

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of Two
Thousand Eighteen (2018)

BETWEEN

1) JITEN COMMERCIAL PRIVATE LIMITED (PAN- AAACJ7335G), 2) KRISTON MERCHANTS PRIVATE LIMITED (PAN- AABCK2317G), 3) RAJWADA DEVELOPERS PRIVATE LIMITED (PAN - AAECR6254Q), all three companies registered under the Companies Act, 1956, all having their registered office at 26, Mahamaya Mandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, duly represented by its Authorized Signatory namely **BIKASH AGARWAL** by virtue of Board Resolution dated 27.01.2016, **4) SRI PARVEEN AGARWAL (PAN - AGPPA1802M)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, **5) SMT. SARALA AGARWAL, (PAN - ACXPA0964A)**, wife of Late Rajendra Kumar Agarwal, by occupation- Business, **6) SRI RAJKUMAR AGARWAL, (PAN- AHAPA8485A)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, No. 4-6 are represented by their Constituted Attorney and for self **7) SRI BIKASH AGARWAL, (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, by virtue of a General Power of Attorney which was duly registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1, Pages from 217 to 226, Being No. 00019 for the year 2015, No. 4-7 are residing at 26, Mahamaya Mandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, **8) MR. HASMUKH PAREKH, (PAN - AFTPP2385R), 9) MR. JAYSUKH PAREKH, (PAN - AFGPP4149C)**, both are sons of Shantilal Parekh, **10) MR. MEHUL PAREKH, (PAN - AIDPP5714F)**, son of Mr. Jaysukh Parekh and **11) MR. NIKHIL PAREKH, (PAN - AKJPP5964B)**, son of Mr. Hasmukh Parekh, No. 8-11 by occupation- Business, all are residing at 5/1, Russel Street, P.S. Shakespear Sarani, Kolkata- 700 071, all by faith- Hindu, by Nationality- Indian, No. 8) to 11) represented by their constituted Attorney **M/S. RAJWADA DEVELOPER, (PAN - AARFR9646N)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, represented by its authorized signatory said No. **7) SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by virtue of a Development Power of Attorney which was registered on 02/04/2015 before the office of the D.S.R.- IV at Alipore vide Deed No. 3012 for the year 2015, hereinafter called and referred to as the **“OWNERS/VENDORS”** (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART.**

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M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (PAN - AGPPA1802M)**, **(2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B)** and **(3) SRI RAJ KUMAR AGARWAL, (PAN- AHAPA8485A)**, all are sons of Late Rajendra Kumar Agarwal, all are by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084 and also at “Narendra Bhaban”, Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, represented by their Constituted Attorney **SRI BIKASH AGARWAL, (PAN - AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, by virtue of a General Power of Attorney which was duly registered on 03/08/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, Volume No. 1629 – 2015, Pages from 1590 to 1601, Being No. 000297 for the year 2015, residing at 26, Mahamaya Mandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084 hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART.**

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MR. /MRS. (PAN -), wife/son/daughter of, by occupation –, by faith-, by Nationality-, residing at, hereinafter referred to as the ‘**PURCHASER/S**’ (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS the aforesaid Owners/First Party no. 8) to 11) with one Sri Joydeep Majumder, son of Late Manik Majumder purchased **ALL THAT** piece and parcel of land measuring more or less **06 Cottahs 08 Chittak 10 Sq.ft.** (the split up of the land being :- 2 Cottahs 9 Chittaks in R.S. Dag No. 3178 under R.S. Khatian No. 491 and 1 Chittak 10 Sq.ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419 and 2 Chittaks in R.S. Dag No. 3175 under R.S. Khatian No. 492 and 3 Cottahs 12 Chittaks in R.S. Dag No. 3182 under R.S. Khatian No. 492 respectively) lying and situate at Mouza- Barhansfartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 under P.S. Sonarpur, District South 24-Parganas from the then owner Sri Ashoke Kumar Roy, son of Sri Radhika Ranjan Roy of 12/1, Mahendra Roy Lane, P.S. Karaya, Kolkata- 700 046, which was duly

registered on 22/06/2007 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. I, Volume No. 1, Pages from 1 to 19, Being No. 07485 for the year 2007. It was clearly stated that said Land Owners herein purchased undivided 75% and said Joydeep Majumder purchased undivided 25% out of the said land measuring more or less **6 Cottahs 8 Chittaks 10 Sq. ft.**

AND WHEREAS thus by virtue of the aforesaid Deed said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners herein became the absolute joint owners of the land measuring more or less **04 Cottahs 14 Chittaks 7.5 Sq. ft.** and the said Joydeep Majumder became the absolute owner of the land measuring more or less **1 Cottah 10 Chittaks 2.5 Sq.ft.** out of the aforesaid purchased land measuring more or less 6 Cottahs 8 Chittaks 10 Sq. ft.

AND WHEREAS said Joydeep Majumder while had been enjoying his aforesaid purchased landed property measuring more or less **01 Cottah 10 Chittaks 2.5 Sq. ft.** sold, conveyed and transferred the same unto and in favour of said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners herein by and under a Deed of Sale which was executed on 16/04/2010 and duly registered on 25/05/2010 before the office of the A.R.A.- I at Kolkata and recorded in its Book No. 1, CD. Volume No. 13, Pages from 2534 to 2548, being No. 05079 for the year 2010.

AND WHEREAS by virtue of a registered Deed of Sale on 19/05/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 16, Pages from 5983 to 5997, being No. 05758 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Danga land measuring more or less **02 Cottahs 15 Chittaks 06 Sq.ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3182 appertaining to R.S. Khatian Nos. 491 & 492, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Sri Asit Kumar Roy, son of Radhika Ranjan Roy of 12/1, Mahendra Roy Lane, P.S. formerly Beniapukur at present Topsia, Kolkata- 700 046.

AND WHEREAS by virtue of a registered Deed of Sale on 27/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 138 to 153, being No. 011183 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Danga land measuring more or less **06 Cottahs 11 Chittaks** (the split up of the land being :- 02 Cottahs 11 Chittaks 05 Sq. ft. in R.S. Dag No. 3182 appertaining to R.S. Khatian No. 492 and 03 Cottahs 15 Chittaks 40 Sq.ft. in R.S. Dag No. 3184

appertaining to R.S. Khatian No. 604) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3182 & 3184 appertaining to R.S. Khatian Nos. 492 & 604, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owners Sri Kartick Chandra Naskar, Smt. Anita Naskar, Kumari Sandhita Naskar and Kumari Piu Naskar of Barhans Fartabad (Purba), P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 27/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 154 to 167, being No. 011184 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Danga land measuring more or less **03 Chittaks 28 Sq.ft.** lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3185 appertaining to R.S. Khatian No. 263, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Narendra Nath Naskar, Shyamal Naskar & Rabin Naskar of Barhans Fartabad, P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 29/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 2441 to 2454, being No. 011323 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **02 Cottahs 09 Chittaks 30 Sq. ft.** (the split up of the land being :- 1 Cottah 11 Chittaks 30 Sq.ft. Danga land in R.S. Dag No. 3187 appertaining to R.S. Khatian No. 422, 8 Chittaks Danga land in R.S. Dag No. 3175 appertaining to R.S. Khatian No. 492, 06 Chittaks Bastu land in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419) lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3187, 3175 & 3186 appertaining to R.S. Khatian Nos. 422, 492 & 419, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Lakshman Chandra Naskar of Barhans Fartabad, P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 29/09/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 2394 to 2408, being No. 011319 for the year 2010 one Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **03 Cottah 08 Chittaks** (the split up of the land being :- 01 Cottah 06 Chittaks Danga land in R.S. Dag No. 3175 appertaining to R.S. Khatian No. 492, 01 Cottah 14 Chittaks Danga land in R.S.

Dag No. 3176 appertaining to R.S. Khatian No. 419, 4 Chittaks Danga land in R.S. Dag No. 3178 appertaining to R.S. Khatian No. 491) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3175, 3176 & 3178 appertaining to R.S. Khatian Nos. 492, 419 & 491, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Ramchandra Naskar of Barhans Fartabad, P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 04/10/2010, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 28, Pages from 4815 to 4829, being No. 011508 for the year 2010 one Rajendra Kumar Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of land measuring more or less **02 Cottahs** (the split up of the land being :- 01 Cottah 02 Chittaks Bastu land in R.S. Dag No. 3185 appertaining to R.S. Khatian No. 263, 14 Chittaks Bastu land in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3185, 3186 appertaining to R.S. Khatian Nos. 263 & 419, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Shantanu Halder of Garia Station Road, Tentulberia, P.S. Sonarpur, Kolkata- 700 084, District South 24-Parganas.

AND WHEREAS by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1683 to 1699, Being No. 014893 for the year 2012, one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri Rajendra Kumar Agarwal as a Self and also as a Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **04 Cottahs** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3174 appertaining to R.S. Khatian No. 153, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Rajesh Kumar Jain of BH/117, Sector-II, P.S. Bidhannagar, Salt Lake, Kolkata- 700 091.

AND WHEREAS by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1641 to 1661, being No. 014895 for the year 2012, one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri Rajendra Kumar Agarwal as a Self and also as a Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **11.838 decimals 07 Cottah 02 Chittack 26 Sq. ft.** (the split up of the

land being :- 6.015 decimals in R.S. Dag Nos. 3171 appertaining to R.S. Khatian No. 152 and 5.823 decimals in R.S. Dag No. 3173 appertaining to R.S. Khatian No. 152) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171 & 3173 appertaining to R.S. Khatian No. 152, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner M/s. BI STEELWORTH PVT. LTD., M/S. CREATIVE SOLUTIONS PVT. LTD. Self & represented by its Director Mr. RAVI CHURIWALA, MRS. NISHI CHURIWALA.

AND WHEREAS by virtue of a registered Deed of Sale on 14/12/2012, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 39, Pages from 1662 to 1682, being No. 014894 for the year 2012 one Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal and Sri. Rajendra Kumar Agarwal as a Self and also as a Authorised Signatory of Jiten Commercial Pvt. Ltd., Kriston Merchants Pvt. Ltd., Rajwada Developers Pvt. Ltd. jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **15.162 decimals 09 Cottah 02 Chittacks 34 Sq. ft.** (the split up of the land being :- 4.985 decimals in R.S. Dag No. 3171 appertaining to R.S. Khatian No. 152 and 10.177 decimals in R.S. Dag No. 3173 appertaining to R.S. Khatian No. 152) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171 & 3173 appertaining to R.S. Khatian No. 152, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Tribhuban Construction Pvt. Ltd. of 158, Lenin Sarani, P.S. Taltala, Kolkata- 700 013.

AND WHEREAS by virtue a registered Deed of Sale on 19/08/2013, before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. I, CD Volume No. 23, Pages from 3894 to 3910, being No. 010080 for the year 2013 one Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal jointly purchased **ALL THAT** piece and parcel of Bastu land measuring more or less **02 Cottahs 11 Chittaks 25 Sq. ft.** (the split up of the land being :- 1 Cottah 8 Chittaks 9 Sq.ft. in R.S. Dag No. 3174 appertaining to R.S. Khatian No. 153 and 1 Cottah 3 Chittaks 16 Sq.ft. in R.S. Dag No. 3177 appertaining to R.S. Khatian No. 604) lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3174, 3177 appertaining to R.S. Khatian Nos. 153, 604, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur District South 24-Parganas from the then lawful owner Joydeep Majumder of 42/217, New Ballygunge Road, P.S. Kasba, Kolkata- 700 039.

AND WHEREAS by virtue of the aforesaid ten separate Deeds the said Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal became the joint owners of **ALL THAT** piece and parcel of land measuring more or less **41 Cottah 14 Sq. ft.** lying and

situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas and jointly enjoying the same by paying rents and taxes to the authority concerned regularly.

AND WHEREAS MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH, the aforesaid Owners no. 8) to 11) desiring to develop the area measuring more or less **03 Cottah 12 Chittaks** from R.S. Dag No. 3182 and **02 Cottah 12 Chittaks 10 Sq. ft.** from R.S. Dag No. 3178, 3186, 3175 i.e. in total **06 Cottah 08 Chittaks 10 Sq. ft.** with a view to develop the aforesaid land premises after demolishing the existing structure and to have a new construction made on the land of the premises in accordance with a sanctioned plan to be obtained from the Rajpur-Sonarpur Municipality, executed two separate Development Agreements both registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another one was recorded in Book No. I, CD Volume No. 21, Pages from 10548 to 10566, Being No. 11356 for the year 2013 between **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH and MR. NIKHIL PAREKH**, the Owners no. 8) to 11) herein and one **“M/S. RAJWADA GROUP”**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, **(1) RAJENDRA KUMAR AGARWAL** (since deceased), son of Late Bhagirath Mal Agarwal, **(2) SRI PARVEEN AGARWAL, (3) SRI BIKASH AGARWAL and (4) SRI RAJ KUMAR AGARWAL**, 2-4 are sons of Rajendra Kumar Agarwal (since deceased), all by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata-700 084 District South 24-Parganas, with the terms as mentioned therein and the Owners herein also executed and registered two Development Power of Attorneys on 11th day of December, 2013 before the office of the A.R.A.-III at Kolkata and recorded in Book No. IV, CD Volume No. 13, Pages from 1704 to 1714, Being No. 08730 for the year 2013 and another in Book No. IV, CD Volume No. 13, Pages from 1693 to 1703, Being No. 08729 for the year 2013 unto and in favour of said **RAJENDRA KUMAR AGARWAL** (since deceased), son of Late Bhagirath Mal Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, District South 24-Parganas, one of the Partner of the said Partnership Firm **“M/S. RAJWADA GROUP”**.

AND WHEREAS one of the Partner and authorized signatory of the said **“M/S. RAJWADA GROUP”** namely **RAJENDRA KUMAR AGARWAL**, died

intestate on 01/01/2015 and after such death of said Rajendra Kumar Agarwal the aforesaid Power of Attorney Nos. 08730 & 08729 for the year 2013 was automatically cancelled and the said Partnership Firm “**M/S. RAJWADA GROUP**”, reconstituted the said partnership firm and thereafter the said **M/S. RAJWADA GROUP**, represented by its authorized signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, cancelled the said two Development Agreements which were executed and registered on 11th day of December, 2013, before the office of the A.R.A.-I at Kolkata and recorded in its Book No. I, CD Volume No. 21, Pages from 10529 to 10547, Being No. 11355 for the year 2013 and another was recorded in Book No. I, CD Volume No. 21, Pages from 10548 to 10566, being No. 11356 for the year 2013 and the cancellation/revocation of said Development Agreement was registered on 02/04/2015 before the office of the D.S.R.- IV at Alipore and recorded in Book No. 1, CD Volume No. 10, Pages from 5695 to 5705, Deed No. 3008 for the year 2015.

AND WHEREAS as said Rajendra Kumar Agarwal (since deceased), Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal while had been jointly enjoying the aforesaid property, Rajendra Kumar Agarwal died intestate on 01/01/2015 leaving behind his wife Smt. Sarala Agarwal and three sons namely Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal as his legal heirs and successors who jointly got the 1/4th share of the aforesaid property i.e. more or less 8 Cottahs 01 Chittaks 11.25 Sq. ft. left by said deceased Rajendra Kumar Agarwal.

AND WHEREAS by virtue of inheritance from Late Rajendra Kumar Agarwal said Smt. Sarala Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal became the joint owners of the land measuring more or less **8 Cottahs 1 Chittaks 11.25 Sq. ft.** together with more or less 200 Sq. ft. Tile shed structure and each having undivided 1/4th share i.e. more or less 02 Cottahs 14.06 Sq. ft. together with 50 Sq. ft. Tile shed structure.

AND WHEREAS thus by virtue of inheritance said Smt. Sarala Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal became the joint owners of undivided undemarcated 3/4th share i.e. measuring more or less **06 Cottahs 42.18 Sq. ft.** (the split up of the land being :- 513.37 Sq. ft. in R.S. Dag No. 3171 under R.S. Khatian No. 152, 746.72 Sq. ft. in R.S. Dag No. 3173 under R.S. Khatian No. 152, 512.73 Sq. ft. in R.S. Dag No. 3174 under R.S. Khatian No. 153, 253.12 Sq. ft. in R.S. Dag No. 3175 under R.S. Khatian No. 492, 253.11 Sq. ft. in R.S. Dag No. 3176 under R.S. Khatian No. 419, 163.29 Sq.ft. in R.S. Dag No. 3177 under R.S. Khatian No. 604, 33.75 Sq. ft. in R.S. Dag No. 3178 under R.S. Khatian No. 491, 761.43 Sq. ft. in R.S. Dag No. 3182 under R.S. Khatian No. 492, 539.04 Sq. ft. in R.S. Dag No. 3184 under R.S. Khatian No. 604, 182.41 Sq. ft. in R.S. Dag No. 3185 under R.S. Khatian No. 263,

168.73 Sq. ft. in R.S. Dag No. 3186 under R.S. Khatian No. 419, 233.43 Sq.ft. in R.S. Dag No. 3187 under R.S. Khatian No. 422) together with 150 Sq.ft. Tile shed structure standing thereon lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, within the limits of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas out of the aforesaid land measuring more or less 8 Cottahs 1 Chittaks 11.25 Sq. ft. together with more or less 200 Sq.ft. Tile shed structure standing thereon.

AND WHEREAS said Smt. Sarala Agarwal, Sri Bikash Agarwal and Sri Rajkumar Agarwal while had been enjoying their undivided 3/4th share measuring more or less **06 Cottahs 42.18 Sq. ft.**, they jointly transferred the same unto and in favour of their other co-sharer said Parveen Agarwal by and under a Deed of Gift which was duly registered on 12/02/2015 before the office of the Additional District Sub-Registrar at Garia and recorded in its Book No. I, CD Volume No. 3, Pages from 987 to 1006, Being No. 00461 for the year 2015.

AND WHEREAS by virtue of the aforesaid Deed of Gift and inheritance said Parveen Agarwal became the sole and absolute owner of the aforesaid area of land measuring more or less **08 Cottahs 01 Chittaks 11.25 Sq. ft.** together with more or less **200 Sq. ft.** Tile shed structure lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS said Smt. Sarala Agarwal, Sri Parveen Agarwal, Sri Bikash Agarwal, Sri Rajkumar Agarwal jointly purchased the land measuring more or less **01 Chittak 08 Sq. ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag No. 3186 appertaining to R.S. Khatian No. 419 from the then Kartick Chandra Naskar, son of Late Panchu Gopal Naskar by virtue of a Deed of Sale which was duly registered on 13/02/2015 before the office of the A.D.S.R. Garia and recorded in its Book No. I, CD Volume No. 3, Pages from 1901 to 1913 Being No. 0488 for the year 2015.

AND WHEREAS by virtue of Deed of Gift said Parveen Agarwal gifted a land measuring more or less **07 Cottah 14 Chittaks 05 Sq. ft.** together with more or less **200 Sq. ft.** Tile shed structure lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas, which was duly registered on 29/09/2015 before the office of the A.D.S.R., Garia and recorded in its Book No. I, Volume No. 1629 – 2015, Pages from 30635 to 30661 Being No. 162903274 for the year 2015 to her mother aforesaid Smt. Sarala Agarwal.

AND WHEREAS thus the said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL,** became the joint owners of the land measuring more or less **41 Cottah 01 Chittak 22 Sq. ft. (41 Cottah 14 Sq. ft. + 01 Chittack 08 Sq. ft.)** lying and situate at Mouza-Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 under P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH, MR. NIKHIL PAREKH** and said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** amalgamated their aforesaid property into a single plot/holding and the said land measuring more or less **43 Cottah 12 Chittaks 24 Sq. ft. (41 Cottah 14 Sq. ft. + 02 Cottah 12 Chittaks 10 Sq. ft.)** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 within the limits of the Rajpur-Sonarpur Municipality being known and numbered as Holding No. 933, Uttar Purba Fartabad, under P.S. Sonarpur, District South 24-Parganas by virtue of two Deeds of Conveyance bearing Deed No. 4340/14 and 4341/14 both of which were duly registered on 11/06/2014 before the office of the D.S.R. – IV, South 24 Parganas, recorded in its Book No. I, CD. Volume No. 24, Pages from 2964 to 2981 and 3043 to 3063 for the year 2014 respectively.

AND WHEREAS in this circumstances the Owners/First Party no. 8) to 11) herein, entered into another Agreement for Development with **M/S. RAJWADA DEVELOPER** (the Developer/Confirming Party herein) to develop their said property of an area of **06 Cottah 08 Chittaks 10 Sq. ft.** and the said Development Agreement was duly registered on 17/04/2015 before the office of the D.S.R.- IV at Alipore and recorded in its Book No. I, CD Volume No. 10, Pages from 5793 to 5821, Being No. 03011 for the year 2015.

AND WHEREAS the Owners/Vendors no. 8) to 11) herein also executed and registered a Development Power of Attorney unto and in favour of **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein, which was duly registered on 12/09/2016 before the office of the A.D.S.R. at Garia and recorded in its Book No. I, CD Volume No. 1624-2016, Pages from 65642 to 65663, Being No. 03071 for the year 2016.

AND WHEREAS said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** decided to construct multi storied building on their aforesaid land of **41 Cottah 01 Chittak 22 Sq. ft. (41 Cottah 14 Chittaks + 01 Cottah 08 Chittaks)** and to fulfill their desire they entered into a Development Agreement with said **M/S. RAJWADA DEVELOPER**, the Developer/Confirming Party herein vide Joint Venture Agreement which was duly registered on 28/12/2015 before the office of the A.D.S.R.- Garia recorded in its Book No. I, Volume No. 1629 - 2016, Pages from 181 to 234 being No. 162904190 for the year 2015.

AND WHEREAS thus, as per the said Development Agreements and Power of Attorneys said Developer got **43 Cottah 13 Chittaks 32 Sq. ft. (41 Cottah 14 Sq. Ft. + 01 Chittack 08 Sq. Ft. + 02 Cottah 12 Chittaks 10 Sq. ft)** to develop out of which said Developer decided to develop more or less **42 COTTAH 03 CHITAKS 13 SQ. FT.** mentioned in the **FIRST SCHEDULE** below and hereinafter referred to as the "**Said Property**" on behalf of the Owners/Vendors, has submitted a building plan for construction of G+19 storied building under certain numbers of Block and/or Phase for residential at the said premises at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned building plan and also declares for absolute sale of those flats and car parking spaces.

AND WHEREAS in terms of the said Agreements and Development Power of Attorneys the Developer have sanctioned a Building Plan of G + 19 storied buildings in two Blocks for residential purpose in the Said Property which were duly sanctioned by the authority of Rajpur-Sonarpur Municipality vide **Plan No. 107/Rev/CB/28/25** dated **30-07-2016**.

AND WHEREAS as per plan the Developer has started the constructional work of the G+19 storied building in several Blocks consisting flats, garages/car parking spaces, hereinafter referred to as the "**Said Housing Complex**" as per the sanctioned Plans abovementioned.

AND WHEREAS by an Indenture of Mortgage dated the 18th day of June, 2018, and registered in the office of the Additional Registrar of Assurances - I at Kolkata in its Book No. I, Volume No.- 1901-2018, pages from 186908 to 186984, Being No. 190104613, the Vendor/Owner herein referred to as the Security Providers/Mortgagors of the One Part therein, and the Developer herein referred to as the Borrower of the Second Part therein mortgaged the property morefully described in the **Schedule-I** of the said Mortgage Deed dated the 18th day of June in favour of Bajaj Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956, and a Company within the meaning of the Companies Act, 2013 having its registered office at

Mumbai Pune Road, Akurdi, Post Office-Akurdi, Police Station-Akurdi, Pune-411035 and the said M/s. Rajwada Developer as the Borrower therein and the Developer herein has accepted Rs. 150,000,000/- (Rupees Fifteen Crore) only from the said Bajaj Housing Finance Limited, the Lender /Secured Party therein, hereinafter referred to as the “**Said Mortgage Loan**”.

AND WHEREAS the Developer has registered the said Housing Complex named and styled as “**RAJWADA ALTITUDE**” under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration No.

AND WHEREAS in terms of the said Development Agreement and Development Power of Attorney the Developer have right/authority to enter into any agreement for sale of the flats/car parking, with the intending Purchaser or Purchasers from its allocation and receive advance/earnest money therefrom.

AND WHEREAS being aware of the declaration of the Owners/Vendors and the developer, the Purchaser/s herein with a view to acquire a Flat and Car parking space in the said Housing Complex, have taken inspection of the title deeds, sanctioned building plan and all other relevant papers and documents of the said landed property as mentioned in the First Schedule hereunder written and being satisfied with the same.

AND WHEREAS upon satisfied with the right, title and interest in course of such progress of constructional work, the Purchaser/s herein proposed to purchase a self contained flat, being **Flat No. “.....”** measuring **Sq. ft.** being Carpet area be the same a little more or less on the **floor** at the side together with **Car parking space** measuring an area of **Sq. ft.** more or less on the Ground floor of the said **G+19** storied Buildings in **Block No.** of the Housing Complex named and styled as “**RAJWADA ALTITUDE**” together with undivided and impartible proportionate share in the land underneath of the said Housing Complex morefully described in the **First Schedule** hereunder written at a fixed total price or consideration money of **Rs./- (Rupees only)** hereinafter referred to as the “**Said Flat and Car Parking Space**” more fully and particularly described in the **Second Schedule** hereunder written, and the Owners/Vendors and the Developer/Confirming Party herein agreed to sell the said **Second Schedule** mentioned Flat at the said consideration, being the highest market price.

AND WHEREAS the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owner **M/S. RAJWADA GROUP** and the Developer **M/S. RAJWADA DEVELOPER** as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

NOW THIS DEED WITNESSETH AS UNDER:

1. That the Developer is constructing Two Towers of G+19 storied building consisting of several residential flats of different area and size and also car parking space in the ground floor as per said sanctioned Building Plan as well as annexed specification of the demised land more fully described in the First Schedule hereunder written.

a) That the Purchasers agrees to pay the Developer the sum of **Rs./- (Rupees)** only the full consideration money of the residential flat being **Flat No. "....."** measuring **Sq. ft.** Carpet area be the same a little more or less on the **floor** at the side together with **Car parking space** measuring an area of **Sq. ft.** more or less on the Ground floor of the said **G+19** storied building in Block-..... of the Housing Complex named and styled as "**RAJWADA ALTITUDE**", to be allotted to him by the Owners/Vendors and the Developer.

Block/Building/Tower No.	Rate of Flat	
Flat No.	per Sq. Ft.	
Type		
Floor		
Cost of Balcony/Verandah		
Cost of Garage/Covered Car Parking Space		
Total price		

b) That the Owners/Vendors and the Developer agrees to accept and the Purchaser/s agrees to pay the installment payable for possession against the Said Flat and Car Parking Space.

2. Total consideration price of the said **Flat No.** measuring more or less **Sq. ft.** Carpet area be the same a little more or less on the **floor** at the side together with **Car parking space** measuring more or less **Sq. ft.** on the Ground floor is **Rs./- (Rupees)** only only keeping in view the condition that the final consideration of the property will still be determined on the final measurement of the constructed flat calculating on the basis of present rate applied per Sq. ft. and aforesaid consideration sum shall be payable by the Purchasers herein to the Developer/Confirming Party in the manner following:-

NO.	PAYMENT DESCRIPTION	Flat & parking Amt.
A	AT THE TIME OF BOOKING/-

B	AT THE TIME OF AGREEMENT/-
C	PILLING/-
D	FOUNDATION/-
E	1ST FLOOR CASTING/-
F	4TH FLOOR CASTING/-
G	8TH FLOOR CASTING/-
H	12TH FLOOR CASTING/-
I	16TH FLOOR CASTING/-
J	19TH FLOOR CASTING/-
K	BRICK WORK/-
L	POSSESSION/-

Total Rs./-

(Rupees) only

It is hereby recorded the payments towards the installment in the above set time Schedule shall be made by the Purchaser to the Developer on the relating notice being served by the Developer to the Purchaser within the time stipulated in Clause No.2.

3. That the time shall be deemed to be essence of the contract in respect of all payments with completion of slots of respective work schedule in Clause No. 2 hereof by the Purchaser/s to the Developer and on failure of payments of any of the said installment within the time frame mentioned against each installment in Clause No. 2 aforesaid within 15 days from the date notice served by the Developer to the Purchasers and the Purchaser/s shall get a 15 days grace period after the aforesaid time period of his payment and if the Purchaser/s fails to pay his installment then the Purchaser/s shall pay interest to be calculated from the expiry of the said stipulated period at the rate of ... % (... percent) per month for the delayed period and if the arrear installments question together with the interest accrued thereon is not paid within the next one month counted from expiry of the said stipulated period, this agreement shall without any further reference to the Purchaser/s stand cancelled and the Developer thereupon be at liberty to allot the Said Flat & Car parking space to another Party of their choice and shall made refund to the Purchasers the advance money as aforesaid after deducting the sum of ...% of total consideration money within a period of one hundred and eighty days from the expiry of the said stipulated period and the Purchaser/s shall be debarred from putting in any claim whatsoever in future in regard to the

said agreement thus stood cancelled under this Clause. The possession of the Said Flat and Car Parking Space would be handed over in the month of **June, 2021**. Further there will be a grace period of 9 months. It is to be noted that block-wise possession will be given to the Purchaser/s on the basis of further development at different phases.

4. That the Developer shall complete the entire construction accordingly to the Plan sanctioned by the Rajpur-Sonarpur Municipality with First Class building materials, fixtures and fittings shall complete the construction in all minutes details for peaceful and habitable condition of the Said Flat and Car Parking Space allotted to the Purchasers and ensuring all times, flow of water and electricity to the Said Flat and Car Parking Space by installation of electric pump and motor, underground water reservoirs, overhead water tank, electric and other fitting fixtures and other equipments and installations and service room making necessary drains and sewerage for healthy staying and arrangements for protection erecting necessary boundary walls of entire holding and fixing iron gates thereon on entry security of the inmates of the Said Building and on completion of the construction the Vendors shall give possession thereof to the rightful occupiers of the demised land and building thereon.
5. That the Developer subject to reasons beyond its control as outlines in the doctrine of 'Force Majure' shall complete the construction of the Said Flat and Car Parking Space within **June, 2021** and thereafter the Purchasers desires to complete registration of the Said Flat and Car Parking Space together with the undivided share and interest of the demised land the Developer shall arrange for completion of such registration in favour of the Purchasers subject to complete payments being made by the Purchasers to the Vendors in accordance with Clause No. 2 hereof and paying stamp duty and all legal and incidental costs towards the said registration. If the Purchasers delay the registration for more than 6 months from the serving of notice the Developer will not be liable for registration any more.
6. That any addition to or alteration or any extra work beyond specification of the Flat & Car parking space under construction is wanted by the Purchasers the same shall be carried out by the Developer only if the same comes within the feasibility and permissibility of the sanctioned Plan and the Building Rules and within the structural limitations and only against payment of additional charges therefore as shall be mutually agreed upon by and between the Parties. The Purchasers shall have to pay the cost in advance if any extra works are done in the Said Flat & Car Parking Space beyond the annexed specification. No work by any person of the Purchasers is to be allowed before possession.

7. That the Purchasers shall pay the expenses incurred towards obtaining the electric meter for the Said Flat & Car Parking Space and also the taxes and maintenance proportionately with other Purchasers of the flats / Car parking space in the construction for common purpose. The Purchasers shall have to pay a sum of **Rs.**/- only for the purpose of electric meter, transformer and generator expenses.
8. That the Purchasers shall have to pay bear the entire cost and other legal charges for the registration of the Said Flat & Car Parking Space in due time to be calculated on Carpet area. The registration is to be solely done by the lawyers of the Developer and a charge of **Rs.**/- only **(excluding Government Registration Fees and Stamp Duty)** is to be paid by the Purchasers for the same.
9. That the Purchasers shall have to pay a sum of **Rs.**/- only for the purpose of Club Charges expenses.
10. That the Purchasers' share in the land shall always be undivided and he will not be given any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be held by the Purchasers with heritable and transferable rights along with the Said Flat & Car Parking Space and being constructed for them subject however to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.
11. That the Purchaser/s and other owners of the other Flats/Car parking space in the Said Building shall use their respective flats only for residential purpose, car parking space for parking car.
12. That the save as the Said Flat And Car Parking Space and properties proportionate land and save herein more fully contained the Purchaser/s shall have no right title or interest in any other flat/car parking space and open land of the Said Building excepting the using right of the roof along with other co-purchasers.
13. The mode of payment shall depend upon the measurement of the Said Flat And Car Parking Space which shall be calculated as per total covered area plus proportionate stair lobby (plus ... % super built up area) and such ... % super built up area is being calculated as because the Purchasers shall enjoy the common rights of Lift, Gymnasium, Children Park, Swimming Pool, Indoor Games Room, Community Hall, CCTV, Intercom facility, Indoor Games, Water Filtration Plant, Club House, Power Backup room in the Said Building/Project to be made at the cost of the Developer.
14. That after delivery of the proposed flat to the Purchasers, by the Developer, the Purchaser/s shall bear the common expenses such maintenance of the building plumbing, sweeper, security and fuel charges etc., proportionately

with other Co-owners of the building @ **Rs. .../-** per Sq. ft. to the Developer till the formation of the Ownership Association Starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance for the first year at the time of intimation of possession & cause the maintenance for that period.

15. That the Purchaser/s shall pay all taxes, land revenue and outgoings in respect of the Said Flat And Car Parking Space from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the Flat Ownership Associations.
16. That if the Developer fails to complete the building as per annexed specification marked '**Annexure- X**' to the Agreement for sale, the Purchasers shall have right either to bring suit against the Developer on Specific Performance of Contract Act or claim damages and compensation for the same.
17. That the Purchaser/s has gone through the title Deed of Property together with all other papers of this Property and after being satisfied with the title of the Property the Purchaser/s have agreed to enter into this Agreement for Sale with the Developer.
18. That the Purchaser/s shall have to pay the maintenance of the Said Building with other flat owners proportionately. In no circumstances the Purchasers shall not change by addition or alteration of the construction of the Said Building from the date of possession thereof.
19. From the date of possession the Purchaser/s have to pay the electric charges consumed by them on the basis of per unit commercial rate of Govt. till the transformers and personal meter arrives. The Developer can just apply for the transformer and the time in getting it is not to be construed to be any delay. The individual Meter will be applied by Developer's electrician but the security deposit has to be borne by the Purchaser/s.
20. At the time of delivery of possession every fittings and flats is to be thoroughly checked by the consumer since after possession if any fittings is broken or any plumbing, damages is done the Developer will not attend such complaints else any civil or major fault is visible.
21. If the Developer in future purchases the land adjacent to the First Schedule land and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the Phase/Block in that event the Purchaser/s shall have no right to claim or demand whatsoever and if the Purchaser/s and anybody claiming through or under him, that shall be null and void and

inoperative before all courts of law and possession will be given for the Said Flat And Car Parking Space of Block-.... but Completion Certificate will be provided after completion of the entire Housing Project.

22. The Developer/Confirming Party is developing the First Schedule mentioned property and the possession of the Units alongwith all the basic amenities shall be handed over the within June-2021. The parties hereby agrees that the Developer shall continue the construction without creating any nuisance to the purchaser/s and the Purchaser/s also agrees that they shall not create any hindrances and/or any objection in the said construction work.
23. It is hereby agreed by and between the parties herein that the Developer will hand over the possession of the said Flat & Car parking space within the time above mentioned, photo copy of the Completion Certificate of the said Building Project will be delivered to the Purchaser/s herein in due course of time after taking the same from the competent authority of the Rajpur-Sonarpur Municipality.
24. The Developer is keeping the right for installation of any Dish antenna (Except mobile tower) on the roof of the building at a limited place.
26. Outside grille is a part of elevation and hence if any Purchaser/s wishes to put any grille then he should do it through Developer only to keep it symmetric with others and nobody is allowed to put of box grille without being mutually discussed and if it does not have any effect on the elevation. The colour of grille should also be symmetric.
27. If any Purchaser/s damage the outside plaster or colour during his own work then they should take initiative to repair the same.
28. The Demand letter at different stage will be send to the Purchaser/s through email which will also be considered as official Demand letter.
29. GST and all other taxes if applicable will be charged extra as per Govt. rules and regulation.
30. The Purchaser/s, if it is necessary for any relevant purpose, shall sign as the Confirming Party in the Supplementary Agreement by and between the Owner and Developer.
31. That it is hereby agreed by and between the parties herein that the Developer will obtain NOC and the Release Letter from the mortgagee against the Said Flat before the execution of Deed of Conveyance and the Purchaser/s shall not be liable for the said Mortgage Loan.
32. That the Purchaser/s herein also agrees to pay a flat % of the total consideration amount of the Said Flat & Car parking space for cancellation of this instant agreement for sale to the Developer herein and same will be deducted/adjusted from the earnest money advanced / paid to the Developer herein and balance amount of the earnest money if any will be paid to the purchaser/s herein within a period of one hundred and eighty

days from the date of cancellation of this Agreement For Sale. The Purchasers and anybody claiming otherwise through or under him/her that shall be null and void and inoperative before all courts of law.

33. That both the parties herein shall strictly abide by the terms and conditions of this instant Agreement for Sale.

Arbitration: Any dispute or differences which may arise between the parties herein with regard to the Construction many and effect of this deed or any part thereof shall be referred to any two arbitrators each to be engaged or appointed by such party and their decision shall be binding upon both the parties herein. This clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996, including its statutory modifications and re-enactment.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring more or less **42 Cottah 03 Chittaks 13 Sq. ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, R.S. 7, Touzi No. 109, Pargana - Medanmallah, comprised in the following way :

R.S. Dag No.	R.S. Khatian No.	Nature	Area
3171	152	Bastu	06 Cottah 10 Chittaks 21 Sq. ft.
3173	152	Bastu	09 Cottah 10 Chittaks 39 Sq. ft.
3174	153	Bastu	05 Cottah 08 Chittaks 09 Sq. ft.
3175	492	Bastu	02 cottah-00 chittak-00 sq ft
3176	419	Bastu	01 Cottah 14 Chittaks
3177	604	Bastu	01 Cottah 03 Chittaks 16 Sq. ft.
3178	491	Bastu	02 Cottah 13 Chittaks
3182	492	Bastu	05 Cottah 10 Chittaks 11 Sq. ft.
3184	604	Bastu	03 Cottah 15 Chittaks 40 Sq. ft.
3185	263	Bastu	01 Cottah 05 Chittaks 28 Sq. ft.
3186	419	Bastu	01 Cottah 06 Chittaks 18 Sq. ft.
3187	422	Bastu	01 Cottah 11 Chittaks 30 Sq. ft.
TOTAL	=		43 Cottah 13 Chittaks 32 Sq. ft.

Holding No. 933, Uttar - Purba Fartabad, Ward No. 28 of Rajpur-Sonarpur Municipality, Police Station- Sonarpur, Post Office-Garia, District South 24-Parganas, Kolkata-700084 together with the proposed building shall be

constructed by the Developer herein as per building plan sanctioned by the Rajpur-Sonarpur Municipality. The property is butted and bounded by:-

- ON THE NORTH** : 15' wide Municipal Road
ON THE SOUTH : R.S. Dag no - 3180 and 3183
ON THE EAST : R.S. Dag no – 3150
ON THE WEST : Part of R.S. Dag No. – 3518

The name of the said building project above is known, called and named as “**RAJWADA ALTITUDE**”.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No. “.....” measuring about **Sq. ft.** on the side of the **Floor** of the said G+19 storied building consisting of ... Bed rooms, ... Dining/Drawing room, ... Kitchen, Toilet, W.C. and Verandah together with **Car Parking Space** measuring more or less **Sq. ft.** on the Ground floor in **Block -** of the Housing Complex named and styled as “**RAJWADA ALTITUDE**” also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Fourth Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction plan no.** dated sanctioned by the Rajpur-Sonarpur Municipality, Ward No. 28, Holding No. 933, Uttar - Purba Fartabad, morefully described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Rights and Services)

Vacant roof, land open space in the Ground floor excluding garage space, electrical common fittings and fixtures wiring electric motor and pump, water pipe lines, stair, Lift, main gate and entrance, boundary walls, electric meter space, common electric meter, water reservoir, overhead water tank, Swimming Pool, Community Hall, Indoor Games room, Gymnasium, Children Park, intercom facility, CCTV, water filtration plant, Club House, Power backup and others common facilities of the Complex of the said Premises.

IN WITNESS WHEREOF the parties hereto put their respective hands and seal this indenture here at Kolkata on the day, month and year first above written.

WITNESSES :

1.

2.

SIGNATURE OF THE VENDORS

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

MEMO OF CONSIDERATION

Received of and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees)** only out of total consideration price of **Rs./- (Rupees)** only as part payment/earnest money for proposed sale of the flat on the said premises & GST of **Rs./- (Rupees)** only as per memo below:

Chq No.	Date	Bank	Flat Amt.	GST	chq amt.
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WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPER/VENDOR

Drafted by me

Printed by me

ANNEXURE- "X"**SCHEDULE OF WORK****SPECIFICATION OF THE BUILDING CONSTRUCTION****All Civil Work as per I.S.I. standard.**

1. Vitrified tiles in entire flat of reputed make.
2. Main door of steel and steel frame or wooden / flush door with wooden door frame.
3. All other rooms would be fitted with Flush Door and toilets with any of P.V.C. doors or flush doors.
4. Aluminum sliding windows with clean glass panes of 4mm.
5. Wall putty in inside walls.
6. Glazed tiles up to 6ft height in toilet & W.C. wall & 2'ft height in kitchen on granite kitchen platform.
7. Concealed Electrical wiring with ISI marked copper wires, two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in one bedroom, TV and telephone power Intel's in living area. 15 Amp. plug point in Kitchen.
8. Concealed water supply line with U.P.V.C. pipes.
9. Sanitary fittings of reputed make. CP bath fittings of reputed make.
10. Geyser outlet and connection in one bathroom.
11. Stainless steel Sink in kitchen.
12. Granite kitchen platform in kitchen.
13. Water proofing cement of weather coat paint (snowcem) on outside walls.
14. Verandah railing up to window seal height.
15. Generator connection to common area & 400 watts to each flat.
16. Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125mm. for interior or internal walls.
17. CCTV in common areas and intercom facility.
18. Balcony colors will be uniform at every apartment.
19. Window grills have to be of same design which should be purchased only from developers.

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/Attorney in advance and for this possession date may get extended and if any changes are possible to get done then developer will not be responsible for it.