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W 152543

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

Additional District Sub-Registrar,
Garia South 24 Parganas

01 SEP 2016

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 1st day of

September Two Thousand Sixteen (2016) A.D.

BETWEEN

A-0-1214958/16
01/09/16, 12.18

নং 1477 তার 22/08/16 খুল 1081.

খরিদার শ্রী. Sujit Deb Nath

সং 215, Ramani Ghatrajee Road ; Kal-29

শঙ্কর কুমার সরকার

স্ট্যাম্প ডেপুটি
সোনালপুর এ্যা.ডি.এস.আর অফিস
দ্বঃ ১৪ পরগনা



Additional District Sub-Registrar,
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Some Nath Chakraborty-
S/o Late Dulal Chakraborty
Alipore D.R. Office
P.O. P.S. Alipore
Kul-27
Secd. misc. 102.

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(1) SRI SURAJIT DEBNATH, (PAN- AFCPD7020E), son of Late Gopal Debnath and Late Chumki Debnath nee Chakraborti, by faith- Hindu, by Nationality- Indian, by occupation- Service, permanently residing at 2B, Ramani Chatterjee Road, P.O. & P.S. Gariahat, Kolkata- 700 029 and presently residing at Rosedale Garden Complex, Tower- II, 12D, Action Area III, BLK- III, Newtown, Rajarhat, Kolkata- 700 160 and (2) SMT. NANDINI CHAKRABORTY, (PAN- ADQPC8512L), daughter of Dr. P.K. Chakraborty, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at 2B, Ramani Chatterjee Road, P.S. Gariahat, Kolkata- 700 029, 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 PARVEEN AGARWAL, (PAN- AGPPA1802M), (2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B) and (3) SRI RAJ KUMAR AGARWAL, (PAN- AHAPA8485A), all are sons of Late Rajendra Kumar Agarwal, all are by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, the **Partner Nos. 1 and 3** i.e. SRI PARVEEN AGARWAL and SRI RAJ KUMAR AGARWAL represented by their Constituted Attorney the **Partner No. 2** SRI BIKASH AGARWAL, by virtue of a General Power of Attorney which was registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1, Pages from 207 to 216, Being No. 00021 for the year 2015, hereinafter called and referred to as the "BUILDER/DEVELOPER" (which term or expression shall unless excluded by or




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repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART.**

WHEREAS one Smt. Chumki Debnath, wife of Sri Gopal Debnath purchased **ALL THAT** piece and parcel of Bastu land measuring more or less 3 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District South 24-Parganas, from the then lawful owner SMT. SWAPNA CHOWDHURY, wife of Sri Deb Kumar Chowdhury of 23, Moor Avenue, P.S. Regent Park, Kolkata- 700 040, District South 24-Parganas, by and under a Deed of Sale (Bengali Kobala) which was duly registered on 11/05/1987 before the office of the District Sub-Registrar at Alipore and recorded in its Book No. I, Volume No. 138, Pages from 283 to 292, Being No. 7320 for the year 1987.

AND WHEREAS said Smt. Chumki Debnath after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 3 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District South 24-Parganas and being enjoying the same said Smt. Chumki Debnath died intestate on 11/04/2011 and her husband Gopal Debnath pre deceased her, leaving behind her only son SRI SURAJIT DEBNATH, the Owner No. 1 herein as her legal heir and successor.

AND WHEREAS by virtue of inheritance said SRI SURAJIT DEBNATH, the Owner No. 1 herein became the sole and absolute owner of the land measuring more or less 3 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District South 24-Parganas.



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AND WHEREAS Smt. Nandini Chakraborty, Owner No. 2 herein purchased **ALL THAT** piece and parcel of Bastu land measuring more or less 4 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District South 24-Parganas, from the then lawful owner said SMT. SWAPNA CHOWDHURY, wife of Sri Deb Kumar Chowdhury of 23, Moor Avenue, P.S. Regent Park, Kolkata- 700 040, District South 24-Parganas, by and under a Deed of Sale (Bengali Kobala) which was duly registered on 11/05/1987 before the office of the District Sub-Registrar at Alipore and recorded in its Book No. I, Volume No. 127, Pages from 416 to 426, Being No. 7319 for the year 1987.

AND WHEREAS said Smt. Nandini Chakraborty after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 4 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS said Sri Surajit Debnath and Smt. Nandini Chakraborty jointly mutaed their names before the Rajpur-Sonarpur Municipality vide Holding No. 352, Dakshin Kumrakhali, regarding their total land measuring more or less 7 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS thus the said Sri Surajit Debnath and Smt. Nandini Chakraborty became the joint owners of the land measuring more or less 7 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, within the limits of the Rajpur-Sonarpur Municipality, Ward No. 27, Holding No. 352, Dakshin Kumrakhali, P.S. Sonarpur,



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District South 24-Parganas, hereinafter called the "said Property" morefully described in the First Schedule hereunder written, and jointly enjoying the same free from all encumbrances by paying rents and taxes to the authority concerned regularly without any interruption, claim or demand whatsoever.

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 between the parties hereto as follows :-

1. **DEFINITION** :- unless there is anything repugnant to the subject pr context.
 - a) **OWNERS** : The owners shall mean (1) **SRI SURAJIT DEBNATH**, son of Late Gopal Debnath and Late Chumki Debnath nee Chakraborti, permanently residing at 2B, Ramani Chatterjee Road, P.O. & P.S. Gariahat, Kolkata- 700 029 and presently residing at Rosedale Garden Complex, Tower- II, 12D, Action Area III, BLK- III, Newtown, Rajarhat, Kolkata- 700 160. and (2) **SMT. NANDINI CHAKRABORTY**, daughter of Dr. P.K. Chakraborty, residing at 2B, Ramani Chatterjee Road, P.S. Gariahat, Kolkata- 700 029.
 - 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,



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Kolkata- 700 084 and its successors-in-office, 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 land measuring more or less 7 Cottahs together with structure standing thereon lying and situate at Mouza- Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, within the limits of the Rajpur-Sonarpur Municipality, Ward No. 27, Holding No. 352, Dakshin Kumrakhali, 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, elevator, security guard room, driveways, common lavatories, pump room, electric room, one toilet, tube well, ground water reservoir, overhead water tank, water pump, sewerage and drainage line 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** :

(1) The Owners' area allotted for **SRI SURAJIT DEBNATH** shall mean 25% built up area of the flat and covered car parking spaces, i.e. two covered Car parking spaces on the Ground floor with at least one of the parking spaces facing the main road and commercial Shop i.e. Shop 1 on the Ground floor measuring more or less 296 Sq. ft. built up area and facing the main road with a minimum main road frontage 4200 mm and a commercial office i.e. office 1 on the First floor measuring more or

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less 1199.69 Sq.ft. built up area and facing main road with a minimum main road frontage of 8500 mm, Flat No. C on the Fourth floor measuring more or less 869.400 Sq.ft. built up area of the proposed building strictly according to its land share and interest free refundable sum of Rs. 7,01,000/- (Rupees Seven Lakh One Thousand) only of which Rs. 1,000/- (Rupees One Thousand) only at the time of signing this agreement and the rest of the amount will be paid within 10 days from the signing this agreement, together with undivided proportionate share of land underneath and common facilities mentioned in the Second Schedule (Part- 1) hereunder written.

(2) The Owner's area allotted for SMT. NANDINI CHAKRABORTY shall mean 25% built up area of the flats and covered car parking spaces i.e. two covered Car parking spaces on the Ground floor with at least one of the parking spaces facing the main road and commercial Shop i.e. Shop 2 on the Ground floor measuring more or less 296 Sq.ft. built up area and facing the main road with a minimum main road frontage of 4200 mm and commercial office i.e. Office 2 on the First floor measuring more or less 1206.504 Sq.ft. built up area and facing the main road with a minimum main road frontage of 8500 mm. Flat No. A on the Fourth floor measuring more or less 753.41 Sq.ft. built up area and Flat No. B on the Fourth floor measuring more or less 796.24 Sq.ft. built up area of the proposed building strictly according to its land share and a refundable sum of Rs. 8,01,000/- (Rupees Eight Lakh One Thousand) only out of Rs. 1,000/- (Rupees One Thousand) only at the time of signing this agreement and the rest of the amount will be paid within 10 days from the signing this agreement, together with undivided proportionate share of land underneath and common facilities mentioned in the Second Schedule (Part- 1) hereunder written.

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- i) **BUILDER'S/DEVELOPER'S ALLOCATION** : shall mean Save and except the Owners' allocation mentioned hereinabove remaining 50% built up area of the Flats and covered Car parking spaces i.e. four covered Car parking spaces on the Ground floor Flat No. A on the Second floor measuring more or less 753.41 Sq.ft. built up area, Flat No. B on the Second floor measuring more or less 796.24 Sq.ft. built up area, Flat No. C on the Second floor measuring more or less 869.40 Sq.ft. built up area, Flat No. A on the Third floor measuring more or less 753.41 Sq.ft. built up area, Flat No. B on the Third floor measuring more or less 796.24 Sq. ft. built up area, Flat No. C on the Third floor measuring more or less 869.40 Sq.ft. built up area 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. The Developer's allocation is morefully described in the Second Schedule (Part- 2).
- 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.
- l) **TRANSFER** :- with its grammatical variation shall include possession under a Agreement or part performance of a contract and by any other means according to Transfer Properties Act, 1882.
- m) **TRANSFREE** : shall mean and person, firm, limited Company, Association of persons or body of individuals to whom any space in the building has been transferred.



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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.
2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from day of day of , Two thousand Sixteen.
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 meaning of the Urban land (Ceiling and Regulation) Act. 1976.
4. **THE OWNERS AND THE DEVELOPER/PROMOTER** declare and covenant as follows :-

 - a) **THAT** the Owners hereby grants, exclusive right to Developer to under take new construction on the said premises in accordance with the plan or plans to be sanctioned by the 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** this Agreement for Development and construction is being made on the express understanding that the developer would comply with and/or caused compliance with all

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the statutory provisions in relations to such development and construction and for these purpose the expenses that might be incurred would be solely borne by the Developer.

- d) **THAT** the developer would acquire to right, title and intrest in the said premises or the structure that all proposed to be constructed by the Developer apart from the rights, privileges and licensees that might be granted by the owner in favour of the Developer under the power of Attorney to be executred to enable it to carry out the purposes and adjust of this present.
- e) **THAT** the Developer shall before transferring their allocated portion either in part or in whole must deliver the actual physical possession of the owners allocation in full satisfaction in writing after causing joint inspection and measurement of the agreed and stipulated areas in the allotted portion.
- f) **THAT** in consideration of the said premises, the Developer/Promoter has agreed to pay Rs. 15,02,000/- (Rupees Fifteen Lakh Two Thousand) only which is refundable will be paid to the owners at the time of the execution of this Agreement fully described in the Second Schedule hereunder written.
- g) **THAT** the entire management of the day to day affairs regarding essential services, meeting Municipal demands and such other works general or periodical or annual maintenance of the proposed new buildings and association shall be formed under the name and style of the new building by the owners and the Developer including their respective transferies and assignees and occupiers who shall adopt their independent Rules and Bye-laws.
- h) **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.

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- i) **THAT** the Developer and the owners shall execute supplementary agreement for identification of their respective allocation by specifying the flats and car parking spaces and shop rooms of their allocation after obtaining sanctioned plan from the Rajpur-Sonarpur Municipality. The Developer shall ensure the owners (1) Production of C.C. to be issued by the K.M.C./Rajpur-Sonarpur Municipality, Developer provide the owners Xerox copy of C.C. (2) Xerox copy of Sanctioned Plan, (3) Possession Letter.
- j) That the title Deed in respect of the said property as described in the Schedule 'A' hereunder shall always be kept harmless saved and unobliterated with the owners in their own custody and the owners shall show to the Developer of their nominees and also allow all or any of their inspection thereof including making copies of taking extracts from the said deeds as and when required.
- k) **THAT** owners shall not be liable for any loss sustained by the Developer nor will the owners be liable for the construction costs of the building including the earnest money to be taken by the Developer from the intending purchaser of the proportionate land.
- l) **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.
- m) **THAT** the owners shall grants the developer or Developer'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.

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- n) **THAT** upon completion of the new buildings the Developer shall put the owners in undisputed possession of the owners' allocation TOGETHER WITH the rights in land/ roof common facilities and amenities.
- o) **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.
- p) **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 Annexure "A" hereunder writrten.

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

- a) NOT to cause any interference or hindrance in the construction of the said building at the said premises by the Developer.
- b) NOT to do any act deed or things whereby the developer may be prevented from selling assigning and/or disposing or any of the Developer's allocation portion in the buildings at the said premises.
- c) TO remain bound to execute all agreement for sale or transfer concerning 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.



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d) That Smt. Nandini Chakraborty shall pay the Developer Rs. 5,00,000/- (Rupees Five Lakh) only for the excess area as consideration.

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

- a) 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 and if the Developer will not to be able to complete the work within the stipulated period of 24 months then the Owners will give them another six months as grace period and after this if the Developer will not be able to complete the work then the Developer will pay Rs. 1,00,000/- (Rupees One Lakh) only per month till completion of the work.
- b) NOT to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the owners.
- c) NOT to violate or contravenes any of the provision or rules applicable for construction of the said building.
- d) NOT to do any act, deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing of any of the owners' allocation in the said building.
- 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

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development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

- g) Will be responsible for any loss of life, property, accidental damages, third party claims and the legal proceedings initiated by any third party with regards to construction of the said building and/or for any defect therein.
- h) 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 RADIANCE'

8) LIQUIDATED DAMAGES AND PENALTY :-

- A) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the FORCE MAJESURE conditions, i.e. Flood, earthquake, riot, war, strom, tempest, civilcommotion, strike and/or any other act or commission beyond the control of the parties.
- B) If due to pay wilful act on the part of the developer the construction and completion of the building is delayed therein that event the developer shall be decided by the parties hereto or shall be determined by the Arbitrators to be appointed by both the parties according to Arbitration and conciliation Act,1996.

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

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

ALL THAT piece and parcel of Bastu land measuring more or less 7 Cottahs together with 200 sq.ft tin shed structure standing thereon comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740 of Mouza- Kumrakhali, J.L. No. 48, Touzi No. 260, R.S. No. 131, Pargana- Medanmalla, Ward No. 27, Holding No. 352, Dakshin Kumrakhali, under Rajpur- Sonarpur Municipality, Police Station and A.D.S.R.O at Sonarpur, District- South 24 Parganas, butted and bounded as follows:-

- ON THE NORTH** : Part of R.S. Dag No. 1543.
- ON THE EAST** : 40 ft. wide main road.
- ON THE SOUTH** : 8 ft. wide common passage.
- ON THE WEST** : R.S. Dag No. 1538.

THE SECOND SCHEDULE ABOVE REFFERED TO
OWNERS' PORTION and CONSIDERATION

Part-I

- (1) The Owners' area allotted for **SRI SURAJIT DEBNATH** shall mean 25% built up area of the flat and covered car parking spaces, i.e. two covered Car parking spaces on the Ground floor with atleast one of the parking spaces facing the main road and commercial Shop i.e. Shop 1 on the Ground floor measuring more or less



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296 Sq.ft. built up area and facing the main road with a minimum main road frontage 4200 mm and a commercial office i.e. office 1 on the First floor measuring more or less 1199.69 Sq.ft. built up area and facing main road with a minimum main road frontage of 8500 mm, Flat No. C on the Fourth floor measuring more or less 869.400 Sq.ft. built up area of the proposed building strictly according to its land share and interest free refundable sum of Rs. 7,01,000/- (Rupees Seven Lakh One Thousand) only of which Rs. 1,000/- (Rupees One Thousand) only at the time of signing this agreement and the rest of the amount will be paid within 10 days from the signing this agreement, together with undivided proportionate share of land underneath and common facilities.

- (2) The Owner's area allotted for SMT. NANDINI CHAKRABORTY shall mean 25% built up area of the flats and covered car parking spaces i.e. two covered Car parking spaces on the Ground floor with at least one of the parking spaces facing the main road and commercial Shop i.e. Shop 2 on the Ground floor measuring more or less 296 Sq.ft. built up area and facing the main road with a minimum main road frontage of 4200 mm and commercial office i.e. Office 2 on the First floor measuring more or less 1206.504 Sq.ft. built up area and facing the main road with a minimum main road frontage of 8500 mm. Flat No. A on the Fourth floor measuring more or less 753.41 Sq.ft. built up area and Flat No. B on the Fourth floor measuring more or less 796.24 Sq.ft. built up area of the proposed building strictly according to its land share and a refundable sum of Rs. 8,01,000/- (Rupees Eight Lakh One Thousand) only out of Rs. 1,000/- (Rupees One Thousand) only at the time of signing this agreement and the rest of the amount will be paid within 10 days from the signing this agreement, together with undivided proportionate share of land underneath and common facilities.

Nandini Chakraborty



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PART- II

DEVELOPERS' PORTION

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 Third Schedule hereinabove written.

THE THIRD 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 FOURTH SCHEDULE ABOVE REFERRED TO

Specification of the building and all the flats and commercial shops and commercial office spaces as stated above:

- I. Vitrified tiles of reputed brand preferably Somany/Kajaria in Bedrooms, Drawing cum Dining room and Balcony.

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-(18):-

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. Twenty light points and ten fan points for each office space. Four light points and two fan points in each shop area.

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 drawing & dining room and 1 (one) each 15A Plug point in toilet and kitchen and 2 (two) 5A plug points in kitchen, 1 (one) 15A and 1 (one) 5A Plug point in each bedroom, 2 (two) 15A and 2 (two) 5A Plug points in each shop area, 6 (six) 15A and 6 (six) 5A Plug points in each office area.

A.C. Power intel in one Bedroom and T.V., Telephone intel in living area. Also to be provided with provisions for TV, Cable, internet and telephone connections separately for each office area.

8. Concealed water supply line with U.P.V.C. pipes.



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Additional District Sub-Registrar
Garia South 24 Parganas

01 SEP 2018

-(19):-

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.
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. Anti fire sprinkler system available for the commercial office which follows National building fire code safety guidelines.
22. Wall to wall glass from ground to ceiling and floor to ceiling glass facade will be provided only for office and commercial shops spaces.





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Additional District Sub-Registrar,
Garla South 24 Parganas

01 SEP 2018

-(20):-

23. Stair case entrance door-steel roller shutter door for each office.
24. Main entrance door made of glass with steel roller shutter door outside and front facade made of floor to ceiling glass with steel roller shutter door outside for each office.
25. Toilet will be provided for the Office with standard amenities.
26. Also to be provided with provisions to install 6 split ACs. It should include provisions for putting up the external and internal AC units, sufficient individual electrical points and all necessary electrical plumbing to install the split ACs without damaging the walls. And provisions for installing large enough electrical hoarding and sign boards for the offices.
27. Steel roller shutter doors for each shops.
28. Spaces and provisions for installing large enough electrical hoarding and sign boards for the shops.
29. Also to be provided with provisions for TV, Cable, Internet and telephone connections separately for each shop area.
30. 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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Additional District Sub-Registrar
Garia South 24 Parganas

07 SEP 2018


-(21):-


IN WITNESS WHEREOF the parties hereto have put their signatures on this day,
month and year first above written.

WITNESSES :-

1. Angana Pal
26, Mahamaya Mandir Road
Kolkata - 700084

2. Satarupa Acharya
26 Mahamaya Mandir Road
Kolkata - 84.

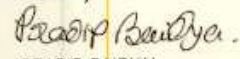

Nandini Chakraverty
SIGNATURE OF THE OWNERS


As Lawfully Self & Constituted Attorney of
Rajwada Group Partners
1) Parveen Agarwal
2) Raj Kumar Agarwal
SIGNATURE OF THE DEVELOPER

Drafted by :-


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

Printed by :-


(PRADIP BAIDYA)
Sonarpur.



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Additional District Sub-Registrar,
Garia South 24 Parganas

01 SEP 2016

-(22)-

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Developer a sum of Rs. 2,000/- (Rupees Two Thousand) only as the refundable amount as owners' allocation in the following manner :-

<u>DATE</u>	<u>CHEQUE No.</u>	<u>BANK</u>	<u>IN FAVOUR OF</u>	<u>AMOUNT</u>
			Sri Surajit Debnath	Rs. 1,000/-
			Smt. Nandini Chakraborty	Rs. 1,000/-
			Total Rs.	2,000/-

(RUPEES TWO THOUSAND ONLY)

WITNESSES :-

1. Angana Pal
26, Mahamaya Mandir Road
Kolkata - 700084

2. Sutampa Aich.
26 Mahamaya Mandir Road.
Kolkata - 84



Nandini Chakraborty.
SIGNATURE OF THE OWNERS



R

Additional District Sub-Registrar,
Garia South 24 Parganas

01 SEP 2018



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

NAME - SURAJIT DEBNATH

SIGNATURE



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

NAME - KANDINI CHAKRAVORTY

SIGNATURE



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

NAME - BIJAN KUMAR

SIGNATURE

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

NAME -

SIGNATURE



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Additional District Sub-Registrar,
Garia South 24 Parganas

01 SEP 2016

Major Information of the Deed

Deed No :	I-1629-02974/2016	Date of Registration	9/1/2016 12:33:55 PM
Query No / Year	1629-0001217958/2016	Office where deed is registered	
Query Date	30/08/2016 2:15:22 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Somenath Chakraborty Alipore D R Office, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831205950, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 58,35,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,130/- (Article:48(g))	Rs. 38/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :


District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali

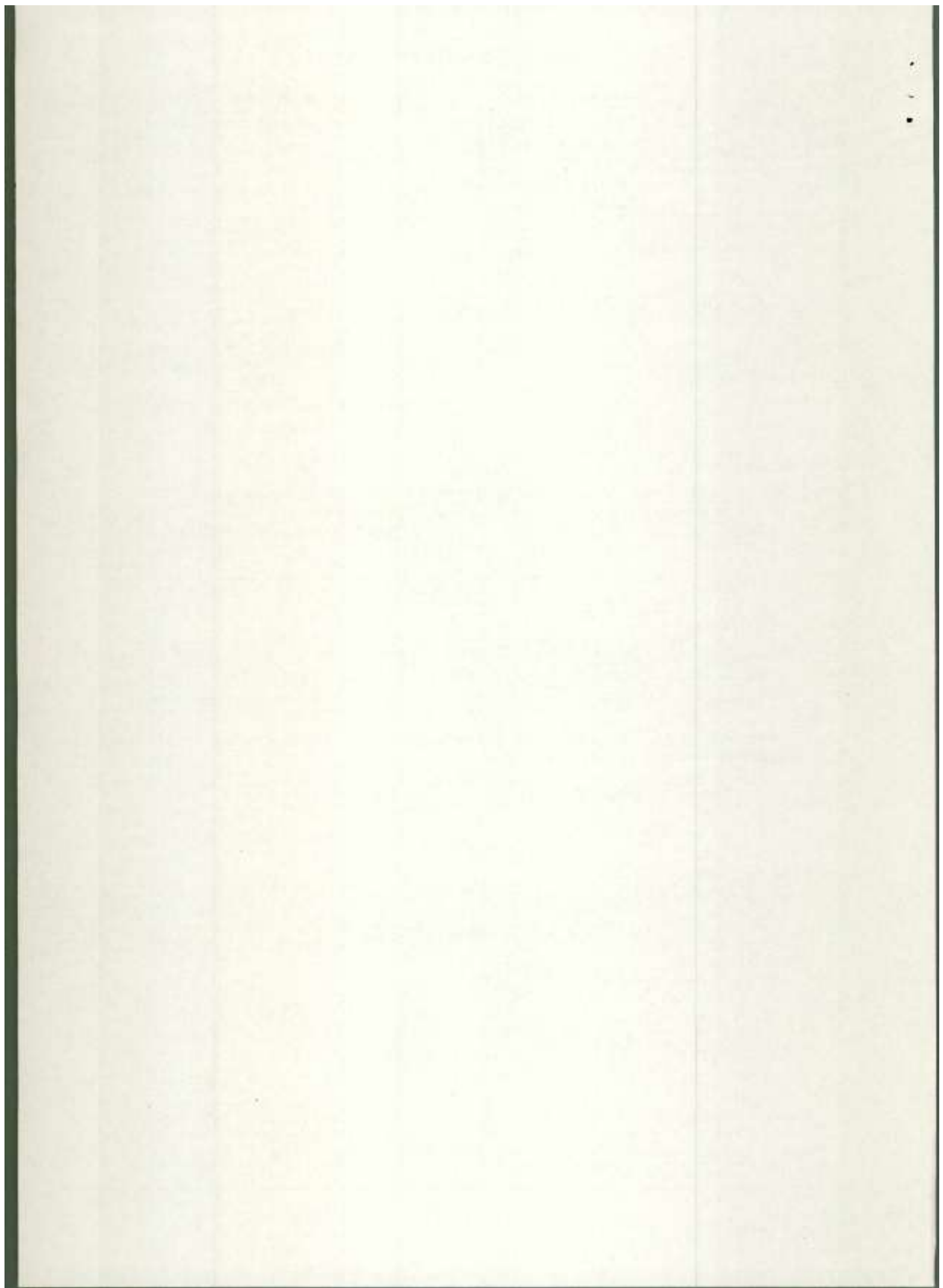
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1543	RS-738	Bastu	Bastu	7 Katha	1/-	57,75,000/-	Width of Approach Road: 40 Ft.,
Grand Total :					11.55Dec	1/-	57,75,000/-	



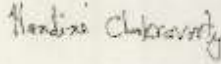
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1/-	60,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr Surajit Debnath Son of Late Gopal Debnath Executed by: Self, Date of Execution: 01/09/2016 , Admitted by: Self, Date of Admission: 01/09/2016 ,Place : Office			
		01/09/2016	LTI 01/09/2016	01/09/2016
Rosedale Garden Complex, Tower 11, 12 D, Action A, P.O:- Rajarhat, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700160 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AFPCD7020E, Status :Individual				



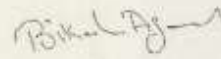


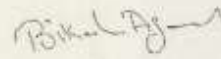


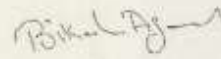


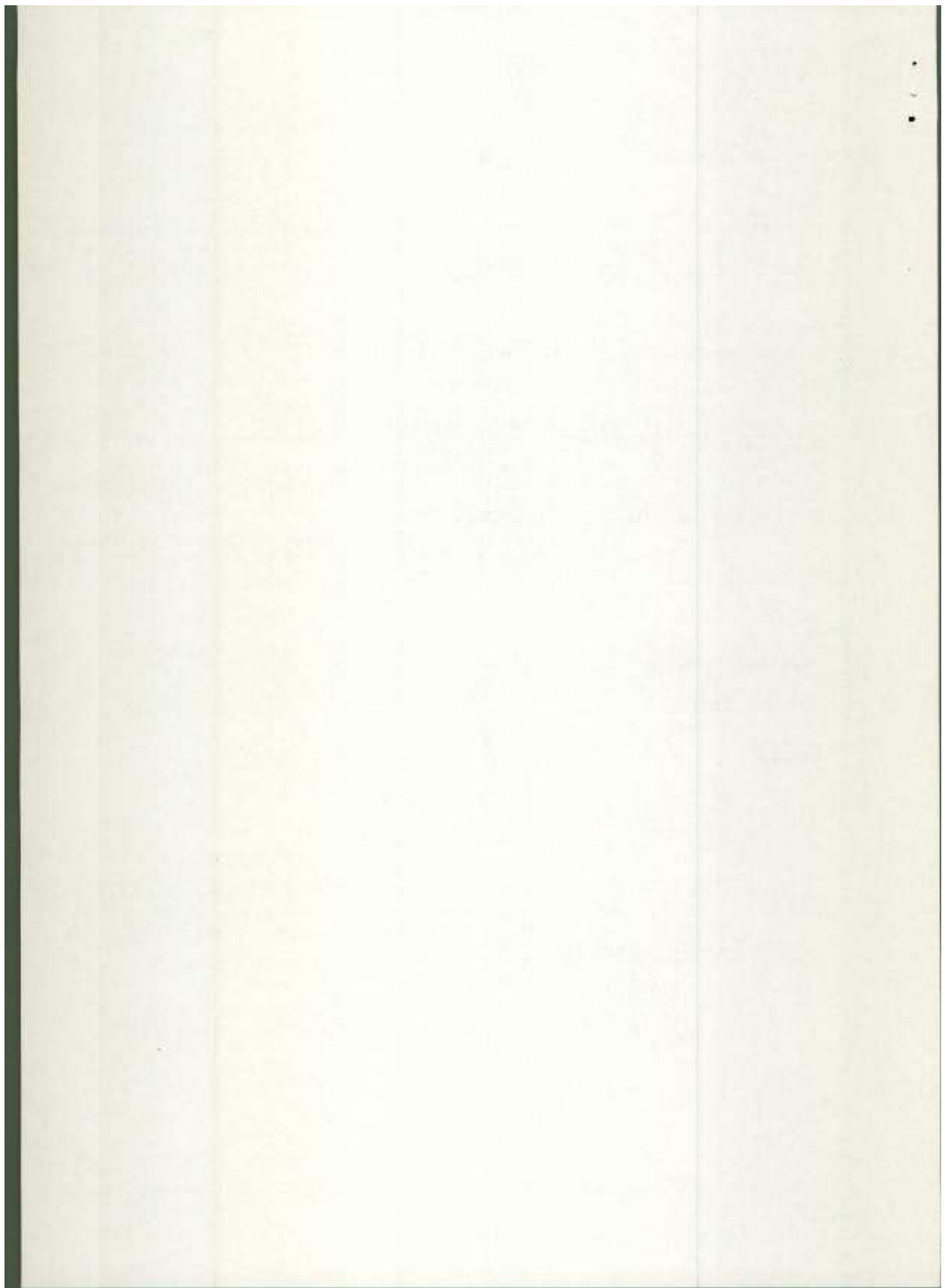
2	Name	Photo	Fingerprint	Signature
	Mrs Nandini Chakraborty Daugther of Dr P K Chakraborty Executed by: Self, Date of Execution: 01/09/2016 , Admitted by: Self, Date of Admission: 01/09/2016 ,Place : Office			
		01/09/2016	LT 01/09/2016	01/09/2016
2 B, Ramani Chatterjee Road, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. ADQPC8512L, Status :Individual				

Developer Details :



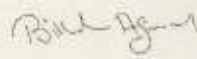
Sl No	Name,Address,Photo,Finger print and Signature
1	M/s. Rajwada Group 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 PAN No. AALFR5460J, Status :Organization
2	Mr Parveen Agarwal Partner Of Ms Rajwada Group Son of Late Rajendra Kumar Agarwal 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGPPA1802M, Status :Individual
3	Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group Son of Late Rajendra Kumar Agarwal 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8485A, Status :Individual

Attorney Details :


Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <tr> <td>Name</td> <td>Photo</td> <td>Finger Print</td> <td>Signature</td> </tr> <tr> <td> Mr Bikash Agarwal Son of Late Rajendra Kumar Agarwal Date of Execution - 01/09/2016, , Admitted by: Self, Date of Admission: Sep 1 2016 , Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Sep 1 2016 12:47PM</td> <td>LT Sep 1 2016 12:47PM</td> <td>Sep 1 2016 12:48PM</td> </tr> </table>	Name	Photo	Finger Print	Signature	Mr Bikash Agarwal Son of Late Rajendra Kumar Agarwal Date of Execution - 01/09/2016, , Admitted by: Self, Date of Admission: Sep 1 2016 , Place of Admission of Execution: Office					Sep 1 2016 12:47PM	LT Sep 1 2016 12:47PM	Sep 1 2016 12:48PM
Name	Photo	Finger Print	Signature										
Mr Bikash Agarwal Son of Late Rajendra Kumar Agarwal Date of Execution - 01/09/2016, , Admitted by: Self, Date of Admission: Sep 1 2016 , Place of Admission of Execution: Office													
	Sep 1 2016 12:47PM	LT Sep 1 2016 12:47PM	Sep 1 2016 12:48PM										
26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8484B, Status : Attorney, Attorney of : Mr Parveen Agarwal Partner Of Ms Rajwada Group, Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group													



Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Bikash Agarwal Son of Late Rajendra Kumar Agarwal Date of Execution - 01/09/2016 , Admitted by: Self, Date of Admission: Sep 1 2016 , Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Sep 1 2016 12:47PM	LT Sep 1 2016 12:48PM	Sep 1 2016 12:48PM
26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8484B, Status : Representative, Representative of : M/s. Rajwada Group (as partner)				

Identifier Details :

Name & address	
Mr Somenath Chakraborty Son of Late Dulal Chakraborty Alipore D R Office, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Deed Writer, Citizen of: India, Identifier Of Mr Surajit Debnath, Mrs Nandini Chakraborty, Mr Bikash Agarwal, Mr Bikash Agarwal	
	01/09/2016

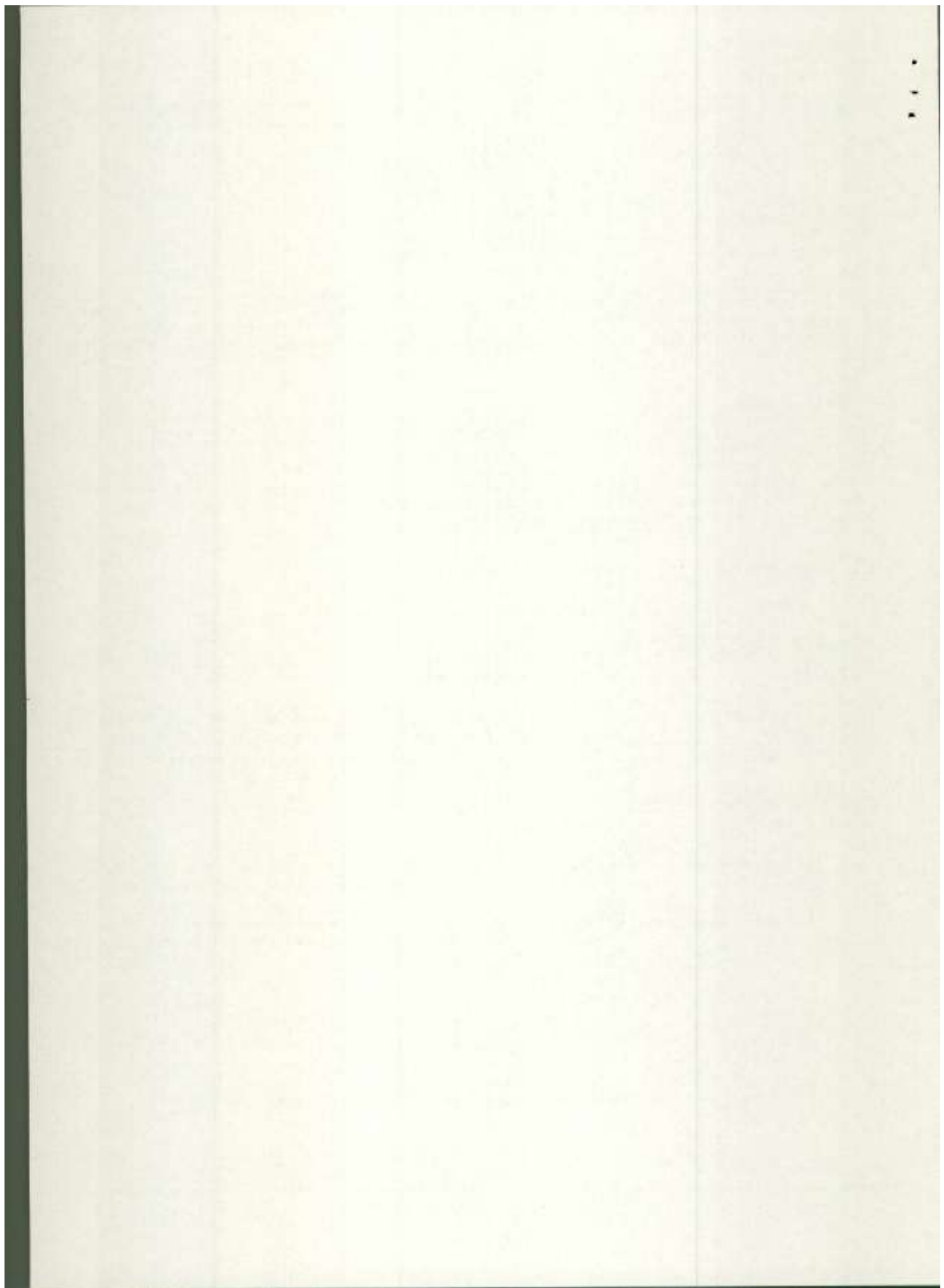
Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Surajit Debnath	M/s. Rajwada Group-1.925 Dec,Mr Parveen Agarwal Partner Of Ms Rajwada Group-1.925 Dec,Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group-1.925 Dec
2	Mrs Nandini Chakraborty	M/s. Rajwada Group-1.925 Dec,Mr Parveen Agarwal Partner Of Ms Rajwada Group-1.925 Dec,Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group-1.925 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Surajit Debnath	M/s. Rajwada Group-33.3333 Sq Ft,Mr Parveen Agarwal Partner Of Ms Rajwada Group-33.3333 Sq Ft,Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group-33.3333 Sq Ft
2	Mrs Nandini Chakraborty	M/s. Rajwada Group-33.3333 Sq Ft,Mr Parveen Agarwal Partner Of Ms Rajwada Group-33.3333 Sq Ft,Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group-33.3333 Sq Ft

Endorsement For Deed Number : I - 162902974 / 2016



On 01-09-2016

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:18 hrs on 01-09-2016, at the Office of the A.D.S.R. GARIA by Mr Bikash Agarwal ,

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 58,35,000/-

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

Execution is admitted on 01/09/2016 by 1. Mr Surajit Debnath, Son of Late Gopal Debnath, Rosedale Garden Complex, Tower I I, 12 D, Action A, P.O: Rajarhat, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700160, by caste Hindu, by Profession Service, 2. Mrs Nandini Chakraborty, Daughter of Dr P K Chakraborty, 2 B, Ramani Chatterjee Road, P.O: Gariahat, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife

Identified by Mr Somenath Chakraborty, Son of Late Dulal Chakraborty, Alipore D R Office, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Deed Writer

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

Execution is admitted on 01/09/2016 by Mr Bikash Agarwal partner, M/s. Rajwada Group, 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Identified by Mr Somenath Chakraborty, Son of Late Dulal Chakraborty, Alipore D R Office, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Deed Writer

Executed by Attorney

1. Execution by Mr Bikash Agarwal, Son of Late Rajendra Kumar Agarwal, 26, Mahamaya Mandir Road, Mahamayatala, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Business as the constituted attorney of 1. Mr Parveen Agarwal Partner Of Ms Rajwada Group 26, Mahamaya Mandir Road, Mahamayatala, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, 2. Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group 26, Mahamaya Mandir Road, Mahamayatala, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084 is admitted by him

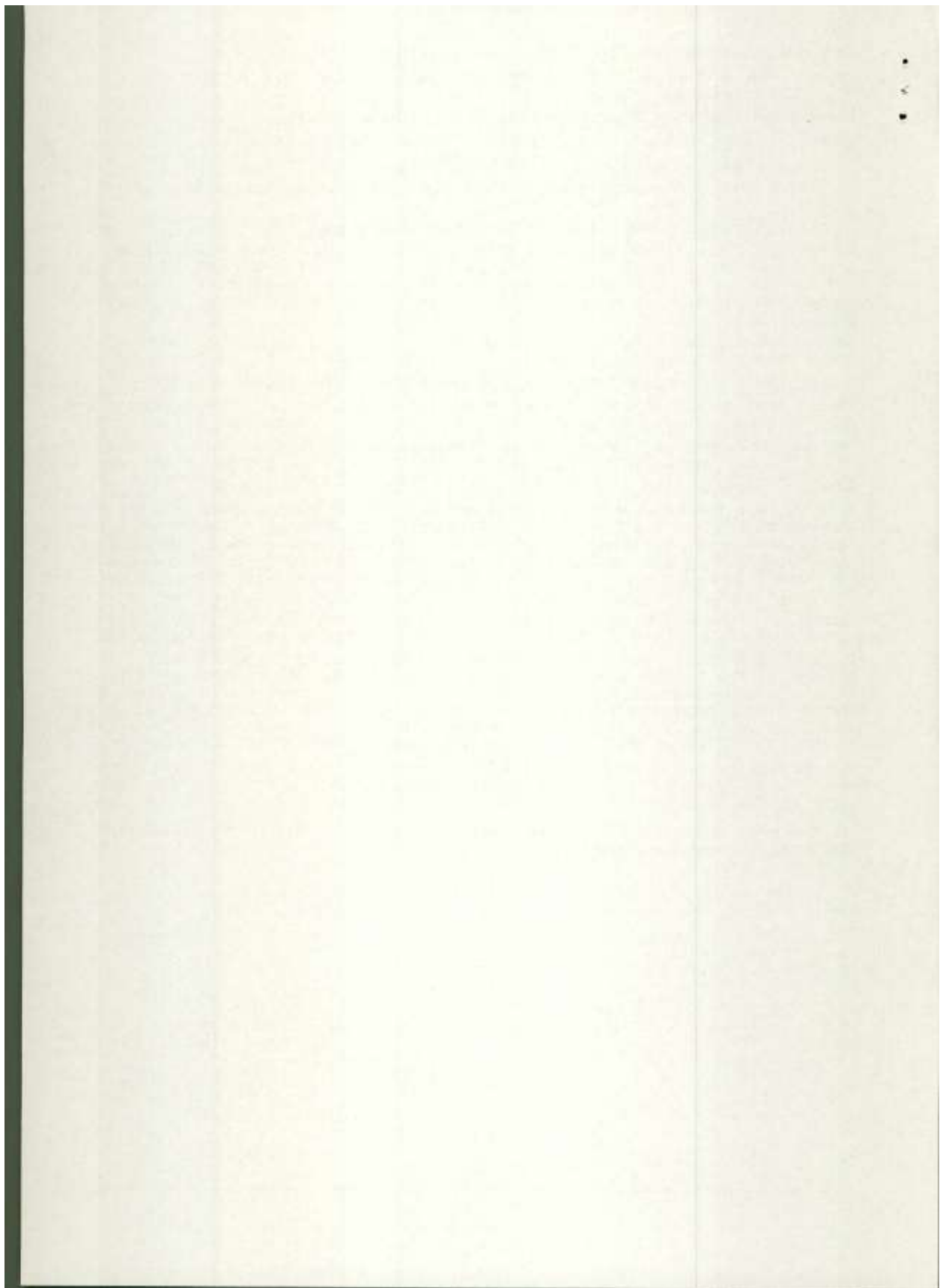
Identified by Mr Somenath Chakraborty, Son of Late Dulal Chakraborty, Alipore D R Office, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Deed Writer

2. Execution by Mr Bikash Agarwal, Son of Late Rajendra Kumar Agarwal, 26, Mahamaya Mandir Road, Mahamayatala, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Business as the constituted attorney of 1. Mr Parveen Agarwal Partner Of Ms Rajwada Group 26, Mahamaya Mandir Road, Mahamayatala, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, 2. Mr Raj Kumar Agarwal Partner Of Ms Rajwada Group 26, Mahamaya Mandir Road, Mahamayatala, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084 is admitted by him

Identified by Mr Somenath Chakraborty, Son of Late Dulal Chakraborty, Alipore D R Office, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 38/- (B = Rs 17/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 38/-



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 7,030/-, by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1477, Amount: Rs. 100/-, Date of Purchase: 22/08/2016, Vendor name: S K Sarkar

Description of Draft

1. Draft(8554) No: 902777000442, Date: 31/08/2016, Amount: Rs.7,030/-, Bank: STATE BANK OF INDIA (SBI), MAHAMAYATALA

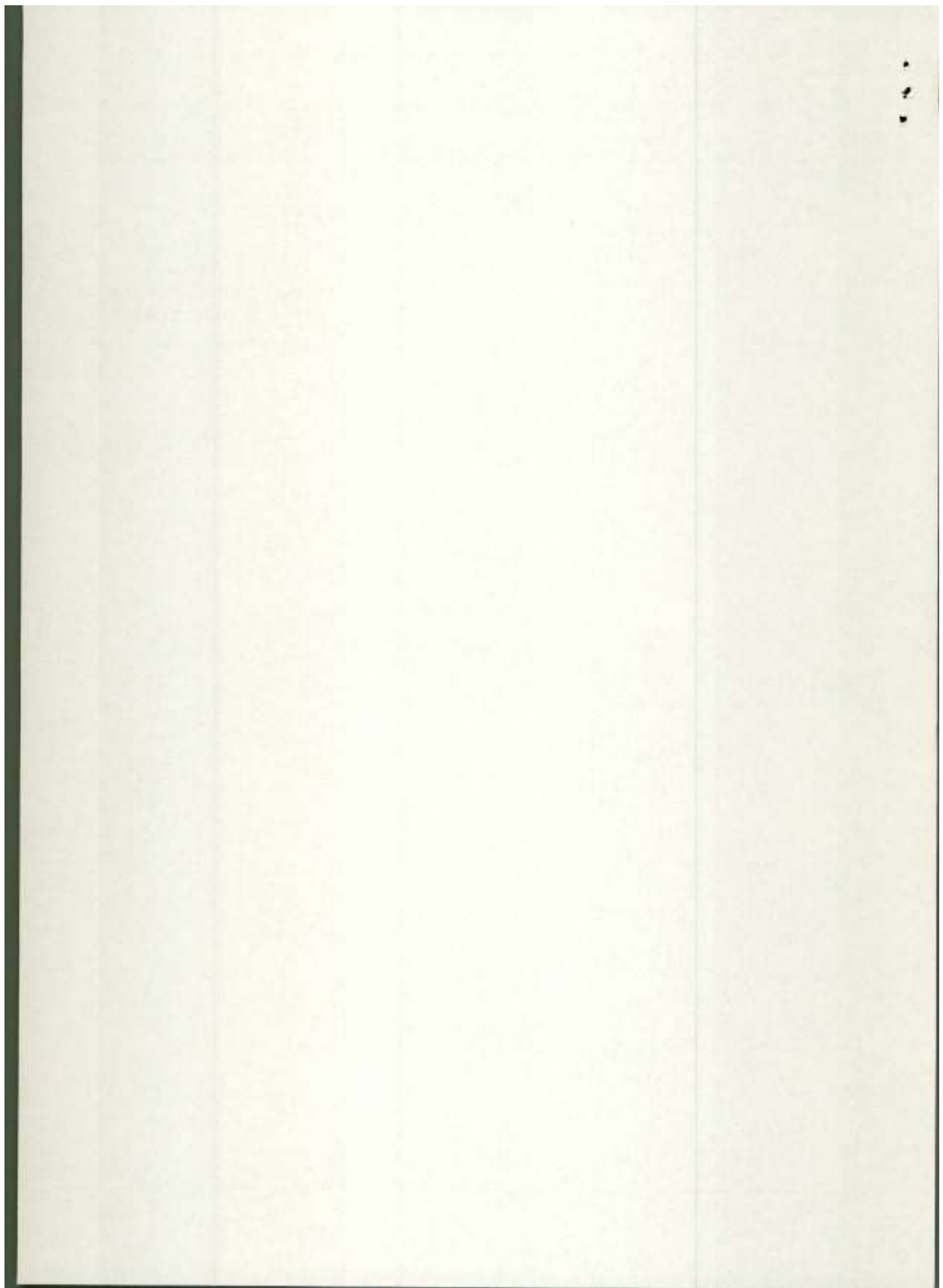


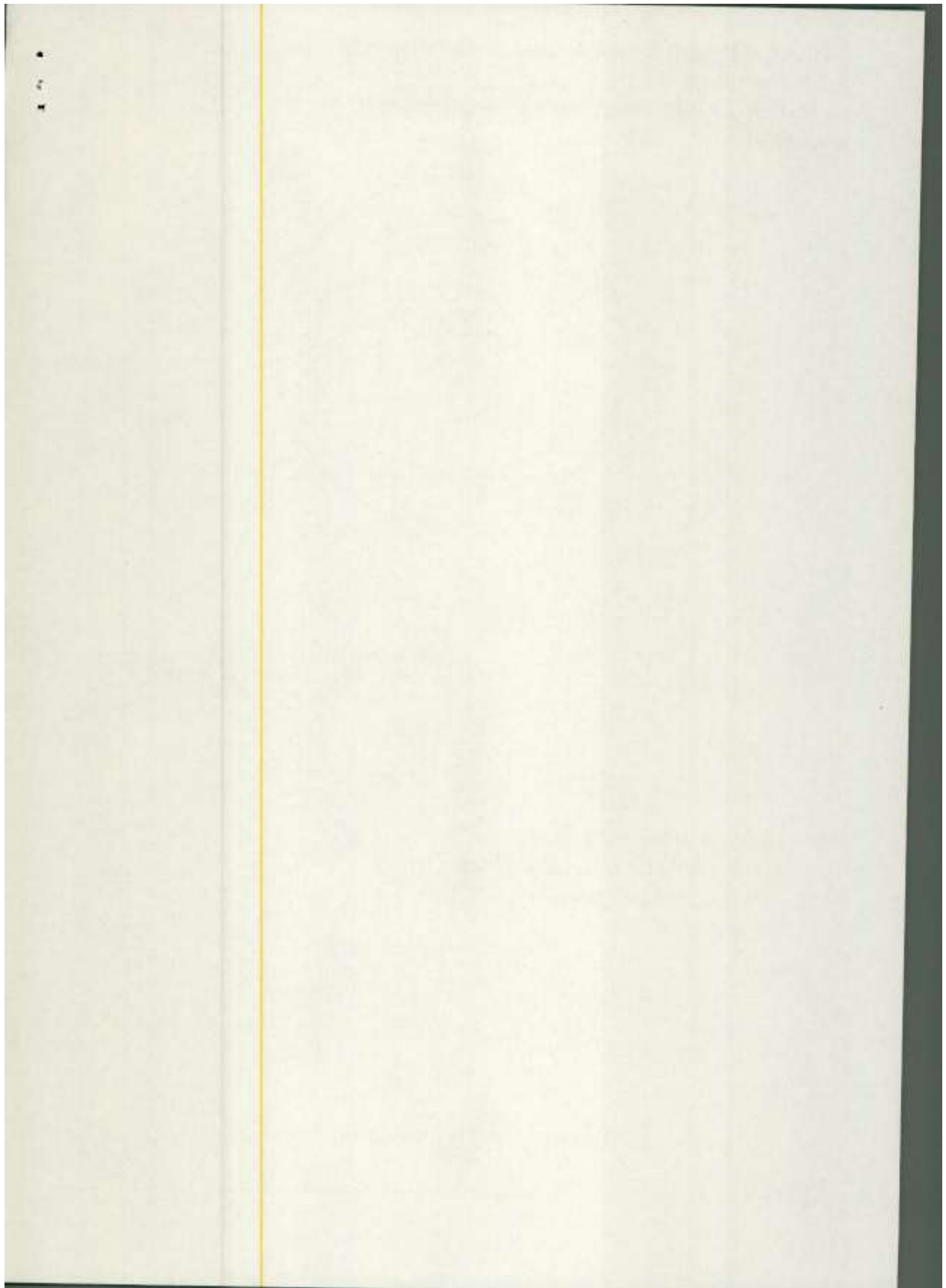
Abhijit Bera

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2016, Page from 63317 to 63346
being No 162902974 for the year 2016.



Digitally signed by ABHIJIT BERA
Date: 2016.09.02 10:54:07 +05:30
Reason: Digital Signing of Deed.

(Abhijit Bera) 9/2/2016 10:54:07 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)
