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

8/16/02  
10/24/15



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**AGREEMENT FOR DEVELOPMENT**

THIS AGREEMENT FOR DEVELOPMENT made this 6<sup>th</sup> day of July of Two Thousand Fifteen Between M/S RAJWADA GROUP, (PAN-AALFKS460J), a Partnership Firm, having its office at 26, Mahanaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its partners namely (1) MR. PARVEEN AGARWAL, (PAN- AGPPA1802M) (2) MR. BIKASH AGARWAL, (PAN-AHAPA8484B) (3) MR. RAJ KUMAR AGARWAL, (PAN- AHAPA8485A) all sons of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, all presently residing at "WINDSOR GREENS" Flat No. C/3A, 26, Mahanaya Mandir Road, Mahanayana, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by their authorised signatory MR. BIKASH AGARWAL, (PAN-AHAPA8484B), son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, By occupation- Business, presently residing at "WINDSOR GREENS" Flat No C/3A, 26, Mahanaya Mandir Road,

- 9 APR 2015

11649

No. ....Rs. 100/- Date.....

Name: Rajwada Developer

Address: 26, Mahamaya Mandir Road.

Vendor: .....

KO-84.

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol - 27

V. G. NO - 1147/T

Bikar Agari 2591  
6/7/15

Bikar Agari

- 2592

Tarun Kumar - 6 JUL 2015

- 2593

Rajkumar Agari - 6 JUL 2015



*[Signature]*  
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Identified by me  
Rachisatir Das  
Alipore Police Court, (Advocate) (A/310/1312/2009)  
Kol - 27

Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and/ or assigns) of The **ONE PART/FIRST PARTY**; AND **M/S.RAJWADA DEVELOPER**. (PAN- AARFR9646N), A Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, duly represented by its Partneres namly, 1) **SRI PARVEEN AGARWAL**, (PAN- AGPPA1802M) 2) **SRI BIKASH AGARWAL**, (PAN- AHAPA8484B) and 3) **SRI RAJ KUMAR AGARWAL**, (PAN- AHAPA8485A), all sons of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084 and also at "Narendra Baban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY**.

**WHEREAS** one M/S. MULTI PRINT became the absolute owner of the property measuring more or less 12 Cottahs 9 Chittaks 14 Sq.ft. in R.S. Dag Nos.1751, 1806, 1807, 1808, situate in Mouza-Kasumba, J.L. No.50, appertaining to R.S. Khatian No.1097 under P.S. Sonarpur, District-South 24 Parganas from one Smt. Sulochand Debi alias Sulochana Ahuja, registered at D.R. Alipore and recorded in Book No.I, Volume No.127, Page from 459 to 470, Being No.13362 for the Year 1991.

**AND WHEREAS** the said M/S. MULTI PRINT was in urgent need of money for bonafide reason and decided to sold the landed property measuring more or less 01 Cottah 01Chittak 37 Sq.ft. (the split up of the land being:- land measuring more or less 10 Chittaks 12 Sq.ft. of R.S. Dag No.1807, L.R. Dag No.1893 and land measuring more or less 7 Chittaks 25 Sq.ft. R.S. Dag No.1808, L.R. Dag No.1894) under R.S. Khatian No.1097, L.R. Khatian No.1717 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/s. Rajwada Group, registered at D.S.R.IV, Alipore and recorded in Book No.I, CD Volume No.15, Page from 2156 to 2169, Being No.02733 for the Year 2014.



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**AND WHEREAS** M/s. Rajwada Group, herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area more or less **01 Cottah 01Chittak 37 Sq.ft.** (the split up of the land being:- land measuring more or less 10 Chittaks 12 Sq.ft. of R.S. Dag No.1807, L.R. Dag No.1893 and land measuring more or less 7 Chittaks 25 Sq.ft. R.S. Dag No.1808, L.R. Dag No.1894) under R.S. Khatian No.1097, L.R. Khatian No.1717 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** one M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST became the absolute owners of the property measuring more or less 04 Bighas 11 Cottahs 09 Chittaks 29 Sq.ft. in L.R. Dag Nos.1751, 1806, 1807, 1808, corresponding to R.S. Dag Nos. 1833, 1834, 1892, 1893 & 1894 situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian Nos. 2438 & 1717, under P.S. Sonarpur, District-South 24 Parganas by virtue of three separate sale deeds from one Smt. Sulochand Debi alias Sulochana Ahuja, registered at D.R. Alipore and recorded in Book No. I, Volume No.127, Page from 459 to 470, Being No.13362 for the Year 1991 and from Sri Subrata Narayan Chowdhury and Sri Debashish Das Gupta jointly registered at D.R. Alipore and recorded in Book No. I, Volume No.87, Page from 315 to 329, Being No.4482 for the Year 1993 and also from Sri Subrata Narayan Chowdhury registered at D.R. Alipore and recorded in Book No. I, Volume No.190, Page from 114 to 127, Being No.10219 for the Year 1993.

**AND WHEREAS** M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST sold, transferred and conveyed the property out of the said premises in R.S. Dag Nos.1751 & 1808 of R.S. Khatian Nos. 1097 of Kusumba Mouza, J.L. No.50 on 20/7/1999 by through five separate sale deeds, registered at Sonarpur A.D.S.R. Office and recorded in Book No. I, being Nos. 4951, 4952, 4953, 4954 & 4955 for the year 1999 respectively.

**AND WHEREAS** after selling M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST became the absolute owners of the property measuring more or less



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70 Cottahs 07 Chittaks 24 Sq.ft. in R.S. Dag Nos.1751, 1806, 1807, 1808, corresponding to L.R. Dag Nos. 1833, 1834, 1892, 1893 & 1894 situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian Nos. 2438 & 1717, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas.

**AND WHEREAS** the said M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST was in urgent need of money for bonafide reason and decided to sold the landed property measuring more or less 17 Cottahs 08 Chittaks 25 Sq.ft. (the split up of the land being:- land measuring more or less 05 Cottahs 03 Chittaks 21 Sq.ft. out of 112 decimals of shali land in R.S. Dag No.1751, L.R. Dag No.1833 + land measuring more or less 01 Cottah 08 Chittaks out of 12 decimals of danga land in R.S. Dag No.1806, L.R. Dag No.1892 + land measuring more or less 10 Cottahs 06 Chittaks 19 Sq.ft. out of 21 decimals of danga land in R.S. Dag No.1807, L.R. Dag No.1893 + land measuring more or less 06 Chittaks 30 Sq.ft. out of 6 decimals of danga land in R.S. Dag No. 1808, L.R. Dag No. 1894) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/s. Rajwada Group, registered at A.D.S.R.Sonarpur and recorded in Book No.I, CD Volume No.5, Page from 1445 to 1462, Being No.01819 for the Year 2012.

**AND WHEREAS** the said M/S. MULTI PRINT and DEVELOPMENT FOUNDATION TRUST was in urgent need of money for bonafide reason and decided to sold the landed property measuring more or less 32 Cottahs 14 Chittaks 44 Sq.ft. (the split up of the land being:- land measuring more or less 29 Cottahs 07 Chittaks 21 Sq.ft. out of 112 decimals of shali land in R.S. Dag No.1751, L.R. Dag No.1833 + land measuring more or less 23 Cottah 07 Chittaks 23 Sq.ft. out of 54 decimals of danga land in R.S. Dag No.1752, L.R. Dag No.1834) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/s. Rajwada Group, registered at A.D.S.R.Sonarpur and recorded in Book No.I, CD Volume No.5, Page from 1463 to 1481, Being No.01809 for the Year 2012.

**AND WHEREAS** M/s. Rajwada Group, herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area more or less **17 Cottahs 08 Chittaks 25 Sq.ft.** (the split up of the land being:- land measuring more or less



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05 Cottahs 03 Chittaks 21 Sq.ft. out of 112 decimals of shali land in R.S. Dag No.1751, L.R. Dag No.1833 + land measuring more or less 01 Cottah 08 Chittaks out of 12 decimals of danga land in R.S. Dag No.1806, L.R. Dag No.1892 + land measuring more or less 10 Cottahs 06 Chittaks 19 Sq.ft. out of 21 decimals of danga land in R.S. Dag No.1807, L.R. Dag No.1893 + land measuring more or less 06 Chittaks 30 Sq.ft. out of 6 decimals of danga land in R.S. Dag No.1808, L.R. Dag No.1894) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kasumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, **AND ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area more or less **52 Cottahs 14 Chittaks 44 Sq.ft.** (the split up of the land being:- land measuring more or less 29 Cottahs 07 Chittaks 21 Sq.ft. out of 112 decimals of shali land in R.S. Dag No.1751, L.R. Dag No.1833 + land measuring more or less 23 Cottah 07 Chittaks 23 Sq.ft. out of 54 decimals of danga land in R.S. Dag No.1752, L.R. Dag No.1834) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES.**

**AND WHEREAS** DEVELOPMENT FOUNDATION TRUST became the absolute owners of the property measuring more or less 02 Bighas 14 Cottahs 11 Chittaks 35 Sq.ft. in R.S. Dag No.1751 corresponding to L.R. Dag No. 1833 situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian No. 2438 under P.S. Sonarpur, District-South 24 Parganas by virtue of two separate sale deeds from Sri Subrata Narayan Chowdhury and Sri Debashish Das Gupta jointly registered at D.R. Alipore and recorded in Book No. I, Volume No.87, Page from 315 to 329, Being No.4482 for the Year 1993 and also one from Sri Subrata Narayan Chowdhury registered at D.R. Alipore and recorded in Book No. I, Volume No.190, Page from 114 to 127, Being No.10219 for the Year 1993.

**AND WHEREAS** DEVELOPMENT FOUNDATION TRUST sold, transferred and conveyed the property out of the said premises in R.S. Dag Nos.1751 of R.S. Khatian Nos. 1097 of Kusumba Mouza, J.L. No.50 various sale deeds to various purchasers.

**AND WHEREAS** after selling DEVELOPMENT FOUNDATION TRUST became the absolute owners of the property measuring more or less 05 Cottahs 02 Chittaks 24 Sq.ft.



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in R.S. Dag Nos.1751 corresponding to L.R. Dag No. 1833, situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian No. 2438, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas.

**AND WHEREAS** the said DEVELOPMENT FOUNDATION TRUST was in urgent need of money for bonafide reason and decided to sold the landed property measuring more or less 05 Cottahs 02 Chittaks 24 Sq.ft. in R.S. Dag Nos.1751 corresponding to L.R. Dag No. 1833, situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian No. 2438, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas to the land Owner herein namely M/s. Rajwada Group, registered at D.S.R. IV, Alipore, and recorded in Book No.I, CD Volume No.15, Page from 2170 to 2184, Being No.02734 for the Year 2014.

**AND WHEREAS** M/s. Rajwada Group, herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area more or less **05 Cottahs 02 Chittaks 24 Sq.ft.** in R.S. Dag Nos.1751 corresponding to L.R. Dag No. 1833, situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian Nos. 2438, 1717, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** now the owner herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of land hereditament and premises containing by estimation an area of **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.** danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.** danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza-Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.



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**AND WHEREAS** the owners herein after acquiring the full and absolute right in the said premises duly applied for and got his name mutated in the records maintained in the office of the concerned BL & LRO and have been duly and punctually receiving, paying and discharging the rents, issues and other outgoings concerning and/or relating thereto and has been holding and possessing the **SAID PREMISES** without any interruption, obstruction or demur.

**AND WHEREAS** the owners with the intention of beneficial and profitable users of the **SAID PREMISES** hath approached the Developer with a proposal of development of the **SAID PREMISES** on Joint Venture Basis for mutual interest and benefit.

**AND WHEREAS** the owners have now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this joint venture agreement for further guidance concerning mutual rights and obligations.

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :-**

**NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH** as follows:

#### **ARTICLE -I**

#### **(DEFINITION)**

**OWNERS : M/S RAJWADA GROUP**, a Partnership Firm, having its office at 26, Mahamaya Mandir Road, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by its partners namely (1) **MR. PARVEEN AGARWAL** (2) **MR. BIKASH AGARWAL** (3) **MR. RAJ KUMAR AGARWAL** all sons of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, all presently residing at "**WINDSOR GREENS**" Flat No. C/3A, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South), represented by their authorised signatory **MR. BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, By occupation- Business, presently residing at "**WINDSOR GREENS**" Flat No. C/3A, 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084, Dist: 24 Parganas (South),

**DEVELOPER: M/S.RAJWADA DEVELOPER**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084, duly represented by its Partneres namly, 1) **SRI PARVEEN AGARWAL**, 2) **SRI BIKASH AGARWAL** and 3) **SRI RAJ KUMAR AGARWAL**, all sons of Late Rajendra Kumar Agarwal, by faith-Hindu, by Nationality- Indian, by occupation- Business,



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residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700084 and also at "Narendra Bhaban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103.

The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

1. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developer/Contractor for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developer/Contractor time to time.
2. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Sixth Schedule hereto.
3. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Fourth Schedule hereto.
4. **ARBITRATOR** shall mean such person or persons whom the Builder and Owner jointly may from time to time appoint as the Arbitrator for the Project.
5. **MUNICIPALITY** shall mean the Rajpur-Sonarpur Municipality and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
6. **LAND** shall mean the land comprised in the premises having an area of **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.** danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.** danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist-South 24 Parganas.




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7. **NEW BUILDING** shall mean and include the building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Rajpur Sonarpur Municipality at the costs of the Developer.
8. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water, water pump and motor, specific tank, Electric lines, Land, Boundary Walls, roof, main gate of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "D" herein below.
9. **OWNER'S ALLOCATION** : shall mean proportionate area of the M/S RAJWADA GROUP which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor which will be multiplied by 15% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.50,000/- (Rupees Fifty Thousand) only to the Owner from developer at the time of signing this agreement and Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only after the registration of this agreement which is adjustable.
10. **DEVELOPER'S ALLOCATION** shall mean Save and except M/S RAJWADA GROUP allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 85% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share 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 Owner shall have no right title interest or claim in any way whatsoever.
11. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by the Rajpur-Sonarpur Municipality and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any. Be it



  
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specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the Owner and in case of any Revised Plan also such approval has to be taken.

12. **PREMISES 76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.** danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.** danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza-Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, more fully described in the First Schedule hereto.
13. **PROJECT** shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit Owners.
14. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.
15. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/ or enjoyed by any Unit Owner and which is not the common portion.
16. **UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.
  - a) **MASCULINE GENDER** shall include the feminine and vice versa.
  - b) **SINGULAR** shall include the plural and vice versa.
17. **SUBMISSION OF THE DOCUMENTS** : at the time of agreement all the certify copy of original Deeds, tax receipt, documents, heirs certificate and all other related necessary papers shall be submitted by the owner to the Developer and against this submission the Developer issue a proper receipt to the land owner for his documents.



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These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs.

18. **SALEABLE SPACE** : shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the Owner's Allocation together with all proportionate common facilities and the space as required thereof.
19. **FORCE MAJURE**: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.
20. **TRANSFER**: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.
21. **TRANSFeree**: shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
22. **COVERED & BUILT UP AREA**: shall mean covered area the area multiplication of length & breadth of the flat or unit, measured wall to wall externally in both length & breadth side plus proportionate share of stair case with landing, plus proportionate shares of caretaker room & toilet (Service Area) plus proportionate share of ground floor stair and landing over this/these to arrive at covered area.
23. **PROJECT NAME**: The name of the project is "RAJWADA LAKEBLISS".

#### **ARTICLE-II COMMENCEMENT**

The agreement shall deem to have commenced with effect from the date of execution of these presents.

#### **ARTICLE – II**

#### **OWNER'S OBLIGATION**

- 2.1 The 'owners' have agreed to produce the original papers of the schedule land measuring about **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+(R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S.



  
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Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft**, danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft**, danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist-South 24 Parganas.

- 2.2 The 'owners' have agreed to make over possession of the said property now within his possession of the schedule land measuring about **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.**, danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.**, danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.**, danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.**, danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the 'developer' simultaneously with the execution of these presents and/or immediately on getting the clearance/sanction for construction of the proposed building from Rajpur Sonarpur Municipality and/or relevant Statutory Authority subject to the terms and conditions hereinafter contained.
- 2.3 Subject to the preceding clause, the 'Owners' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owners' share/allocation on the said property in accordance with the building plan which will be submitted by the Developer within 6 months from the date of this agreement that is subject to proper mutation of landowners in the Municipality and BL&LRO, to be sanctioned by the Rajpur Sonarpur Municipality within a stipulated period of 36 months from the date of obtaining permission for construction by the Authorized Officer, West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993.
- 2.4 If any litigation is found or any crucial papers are missing regarding the land then the land lords will be responsible but they will also have a chance to correct the papers within a reasonable time and if they fail to do so then they will return the advance money only without any interest.





- 2.5 Owners have to collect service tax on all flats they sold to any third party as per Government rate which they either have to give to developer and the developer will pay to Government or the land lords will pay directly to Government if they sell any flat to developer then developer will look after the service tax.
- 2.6 Owners have to pay Rs. 75,000/- as transformer charge, Rs. 2/- per sq.ft. for 12 months as maintenance charge from purchaser of their flats and the same has to be transferred to developer.

### ARTICLE – III

#### OWNER'S RIGHTS AND REPRESENTATIONS

- 3.1 The 'owners' is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land measuring about **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.** danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.** danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, more fully and particularly described in the Schedule 'A' hereunder written.
- 3.2 None other than the said 'owners' have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The said property is free from all encumbrances, charges, liens, mortgages, trusts, attachments, acquisitions/requisitions whatsoever and however.
- 3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.
- 3.5 The Developer as well as the Owners shall collect individual clearance Income Tax if required in respect of their individual allocation.
- 3.6 The owners have full right to execute the sale deed in favour of their purchasers from their/owners allocation.



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**ARTICLE-IV**  
**DEVELOPER/PROMOTER'S RIGHTS**

- 4.1. The 'developers' will hold possession of the said property as exclusive licensee and the 'developer' has got authority to construct a multistoried building on the said property in accordance with the sanctioned building plan.
- 4.2. If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'owner' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.
- 4.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'owner' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developer's allocation in the building in the manner hereafter stated.
- 4.4. The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.
- 4.5. The developer shall exclusively entitled to **DEVELOPER'S ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owners and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the **DEVELOPER'S ALLOCATION**.
- 4.6. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be slundered one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.
- 4.7. The owner will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the Owner after completion the construction work.
- 4.8. The owners have full right to execute the sale deed in favour of their purchasers from their/owners allocation.




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ARTICLE – V  
CONSIDERATION AND SPACE ALLOCATION

- 5.1. The 'developer/promoter' shall complete the construction of the said multistoried building within 36 months from the date of obtaining permission from the authorized officer of building.
- 5.2. The 'developer' shall on completion of the construction of the building put the owner in undisputed possession of the owner's share/allocation in the manner fully described in the schedule 'B' hereunder written together with all rights in common to the common portions and facilities.
- 5.3. The 'developer' shall be exclusively entitled to the developer's allocation in the building with the right to transfer or otherwise deal with or dispose of the same and the owners shall not interfere with or disturb quiet and peaceful possession of the developer's allocation provided that the 'developer' has complied with all terms conditions which are to be observed and performed by the developer/promoter under these presents. However such transfer of the developer's allocation is permissible after the developer shall put the owners the physical possession of the owners' allocated portion in the proposed building.
- 5.4. The owners shall be entitled to transfer and/or otherwise deal with the owner's allocation in the building.
- 5.5. In so far as necessary all dealings by the 'developer/promoter' in respect of the building shall be in the name of the owners for which purpose the owner have agreed to execute a power of attorney favoring the developer/promoter by these presents with clear understanding that such dealings shall not in any way fasten or create any financial liabilities upon the owner.
- 5.6. As soon as the new building shall be completed the **DEVELOPER** shall give written notice to the Owner for taking the vacant possession of the **OWNERS' ALLOCATION** in the new building as within mentioned and the Owner shall then take the possession in the said allocation of the **OWNERS** and since the date of receiving the such notice the **OWNERS** shall pay the proportionate taxes and maintenance cost for their allocation.
- 5.7. The **OWNERS** shall execute the deed of conveyance or conveyances in respect of the flats etc. together with undivided proportionate share of the land which shall come under the **DEVELOPER ALLOCATION** in favour of either the **DEVELOPER** and/or their nominee or nominees at the time of getting possession of the **OWNERS' ALLOCATION** or



  
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thereafter when call for. The cost of the Deed of Conveyance will be borne by the **DEVELOPER** and/or their nominee or nominees.

#### ARTICLE - VI

##### BUILDING

- 6.1 The developer shall at his own costs and expenses construct erect and complete a multistoried building on the said property within the time specified above in accordance with the sanctioned building plan with good and standard materials as may be specified by the Specification from time to time and owner's contribution would be in form of land **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.** danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.** danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas.
- 6.2 The 'developer' shall install and erect in the said multistoried building at his own costs and expenses all the facilities as are required to be provided in the multistoried building having self-contained apartment and constructed for sale of flats.
- 6.3 The 'developer' shall arrange for common meters of common spaces the costs of the same shall be borne by all the flat owners such as all the purchasers including the owner proportionately.
- 6.4 The 'developer' shall arrange for the undivided meters also in respect of all the flats thereon including the owner's allocation and at the cost of the respective occupiers.
- 6.5 The 'developer' shall be authorized in the name of the owner in so far as it necessary to apply for and obtain quotas entitlements and other allocation for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage, sewerage whatsoever to the said building and other inputs and for the construction or enjoyment of the building.



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- 6.6 The 'developer' shall at his own costs and expenses and without creating any financial or other liability on the owner construct and complete the said building including the owner's allocation in accordance with the building plan.
- 6.7 All costs, charges and expenses including municipal fees and architect fees shall be discharged by the developer/promoter during the period from the execution of this agreement till the completion of the construction of the said building and the owner shall bear no responsibility for such costs during the above-mentioned period.

**ARTICLE - VII**  
**COMMON FACILITIES**

- 7.1. The developer/promoter shall pay and bear all property taxes and other dues and outgoings in respect of the developer/promoter's share/allocation accrued on and from the date of handing over possession of the said property to the developer/promoter.
- 7.2 As soon as the building is completed, the developer/promoter shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the building and there being no dispute regarding the construction of the building in terms and conditions of this agreement and according to the specification and plan thereof and certificate of the Architect being produced to that effect then within fifteen days from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payment of Municipal and property taxes, rates, dues, duties and other public outgoings and impositions including maintenance charges whatsoever (hereinafter for the sake of brevity referred to as "The said Rates") payable in respect of the owner's allocation and the developer/promoter and/or the allottees/purchasers of the flats of the developer/promoter's share shall be responsible to pay the balance of the said rates.
- 7.3 The owner and the developer/promoter shall punctually and regularly pay for their respective allocation the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the developer/promoter and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them, as the case may be consequent upon a default by the owner and the developer/promoter on this behalf.
- 7.4 Notwithstanding anything contained herein before, it is agreed that until individual assessment of the respective flat is being made by the authority concerned the said rates



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will be borne by the individual flat-owners proportionately as per their respective flat area.

7.5 As and from the date of service of Notice of possession the owner shall be responsible to pay and bear and shall forthwith pay on demand to the developer/promoter, the service charges for the common facilities in the building in respect of the owner's allocation, full particulars of which have been set out in the schedule 'D' hereunder written.

7.6 The owner shall not do any act, deed or thing where by the developer/promoter shall be prevented from the construction and/or completion of the said building.

#### ARTICLE – VIII

#### OWNER'S FURTHER OBLIGATIONS

8.1. The owners hereby agree and covenant with the developer/promoter not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoter, if anything is not going against the spirit of this Agreement.

8.2 The owners hereby agree and covenant with the developer/promoter not to do any act, deed or thing whereby the developer/promoter may be prevented from selling, assigning and/or disposing of any of developer/promoter's allocation.

8.3 The owners hereby agree and covenant with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.

8.4 The owners hereby agree and covenant with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

8.5 That the owners shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from the Rajpur Sonarpur Municipality and shall attend all courts, offices, registration offices as and when the owner's presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid.



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**ARTICLE – IX**

**DEVELOPER/PROMOTER'S FURTHER OBLIGATION**

- 9.1. The developer/promoter hereby agrees and covenants with the owner to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developer/promoter the owner may consider and extend the completion period of the said construction on the said property.
- 9.2. The developer/promoter hereby agrees and covenants with the owner not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owner.
- 9.3. The developer/promoter hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owner are prevented from enjoying, selling, assigning and/or disposing of any of the owner's allocation on the building.
- 9.4. That the developer will be applied for CC within 4 months to the concern authority from hand over the possession to the owners.
- 9.5. That the developer pays unto the owners a sum of Rs.1, 50,000/- as adjustable amount which amount shall be refunded by the owners to the developer at the time of delivery of possession of the owners' allocated flats in the proposed building without any interest thereon alternatively the Owners shall release a flat in favour of the Developers towards the adjustment of security deposit Rs. 3200 per sq.ft.

**ARTICLE – X**

**FURTHER OBLIGATIONS MUTUALLY AGREED BY  
THE OWNER AND THE DEVELOPER/PROMOTER**

- 10.1. The owners agree and covenant with the developer/promoter that as soon as the owner's allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation, he will
- 10.2. take possession within seven days notice and without any disturbances or creating any problems provided the allocated portion are up to the entire satisfaction of the owner.
- 10.3. The owners agree and covenant with the developer/promoter that immediately after obtaining sanctioned plan from Rajpur Sonarpur Municipality they will hand over a peaceful possession of the existing building at 76 Cottahs 11 Chittaks 40 Sq.ft. be the



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same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft. shali**) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft. danga**)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft. danga**)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft. danga** + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft. danga**) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, for the demolition of the said building to the developer/promoter.

- 10.4. The owners agree and covenant that the developer/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.
- 10.5. That the developer shall have the option to develop the above property and to acquire adequate facilities the developer shall have the option to raise the construction of the proposed building by way of amalgamation of any adjoining property and the developer shall incur all costs and expenses for obtaining the order of amalgamation from the municipal authorities and the owners shall sign and execute all documents, forms, plans and such other formalities at the costs of the developer and the owners shall have no right to raise any objection on such account.
- 10.6. That the F.A.R. will be given to the owners as their proportionate ratio in each floor.

#### **ARTICLE – XI**

##### **OWNER'S INDEMNITY**

- 11.1. The owners hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

The **OWNERS** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the **DEVELOPER** even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident **OWNERS** shall not be held responsible and liable to pay any compensation for the same.



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- 11.2. The **OWNERS** hereby agree and covenant with the **DEVELOPER** not to do any act, deed or thing whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any of the **DEVELOPER** allocated portion in the building after completion of the new building.

**ARTICLE – XII**

**DEVELOPER/PROMOTER'S INDEMNITY**


- 12.1. The developer/promoter hereby undertakes to keep the owner indemnified from and against all third parties' claim and actions arising out of any part of act or commission of the developer/promoter in or relating to the construction of the said building.
- 12.2. The developer/promoter hereby indemnifies and keeps the owner indemnified from and against all actions, suits, costs, proceedings and claims and demands that may arise out of the developer/promoter's allocation with regard to the development of the said property and/or in the matter of the construction of the building and/or for any defect therein.

**ARTICLE – XIII**

**MISCELLANEOUS**

- 13.1. The owners and the developer/promoter have entered into this agreement purely for construction and nothing contained herein shall be deemed to construe as partnership between the developer/promoter and the owner or as a joint venture between the parties hereto constitute as an Association of persons and this arrangement is subject to production of the Death Certificate and original Deed of Conveyance as aforesaid.
- 13.2. It is understood that from time to time to facilitate the construction of the building by the developer/promoter various deed, matters and things, not herein specified may be required to be done by the developer/promoter and for which the developer/promoter may need the authority of the owner and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been herein, the owner hereby undertake to do all such acts, deeds, matters and things and the owner shall execute additional power of attorney and/or authorization as may be required by the developer/promoter for the purpose and the owner also undertake to sign and execute all such acts, deeds, matters and things if the same do not in any way infringe and/or effect the rights of the owner in respect of the said property and/or go against the spirit of this agreement.



  
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13.3 Any notice required to be given by the developer/promoter shall be deemed to have been served to the owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the developer/promoter, if delivered by hand or sent by prepaid registered post with acknowledgement due to the developer/promoter.

13.4 The developer/promoter and the owner with consultation with the other flat owners shall mutually frame scheme for the management and/or for the administration of the said building and/or common parts and facilities thereof.

13.5 The owners and the developer/promoter hereby agreed to abide by all the rules and regulations of such management/society/association/ organization and hereby give their consent to abide by the same.

#### ARTICLE – XIV

#### FORCE MAJEURE

14.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

14.2. Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

#### ARTICLE-XV

#### JURISDICTION

15. 1. The courts of Kolkata alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

#### SCHEDULE 'A' ABOVE REFERRED TO:

All that **76 Cottahs 11 Chittaks 40 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.1751, L.R. Dag No.1833, **39 Cottahs 13 Chittaks 21 Sq.ft.** shali) + (R.S. Dag No.1752, L.R. Dag No.1834, **23 Cottahs 07 Chittaks 23 Sq.ft.** danga)+( R.S. Dag No.1806, L.R. Dag No.1892, **01 Cottah 08 Chittaks 00 Sq.ft.** danga)+(R.S. Dag No.1807, L.R. Dag No.1893, **11 Cottahs 00 Chittaks 31 Sq.ft.** danga + R.S. Dag No.1808, L.R. Dag No.1894, **14 Chittaks 10 Sq.ft.** danga) under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, butied and bounded as follows: -



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**On the North:** by Dag No.1753 & 1751

**On the South:** by Dag No.1809 & 1810

**On the East:** by Dag No. 1775 & 1774

**On the West:** by Dag No.1750

**SCHEDULE 'B' ABOVE REFERRED TO:**

**(OWNERS' ALLOCATION)**

shall mean proportionate area of the M/S RAJWADA GROUP which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor which will be multiplied by 15% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.50,000/- (Rupees Fifty Thousand) only to the Owner from developer at the time of signing this agreement and Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only after the registration of this agreement which is adjustable.

**SCHEDULE "C" ABOVE REFERRED TO:**

**(DEVELOPER'S ALLOCATION)**

shall mean Save and except M/S RAJWADA GROUP allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 85% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share 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 Owner shall have no right title interest or claim in any way whatsoever.

**THIRD SCHEDULE REFERRED TO ABOVE**

**(Specification of Construction)**

**ANNEXURE-"X"**

1. The structure of the building will be rain forced concrete from structure.



District Sub-Registrar-IV  
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Registration Act, 1908  
All India, South 24 Parganas

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2. External brick wall will be 8"/10" thick.
3. Internal partition wall will be 5"/3".
4. All floors will be Tiles/maeble (2' x 2' marbel and internal wall surface will be plaster of paris.
5. Kitchen which would be finished with black stone on the top would be finished with Kajaria or bell type wall tiles upto 3' height.
6. Toilet wall will be glazed tiles upto 5'6" (from the floor one Indian Type pan one shower and two tap points to be to be provided in toilet.
7. There will be one white basin in dinning.
8. All electrical wiring will be conceal type, 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 point.
9. Internal plumbing works will be surface type and is of PVC pipe point.
10. External plumbing works will be surface type and is of PVC pipe  
lint
11. Rain water line will be also made of PVC pipe.
12. There will one tube well and overhead PVC tank.
13. Underground waste line will be of S.W. Pipe 4" dia.
14. All windows will be steel glass fitted with 10mm x 4mm grill.
15. All doors frames will be of 4" x 2.5" 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. Outside cement based paint coats.



  
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20. Mainline/main meter per flat Rs.

**AMENITIES AND FACILITIES OF THE TOTAL PROJECT PROVIDE BY  
THE DEVELOPER.**

1. A.C. COMMUNITY HALL.
2. MODERN CLUB HOUSE WITH GYMNASIUM,
3. CHILDRENS PLAY GROUND, if possible.
4. POWER BACK UP.
4. All the facilities of the new building will be enjoy by the owners.

**FOURTH SCHEDULE ABOVE REFERRED TO**

(The common Portion)

Entrance and exists to the premises and the new building

- i) Durwan's room/care takers room.
- ii) Boundary walls and gate of the premises
- iii) Staircase lobbies on the entire 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 anywhere 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, columns, beams, supports common passage etc.
2. WATER, PLUMBING, and DRAINAGE:-



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1. 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.
3. 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).
4. 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
6. Electrical installations for receiving electricity from supply. Supplier (WBSEDCL) and meter for receiving the supply.
7. Passage lift.
8. 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.

**FIFTH SCHEDULE ABOVE REFERRED TO**

(Covenants and common restrictions)

The owner and all unit owners shall always be strictly adhere to the following restrictions:-

The owner and/ or unit owners shall not do the following

1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.



District Sub-Registrar  
Ambari, P.O. No. 1234  
Registration Act 1908  
South 24 Parganas

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2. Violate any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
3. Injure, harm, or damage the common portion or any other units in the new building' by making any alteration or withdrawing any support or otherwise.
4. Alter any portion, elevation or colour scheme of the new building.
5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
6. Place or cause to be placed any article or object in the common portion.
7. Use any unit or any part thereof for any purpose other than the purpose meant for (Residential/ commercial)
8. Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(THE COMMON EXPENSES)

1. Maintenance :- All cost of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating



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District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Alinagar, West Bengal 24 Parganas

- 6 JUL 2019

- the common portions including the exterior or interior (but not inside any unit) walls
  - of the new building.
2. Maintenance of passenger lift elevator.
  3. Maintenance of Staff:- The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.
  4. Association :- Establishment and all other expenses of the Association including the formation, office and miscellaneous expenses.
  - 5. Common utilities :- All charges and deposits for suppliers of common utilities to the co-owners in common.
  6. Electricity: - electricity charges for the electrical energy consumed for the operation of common portions.
  - 7. Litigation: all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
  8. Rates and Taxes: - Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-owners.



District Sub-Registrar-IV  
Registrar 11/5 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

6 JUL 2015



IN WITNESS WHEREOF the parties hereto have put their signature on this 6<sup>th</sup> day of July month and year 2015 first above written.

WITNESSES :-

1. Entranil Bhattacharya  
Pratapgarh. 1col-103
2. Sumona Maitty  
B14/3 Banskroni  
Sonali park  
Kot - 70

*Billal Agarwal*  
As Lawfully Self & Constituted Attorney of  
Rajwada Group Partners  
1) Parveen Agarwal  
2) Rajkumar Agarwal

\_\_\_\_\_  
SIGNATURE OF THE OWNER

RAJWADA DEVELOPER  
*Parveen Agarwal*  
Partner

RAJWADA DEVELOPER RAJWADA DEVELOPER  
*Billal Agarwal* *Rajkumar Agarwal*  
Partner Partner

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted by :-  
*Rodhisatwa Ban*  
Alipore Judge's Court (F/1310/1312/2009)  
Kolkata- 700 027.



District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas  
= 6 JUL 2015

MEMO OF CONSIDERATION

RECEIVED from the within named Developer a sum of Rs. 50,000/- (Rupees Fifty Thousand) only as adjustable amount in the following manner :-

<u>DATE</u>	<u>CHEQUE No.</u>	<u>BANK</u>	<u>IN FAVOUR OF</u>	<u>AMOUNT</u>
	By cash			Rs. 50,000/-

-----  
Total Rs. 50,000/-  
-----

(Rupees Fifty Thousand only)

WITNESSES :-

1. Sudranil Bhattacharya  
Pratapsahi, 101-103

2. Sumana Maity  
B/14/3 Banskroni  
Sonali Park  
KOL-70

*Parveen Agarwal*  
As Lawfully Self & Constituted Attorney of  
Rajwada Group Partners  
1) Parveen Agarwal  
2) Rajkumar Agarwal

\_\_\_\_\_  
SIGNATURE OF THE OWNER



District Sub-Registrar-IV  
Regd. No. 57(2) of  
Registration Act 1908  
Office, South 24 Parganas

6 JUL 2015



Bill

Signature *Billal Agam*

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Asim

Signature *Asim Khan*

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Asim

Signature *Asim Khan*


	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand				
	right hand				

Name .....

Signature .....



  
District Sub-Registrar-IV  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas

6 JUL 2015



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	16041000106648/2015	Query Date	08/06/2015 5:22:34 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Bodhisatwa Basu		
Address	Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Advocate		
Other Details	Mobile No. : 9831528996		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 50,000/-]		
Set Forth value	Rs. 50,000/-	Total Market Value:	Rs. 4,92,33,171/-
Stampduty Payable	Rs. 75,021/-	Stampduty Article:-	48(g), 4, 53
Registration Fee Payable	Rs. 592/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 100/-
Mutation Fee Payable	DLRS server does not return any information		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

Tajwar M...  
Bilal...  
Raj... Agent





Land Details						
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	RS Plot No:- 1751, RS Khatian No:- 1097	39 Katha 13 Chatak 21 Sq Ft	10,000/-	2,50,10,602/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 24 Ft.,
Transfer of Property from Landlord To Developer						
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)		
L1	Mr Parveen Agarwal	M/s Rajwada Developer	21.9129 Dec	33.3333		
L1	Mr Rajkumar Agarwal	M/s Rajwada Developer	21.9129 Dec	33.3333		
L1	M/s Rajwada Group	M/s Rajwada Developer	21.9129 Dec	33.3333		
Land Details						
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	RS Plot No:- 1752, RS Khatian No:- 1097	23 Katha 7 Chatak 23 Sq Ft	10,000/-	1,53,57,485/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,
Transfer of Property from Landlord To Developer						
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)		
L2	Mr Parveen Agarwal	M/s Rajwada Developer	12.9082 Dec	33.3333		
L2	Mr Rajkumar Agarwal	M/s Rajwada Developer	12.9082 Dec	33.3333		
L2	M/s Rajwada Group	M/s Rajwada Developer	12.9082 Dec	33.3333		

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Land Details						
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1892 , LR Khatian No:- 1097	1 Katha 8 Chatak	10,000/-	9,90,000/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,
Transfer of Property from Landlord To Developer						
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)		
L3	Mr Parveen Agarwal	M/s Rajwada Developer	0.825 Dec	33.3333		
L3	Mr Rajkumar Agarwal	M/s Rajwada Developer	0.825 Dec	33.3333		
L3	M/s Rajwada Group	M/s Rajwada Developer	0.825 Dec	33.3333		
Land Details						
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L4	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1893 , LR Khatian No:- 1097	11 Katha 31 Sq Ft	10,000/-	72,88,417/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,
Transfer of Property from Landlord To Developer						
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)		
L4	Mr Parveen Agarwal	M/s Rajwada Developer	6.07368 Dec	33.3333		
L4	Mr Rajkumar Agarwal	M/s Rajwada Developer	6.07368 Dec	33.3333		
L4	M/s Rajwada Group	M/s Rajwada Developer	6.07368 Dec	33.3333		

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Land Details						
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L5	District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1894 LR Khatian No:- 1097	14 Chatak 10 Sq Ft	10,000/-	5,86,667/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,
Transfer of Property from Landlord To Developer						
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)		
L5	Mr Parveen Agarwal	M/s Rajwada Developer	0.488889 Dec	33.3333		
L5	Mr Rajkumar Agarwal	M/s Rajwada Developer	0.488889 Dec	33.3333		
L5	M/s Rajwada Group	M/s Rajwada Developer	0.488889 Dec	33.3333		

Landlord Details			
Name & Address ( Organization )	Status	Execution And Admission Details	Other Details
Mr Parveen Agarwal Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Individual	Executed by: Attorney,	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGPPA1802M.
Mr Rajkumar Agarwal Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Individual	Executed by: Attorney,	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8485A.
M/s Rajwada Group 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Organization	Executed by: Representative,	PAN No. AALFR5460J.



Attorney Details			
Attorney Name & Address	Other Details	Execution And Admission Details	Attorney of
Mr Bikash Agarwal Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700084	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8484B,		Mr Parveen Agarwal, Mr Rajkumar Agarwal

Representative Details			
Representative Name & Address	Other Details	Execution And Admission Details	Representative of
Mr Bikash Agarwal, Authorised Signatory Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8484B,		M/s Rajwada Group

Developer Details			
Name & Address ( Organization )	Status	Execution And Admission Details	Other Details
M/s Rajwada Developer  26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Organizatio n	Executed by: Representative,	PAN No. AARFR9646N,





Representative Details			
Representative Name & Address	Other Details	Execution And Admission Details	Representative of
Shri Bikash Agarwal, Developer/partner Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8484B,		M/s Rajwada Developer
Shri Parveen Agarwal, Developer/partner Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGPPA1802M,		M/s Rajwada Developer
Shri Raj Kumar Agarwal, Developer/partner Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24- Parganas, West Bengal, India, PIN - 700084	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8485A,		M/s Rajwada Developer

Identifier Details		
Identifier Name & Address	Other Details	Identifier of
Shri Bodhisatwa Basu Son of Shri Pradip Kr Basu Alipore Police Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Bikash Agarwal, Mr Bikash Agarwal, Shri Parveen Agarwal, Shri Bikash Agarwal, Shri Raj Kumar Agarwal





Bank Details
Bank details have not been supplied

**For Information only**

Land Details as per Land Record			
Sch No.	Property Location	Plot No & Khatian No / Road Zone	Details of Land
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	RS Plot No:- 1751, RS Khatian No:- 1097	DLRS Server does not return any information about RS Plo
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	RS Plot No:- 1752, RS Khatian No:- 1097	DLRS Server does not return any information about RS Plo
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1892, LR Khatian No:- 1097	Communication Failur
L4	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1893, LR Khatian No:- 1097	Communication Failur
L5	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1894, LR Khatian No:- 1097	Communication Failur

**Note:**

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment only. Assessed market value is valid for 44 days.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. This e-Assessment report is to be signed by all Sellers and Buyers.

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6. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
7. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).  
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
8. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
9. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

  
(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV  
SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal

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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16041000106648/2015










I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Bikash Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Attorney of Land Lord [Mr Parveen Agarwal]			
1	Mr Bikash Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Attorney of Land Lord [Mr Rajkumar Agarwal]			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Bikash Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Land Lord [M/s Rajwada Group ]			





I. Signature of the Person(s) admitting the Execution at Private Residence.


SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Shri Parveen Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur- sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Represent ative of Developer [M/s Rajwada Developer ]			
4	Shri Bikash Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur- sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Represent ative of Developer [M/s Rajwada Developer ]			
5	Shri Raj Kumar Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur- sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Represent ative of Developer [M/s Rajwada Developer ]			

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Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Shri Bodhisatwa Basu Son of Shri Pradip Kr Basu Alipore Police Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Mr Bikash Agarwal, Mr Bikash Agarwal, Shri Parveen Agarwal, Shri Bikash Agarwal, Shri Raj Kumar Agarwal	

  
 (Pradip Misra)  
 DISTRICT SUB-  
 REGISTRAR  
 OFFICE OF THE D.S.R. -  
 IV SOUTH 24-PARGANAS  
 South 24-Parganas, West  
 Bengal



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

BIKASH AGARWAL  
RAJENDRA KUMAR AGARWAL  
30/05/1982

Permanent Account Number  
AHAPA8484B

  
Signature





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PARVEEN AGARWAL

RAJENDRA KUMAR AGARWAL

31/01/1981  
Permanent Account Number  
AGPPA1802M

*Parveen Agarwal*  
Signature



04/05/2011







आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

राजकुमार अग्रवाल  
RAJKUMAR AGARWAL

राजेंद्र कुमार अग्रवाल  
RAJENDRA KUMAR AGARWAL

01/02/1985

पेशेवर खाते संख्या  
AHAPA8485A

हस्ताक्षर

Signature





### Seller, Buyer and Property Details

#### A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mr Parveen Agarwal Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGPPA1802M, Status : Self</p>
2	<p>Mr Rajkumar Agarwal Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8485A, Status : Self Represented by their ( 1-2 ) constituted attorney as given below:-</p>
1-2 (1)	<p>Mr Bikash Agarwal Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O:- Garia, P.S:- Sonarpur, Rajpur-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 Date of Execution : 06/07/2015 Date of Admission : 06/07/2015 Place of Admission of Execution : Pvt. Residence</p>
3	<p>M/s Rajwada Group 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700084 PAN No. AALFR5460J, Status : Organization Represented by representative as given below:-</p>



**Land Lord Details**

SL No.	Name, Address, Photo, Finger print and Signature
3(1)	<p>Mr Bikash Agarwal, Authorised Signatory Son of Late Rajendra Kr Agarwal 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-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 Date of Execution : 06/07/2015 Date of Admission : 06/07/2015 Place of Admission of Execution : Pvt. Residence</p>



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>M/s Rajwada Developer  26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700084  PAN No. AARFR9646N,  Status : Organization  Represented by representative as given below:-</p>
1(1)	<p>Shri Parveen Agarwal, Developer/partner  Son of Late Rajendra Kr Agarwal  26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700084  Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGPPA1802M,  Status : Representative  Date of Execution : 06/07/2015  Date of Admission : 06/07/2015  Place of Admission of Execution : Pvt. Residence</p>
(2)	<p>Shri Bikash Agarwal, Developer/partner  Son of Late Rajendra Kr Agarwal  26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-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  Date of Execution : 06/07/2015  Date of Admission : 06/07/2015  Place of Admission of Execution : Pvt. Residence</p>
(3)	<p>Shri Raj Kumar Agarwal, Developer/partner  Son of Late Rajendra Kr Agarwal  26 Mahamaya Mandir Rd Mahamayatala Garia, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700084  Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8485A,  Status : Representative  Date of Execution : 06/07/2015  Date of Admission : 06/07/2015  Place of Admission of Execution : Pvt. Residence</p>

#### B. Identifier Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature





Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Shri Bodhisatwa Basu Son of Shri Pradip Kr Basu Alipore Police Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Bikash Agarwal, Mr Bikash Agarwal, Shri Parveen Agarwal, Shri Bikash Agarwal, Shri Raj Kumar Agarwal	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	RS Plot No:- 1751 , RS Khatian No:- 1097	39 Katha 13 Chatak 21 Sq Ft	10,000/-	2,50,10,602/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 24 Ft.,
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	RS Plot No:- 1752 , RS Khatian No:- 1097	23 Katha 7 Chatak 23 Sq Ft	10,000/-	1,53,57,485/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	LR Plot No:- 1892 , LR Khatian No:- 1097	1 Katha 8 Chatak	10,000/-	9,90,000/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,
L4	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	LR Plot No:- 1893 , LR Khatian No:- 1097	11 Katha 31 Sq Ft	10,000/-	72,88,417/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L5	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 1894 LR Khatian No:- 1097	14 Chatak 10 Sq Ft	10,000/-	5,86,667/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 24 Ft.,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	M/s Rajwada Group	M/s Rajwada Developer	21.9129	33.3333
	Mr Parveen Agarwal	M/s Rajwada Developer	21.9129	33.3333
	Mr Rajkumar Agarwal	M/s Rajwada Developer	21.9129	33.3333
L2	M/s Rajwada Group	M/s Rajwada Developer	12.9082	33.3333
	Mr Parveen Agarwal	M/s Rajwada Developer	12.9082	33.3333
	Mr Rajkumar Agarwal	M/s Rajwada Developer	12.9082	33.3333
L3	M/s Rajwada Group	M/s Rajwada Developer	0.825	33.3333
	Mr Parveen Agarwal	M/s Rajwada Developer	0.825	33.3333
	Mr Rajkumar Agarwal	M/s Rajwada Developer	0.825	33.3333
L4	M/s Rajwada Group	M/s Rajwada Developer	6.07368	33.3333
	Mr Parveen Agarwal	M/s Rajwada Developer	6.07368	33.3333
	Mr Rajkumar Agarwal	M/s Rajwada Developer	6.07368	33.3333
L5	M/s Rajwada Group	M/s Rajwada Developer	0.488889	33.3333
	Mr Parveen Agarwal	M/s Rajwada Developer	0.488889	33.3333
	Mr Rajkumar Agarwal	M/s Rajwada Developer	0.488889	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Bodhisatwa Basu
Address	Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate



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

Endorsement For Deed Number : I - 160405301 / 2015

Query No/Year	16041000106648/2015	Serial no/Year	1604005514 / 2015
Deed No/Year	I - 160405301 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Bikash Agarwal	Presented At	Private Residence
Date of Execution	06-07-2015	Date of Presentation	06-07-2015

Remarks

On 06/07/2015

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

Presented for registration at 22:31 hrs on : 06/07/2015, at the Private residence by Mr Bikash Agarwal ..

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

Execution is admitted on 06/07/2015 by

Mr Bikash Agarwal, Authorised Signatory, M/s Rajwada Group , 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

Identified by Shri Bodhisatwa Basu, Son of Shri Pradip Kr Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 06/07/2015 by

Shri Parveen Agarwal, Developer/partner, M/s Rajwada Developer , 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

Identified by Shri Bodhisatwa Basu, Son of Shri Pradip Kr Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 06/07/2015 by

Shri Bikash Agarwal, Developer/partner, M/s Rajwada Developer , 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

Identified by Shri Bodhisatwa Basu, Son of Shri Pradip Kr Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 06/07/2015 by

Shri Raj Kumar Agarwal, Developer/partner, M/s Rajwada Developer , 26 Mahamaya Mandir Rd Mahamayatala Garia, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, ..

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India, PIN - 700084

Identified by Shri Bodhisatwa Basu, Son of Shri Pradip Kr Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

**Executed by Attorney**

Execution by

1. Mr Bikash Agarwal, 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084 as the constituted attorney of

1. Mr Parveen Agarwal, 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

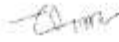
2. Mr Parveen Agarwal, 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

3. Mr Rajkumar Agarwal, 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

4. Mr Rajkumar Agarwal, 26 Mahamaya Mandir Rd Mahamayatala Garia, Flat No: C/3a, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084

Identified by Shri Bodhisatwa Basu, Son of Shri Pradip Kr Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

is admitted by him



(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 08/06/2015

**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 4,92,33,171/-



(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal





On 10/07/2015

**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), 4, 53 of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 592/- ( B = Rs 539/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 592/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 74,930/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 11649, Purchased on 09/04/2015, Vendor named Subhankar Das.

**Description of Draft**

1. Rs 16,550/- is paid, by the Draft(other) No: 002362000384, Date: 08/05/2015, Bank: STATE BANK OF INDIA (SBI), MAHAMAYATALA.
2. Rs 30/- is paid, by the Draft(other) No: 002708000384, Date: 09/07/2015, Bank: STATE BANK OF INDIA (SBI), MAHAMAYATALA.
3. Rs 51,350/- is paid, by the Draft(other) No: 002684000384, Date: 06/07/2015, Bank: STATE BANK OF INDIA (SBI), MAHAMAYATALA.
4. Rs 7,000/- is paid, by the Draft(other) No: 002363000384, Date: 08/05/2015, Bank: STATE BANK OF INDIA (SBI), MAHAMAYATALA.

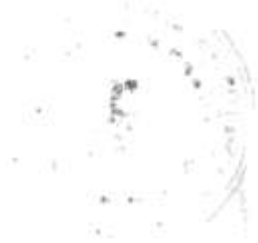


(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2015, Page from 33887 to 33941

being No 160405301 for the year 2015.



*Tridip Misra*

Digitally signed by TRIDIP MISRA  
Date: 2015.07.20 17:18:23 -07:00  
Reason: Digital Signing of Deed.

(Tridip Misra) 20/07/2015 17:18:22  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)