more or less 1224 Sq.ft. built up area on the First floor in Block- 2, Flat No. F measuring more or less 793 Sq.ft. built up area on the Second floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Eleventh floor in Block- 3, Flat No. C measuring more or less 1225 Sq.ft. built up area on the Second floor in Block- 3, i.e. total 6808 Sq.ft. built up area in favour of Owner No. 3 Sri Gopal Das,

Flat No. C measuring more or less 1225 Sq.ft. built up area on the Fifth floor in Block-3, Flat No. B measuring more or less 870 Sq.ft. built up area on the First floor in Block-1, Flat No. A measuring more or less 1111 Sq.ft. built up area on the Third floor in Block-2, Flat No. C measuring more or less 1224 Sq.ft. built up area on trhe Fourth flor in Block-2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Eighth floor in Block-3, Flat No. C measuring more or less 1225 Sq.ft. built up area on the First floor in Block-3, i.e. total 6838 Sq.ft. built up area in favour of Owner No. 4 Sri Sambhunath Das,

Flat No. D measuring more or less 1236 Sq.ft. built up area on the First floor in Block
1, Flat No. B measuring more or less 1111 Sq.ft. built up area on the Third floor in Block- 2, Flat No. D measuring more or less 1110 Sq.ft. built up area on the Seventh floor in Block- 2, Flat No. E measuring more or less 1032 Sq.ft. built up area on the Second floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the First floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the Eleventh floor in Block- 3, i.e. total 6906 Sq.ft. built up area in favour of Owner No. 5 Sri Rabindranath Das.

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Addi. Disa Sub-Registrar Sonarpore, South 24 Pgs.

Flat No. D measuring more or less 1236 Sq.ft. built up area on the Third floor in Block- 1, Flat No. B measuring more or less 1111 Sq.ft. built up area on the Second floor in Block- 2, Flat No. D measuring more or less 1110 Sq.ft. built up area on the Tenth floor in Block- 2, Flat No. E measuring more or less 1032 Sq.ft. built up area on the First floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Fourth floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the Third floor in Block- 3 i.e. total 6903 Sq.ft. built up area in favour of Owner No. 6 Sri Kartick Chandra Das, and

Flat No. D measuring more or less 1233 Sq.ft. built up area on the Second floor in Block- 1, Flat No. B measuring more or less 1111 Sq.ft. built up area on the First floor in Block- 2, Flat No. D measuring more or less 1110 Sq.ft. built up area on the Eleventh floor in Block- 2, Flat No. E measuring more or less 1032 Sq.ft. built up area on the Third floor in Block- 2, Flat No. B measuring more or less 1183 Sq.ft. built up area on the Second floor in Block- 3, Flat No. D measuring more or less 1234 Sq.ft. built up area on the Second floor in Block- 3, i.e. total 6903 Sq.ft. built up area in favour of Owner No. 7 Smt. Menaka Mondal

including proportionate impartible undivided share in the land underneath, common portion other open areas and the roof above the top floor of the new buildings TOGETHERWITH. It is further agreed if FAR (Floor Area Ratio) in the sanctioned plan of RAJPUR - SONARPUR MUNICIPALITY is found less than 40% of above mentioned areas as assured by the Developer/Builder, the developer/builder shall be liable to pay for the difference as per preveleing market price at the time of handing over the vacant possession of the Owners' allocated portion. And the Developer also pay an adjustable/refundable amount of Rs. 80,00,000/- (Rupees Eighty Lakh) only to the Owners at the time of signing this Agreement.



THIRD SCHEDULE ABOVE REFERRED TO

(The common Portion)

- 1. Entrance and exists to the premises and the new buildings
- i) Durwan's room/care takers room.
- ii) Boundary walls and gate of the premises
- iii) Staircase lobbies on all the floor.
- iv. Elevator / Lift with capacity of five passengers of Adams or equivalent make.
- v. Entrance lobby, electric utility room/meter room
- vi. Water pump room.
- vii. Common installations any where outside any unit.
- viii. Right of access on the roof above the top floor of the new building.
- ix. any common area in the new building, foundation, coloumns, beams, supports common passage etc.
- 2. WATER, PLUMBING, DRAINAGE :-
- Drainage, Sewerage lines and other installations for the same. (except only those
 as are installed within the exclusive area of any unit and/ or exclusively for its
 use.
- 2. Water supply system/Drinking Water supply system tube well.
- Water pump, underground water reservoir together with all common plumbing installations for drainage water (save only those as are within the exclusive area of any unit and/or exclusively for its use).

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Addi, Dist Sub-Registrar Sunamore, South 24 Pgs.

- Electrical installations: Electrical wiring and other fitting (excluding those as are installed within exclusive area of any unit or exclusively for its use)
- 5. Lightning of common portion
- Electrical installations for receiving electricity from supply. Supplier (WBSEDCL)
 and meter for receiving the supply.
- 7. Others: Such other common parts, areas, equipment, installations, fittings fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the co-owners.

ANNEXTURE-A (Specification)

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

Addit. Dist Sub-Registrar Sonarpore, South 24 Pgs.

- All electrical wiring will be conceal type (copper wiring), each bedroom and dinning room will have three light points, one fan point and one plug point, in kitchen one power point, one exhaust fan point and one light point.
 - Toilet and verandah will have one light point each, one ceiling ball point;
- 9. Internal plumbing works will be conceal type;
- 10. External plumbing works will be surface type and is of PVC pipe line;
- 11. Rain water line will be also made of PVC pipe;
- 12. There will one tube well and overhead PVC tank;
- 13. Under Ground waste line will be of S.W. Pipe 4" dia,
- 14. All windows will be Alluminium type glass fitted with 10mm x4mm grill;
- 15. All doors frames will be of 4"x2.5" Sal wood made;
- 16. Internal flash door (Ply made) and external panel door of Black Sirish wood;
- 17. Doors/windows/grill 2 coats paints;
- 18. One common grill entry door at ground floor stair entrance;
- 19. Out side cement based paint 2 coats;
- 20. Mainline/Mainmeter per flat Rs. 50,000/- (Rupees Fifty Thousand) only.



Addi. 17 Sont Pers.

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

month and year first above written.

WITNESSES:

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SIGNATURE OF THE OWNERS

As Lawfully Self & Constituted Attorney of

Rajwada Group Partners 1) Parveen Agarwal 2) Bikash Agarwal 3) Rajkumar Agarwal

SIGNATURE OF THE DEVELOPER

Drafted by :-

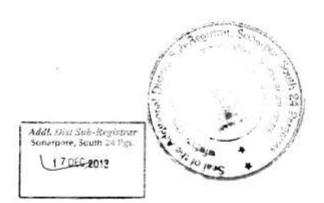
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Alipore District Registrar Office Kolkata-700 027.

Printed by :-

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(PRADIP BAIDYA) Sonarpur.



MEMO OF CONSIDERATION

<u>RECEIVED</u> from the withinnamed Developer a sum of Rs. 80,00,000/- (Rupees Eighty Lakh) only as the adjustable/refundable amount as owners' allocation in the following manner:-

| DATE | CHEQUE No. | BANK | AM | OUNT |
|------------|------------|------------------|-----------|-------------|
| 07/02/2011 | 431339 | Axis Bank, Garia | Rs. | 10,00,000/- |
| 07/02/2011 | 431340 | Axis Bank, Garia | Rs. | 10,00,000/- |
| 07/02/2011 | 431341 | Axis Bank, Garia | Rs. | 10,00,000/- |
| 07/02/2011 | 415441 | Axis Bank, Garia | Rs. | 5,00,000/- |
| 07/02/2011 | 415442 | Axis Bank, Garia | Rs. | 5,00,000/- |
| 07/02/2011 | 415443 | Axis Bank, Garia | Rs. | 5,00,000/- |
| 07/02/2011 | 415445 | Axis Bank, Garia | Rs. | 10,00,000/- |
| 05/03/2011 | 446350 | Axis Bank, Garia | Rs. | 10,00,000/- |
| 05/03/2011 | 446351 | Axis Bank, Garia | Rs. | 5,00,000/- |
| 20/08/2011 | 473691 | AXIS BOMG Grania | R.s. | 6,00,000 |
| 30/11/2011 | 679800 | Axis Bouk Goods | 25. | 4.00.0001= |
| 10 Jan | | | Total Rs. | 80,00,000/- |

(RUPEES EIGHTY LAKH ONLY)

WITNESSES :-

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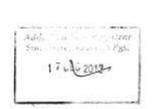
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SIGNATURE OF THE OWNERS

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Government Of West Bengal Office Of the A.D.S.R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 13053 of 2013 (Serial No. 16116 of 2013 and Query No. 1608L000026559 of 2013)

On 14/12/2013

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

Presented for registration at 18.00 hrs on :14/12/2013, at the Private residence by Hara Nath Das , one of the Executants.

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

Execution is admitted on 14/12/2013 by

- Hare Nath Das, son of Lt. Manick Ch. Das, Vivekananda Sarani, Ukhila Paik Para, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Business
- Gobinda Ch. Das, son of Lt. Manick Ch. Das , Vivekananda Sarani , Ukhila Paik Para, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession : Business
- Gopal Das, son of Lt. Manick Ch. Das, Vivekananda Sarani, Ukhila Paik Para, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Business
- Sambhu Nath Das, son of Lt. Manick Ch. Das , Vivekananda Sarani , Ukhila Paik Para, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession: Business
- Rabindra Nath Das, son of Lt. Manick Ch. Das , Vivekananda Sarani , Ukhila Paik Para, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India Pin :-700103, By Caste Hindu, By Profession : Business
- Kartick Ch. Das, son of Lt. Manick Ch. Das, Vivekananda Sarani, Ukhila Paik Para, Thana:-Sonarpur P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: Business
- Menaka Mondal, wife of Lt. Maan Mohan Mondal, Vivekananda Sarani, Ukhila Paik Para, Thana:-Sonarpur, P.O.:-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste Hindu, By Profession: House wife
- Rajendra Kr. Agarwal
 Partner, M/s. Rajwada Group, 26, Mahamaya Mandir Road , Mahamayatala , Garia, Thana:-Sonarpur,
 District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
 By Profession: Business

Identified By Samir Das, son of Haranath Das, Vivekanansa Sarani, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste: Hindu, By Profession: Business.

Executed by Attorney

Execution by

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 3

17/12/2013 15:31:00



Addl. Dist Sub-Registrar Sonarpore, South 24 Pgs.

17 JES 2013



Government Of West Bengal

Office Of the A.D.S.R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 13053 of 2013 (Serial No. 16116 of 2013 and Query No. 1608L000026559 of 2013)

 Rajendra Kr. Agarwal, Representative of Partner, M/s. Rajwada Group, 26, Mahamaya Mandir Road, 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 Samir Das, son of Haranath Das, Vivekanansa Sarani, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700103, By Caste: Hindu, By Profession: Business.

(Biswajit Dey) ADDITIONAL DISTRICT SUB-REGISTRAR

On 16/12/2013

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.-8.29.20.108/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

> (Biswajit Dey) ADDITIONAL DISTRICT SUB-REGISTRAR

On 17/12/2013

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 Draft

- Rs. 49000/- is paid, by the draft number 614449, Draft Date 16/12/2013, Bank Name State Bank Of India, FARTABAD, received on 17/12/2013
- Rs. 39050/- is paid , by the draft number 614445, Draft Date 16/12/2013, Bank Name State Bank Of India, FARTABAD, received on 17/12/2013

(Under Article : B = 87989/- ,E = 21/- ,Excess amount = 40/- on 17/12/2013)

Deficit stamp duty

Deficit stamp duty

- Rs. 21050/- is paid, by the draft number 614444, Draft Date 16/12/2013, Bank: State Bank Of India. FARTABAD, received on 17/12/2013
- Rs. 49000/- is paid, by the draft number 614448, Draft Date 16/12/2013, Bank: State Bank Of India, FARTABAD, received on 17/12/2013

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 3

17/12/2013 15:31:00



Addi, Dist Sub-Registrar Sonatoor, Service Pgs.

17 DEC 2013



Government Of West Bengal Office Of the A.D.S.R. SONARPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 13053 of 2013 (Serial No. 16116 of 2013 and Query No. 1608L000026559 of 2013)

> (Biswajit Dey) ADDITIONAL DISTRICT SUB-REGISTRAR

> > ADDITIONAL DISTRICT SUB-REGISTRAR
> > EndorsementPage 3 of 3

17/12/2013 15:31:00



Addt, Dist Sub-Registrar Sonarpore, South 24 Pgs.

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Addl. Dist Sub-Registrar Sonarpore, South 24 Pgs.

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NAME - RABON DAS.
SIGNATURE RABIN (DO)

Addi. Dist Sub-Registrar Sonarpore, South 24 Pgs. 17 EE 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 29 Page from 1173 to 1203 being No 13053 for the year 2013.



(Biswajit Dey) 17-December-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SONARPUR West Bengal

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