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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
26.11.16

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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with this document are the part of this document.

District Sub-Registrar-V
Alipore, South 24 Parganas

28 NOV 2018

Q-2 1470896/16

1. Snehansu Datta Gupta
2. Sunita Datta Gupta
3. Sunita Datta Gupta
4. Hujali Das Gupta
5. Rajali Choudhary
6. Debansu Choudhary
7. Snehansu Choudhary

DEVELOPMENT AGREEMENT

1. Date: 25th day of November 2016
2. Place: Kolkata

1018

29/09/16

1001

Rajwada Development

26 Mahomud M. Gadir Rd.

তাপস হালদার ডায়াম্প ডেভেলপার

P.O. - Gura, K.T.D.

V.C.T.-1

1913

অপস ২০১৩

Bikash Agarwal

(BIKASH AGARWAL)

V.C.T.-1

1914

As Lending Self & Constituted Attorney of
Rajwada Developers Partners.

- 1) Parveen Agarwal
- 2) Rajkumar Agarwal

Subhamoy Datta Gupta

V.C.T.-1

1915

Subhamoy Datta Gupta

V.C.T.-1

1916



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Identified by me
Bodhisatwa Barm
Supreme Court
Vol-28

P.T.-0

3. Parties:**3.1 OWNERS:**

- 3.1.1 SRI SNEHAMOY DUTTA GUPTA, (PAN- AVLPD9319B),** son of (Late) Sri Manindra Kumar Dutta Gupta, by faith - Hindu, by Nationality -Indian, by occupation - Service, residing at 44A,Ganguly Bagan East Road,Garia, P.O. Garia, P.S. Patuli, District: South 24 Parganas, PIN -700084.
- 3.1.2 SRI SANTIMOY DUTTA GUPTA, (PAN- ADXPD4985H)** son of (Late) Sri Manindra Kumar Dutta Gupta, by faith - Hindu, by Nationality -Indian, by occupation - Service, residing at 44A,Ganguly Bagan East Road,Garia, P.O. Garia, P.S. Patuli, District: South 24 Parganas, PIN - 700084.
- 3.1.3 SRI SUBHAMOY DUTTA GUPTA, (PAN ACTPD9345C),** son of (Late) Sri Manindra Kumar Dutta Gupta, by faith - Hindu, by Nationality -Indian, by occupation - Self Employed, residing at 44A,Ganguly Bagan East Road, Garia, P.O. Garia, P.S. Patuli, District: South 24 Parganas, PIN -700084.
- 3.1.4 SRIMATI ANJALI DASGUPTA, (PAN AZLPD3913H),** daughter of (Late) Sri Manindra Kumar Dutta Gupta, by faith - Hindu, by Nationality -Indian, by occupation - House Maker, residing at U/83,Baishnab Ghata Patuli, P.O. Panchyasayar. P.S. PATULI, District: Kolkata West Bengal, PIN - 700094.
- 3.1.5 SRIMATI BIJALI CHOWDHURY, (PAN BEXPC9792F),** daughter of (Late) Sri Manindra Kumar Dutta Gupta, by faith - Hindu, by Nationality -Indian, by occupation - Home Maker, residing at 23F Baderaipur Road, Jadavpur, P.O. Jadavpur P.S. Jadavpur, District: South 24 Parganas, West Bengal, PIN - 700032.

v-c-t-1

1917

Anjali Das Gupta

v-c-t-1

1918

- Bijali Chowdhury

v-c-t-1

1919

Debashish Choudhury

v-c-t-1

1920

- Snehasish Chowdhury



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- Bodhisatwa Banerjee

(Signature)
Alipore Police Constable
Vol. 2A

3.1.6 SRI DEBASHISH CHOWDHURY (PAN ACSPC7988F), son of Sri Pranab Kr. Chowdhury, by faith - Hindu, by Nationality -Indian, by occupation - SELF EMPLOYED, residing at 23F Baderaipur Road, Jadavpur, P.O. Jadavpur P.S. Jadavpur, District: West Bengal, PIN - 700032.

3.1.7 SRI SNEHASHISH CHOWDHURY (PAN AHWPC0870H), son of Sri Pranab Kr. Chowdhury, by faith - Hindu, by Nationality -Indian, by occupation - SERVICE, residing at 23F Baderaipur Road, Jadavpur, P.O. & P.S. Jadavpur, District: West Bengal, PIN - 700032

Hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, in office, administrators, legal representatives and assign) of the **ONE PART.**

AND

3.2 DEVELOPER:

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** 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 Bhavan", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the partners no 1 & 3 i.e. Parveen Agarwal and Raj Kumar Agrawal represented by their **Constituted Attorney** the Partner No 2 i.e. Sri Bikash Agarwal by virtue of



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the registered General Power of Attorney vide Deed No 00297 of 2015 registered in Book No- I Volume No 1629-2015 Pages no 1590-1601 being no 162900297 for the year 2015 represented hereinafter referred to as the **'DEVELOPER'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors administrators, legal representatives and assigns) of the **OTHER PART**.

4. Owners and Developer are individually referred to as **"Party"** and collectively as **"Parties"**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

5. **Subject Matter of Agreement:** Agreement between the Owners and the Developer with regard to development of ALL THAT the pieces and parcel of Sali land measuring about **31.65 Decimal** equivalent to about **19 Cottah 02 Chittacks 16 Sq. Ft.** comprised in C.S. Dag No. 108 and 111 corresponding to R.S. Dag No. 208/260, 208/261 and 208/262 under C.S. Khatian No. 9 corresponding to R.S. Khatian No. 44 situated and lying at Mouza : Nayabad, P.S. Purba Jadavpur, J. L. No. 25; R. S. No. 3 within the local limits of the Kolkata Municipal Corporation under Ward No.109, District South 24-Parganas morefully described in the **First Schedule** hereunder written (**"Said Property"**).

6. BACKGROUND:

WHEREAS Narayan Chandra Das, Sadashib Ranjan Das and Krishna Kanta Sarkar were the lawful Owners of ALL THAT piece and parcel of Sali land measuring 35 Cottah 01 Chittacks 19 Sq. ft. equivalent to 58 Decimal of land comprised in C.S.



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Dag No. 108 and 111 corresponding to R.S. Dag No. 208/260, 208/261 and 208/262 under C.S. Khatian No. 9 corresponding to R.S. Khatian No. 44 situated and lying at Mouza : Nayabad, P.S. Kasba (formerly Purba Jadavpur), J. L. No. 25; R. S. No. 3 within the local limits of the Kolkata Municipal Corporation under Ward No.109, in the District of 24-Parganas, since South 24-Parganas more fully described in the **First Schedule** hereunder written.

AND WHEREAS by an Indenture of sale, dated 14.11.1975, registered in the Sub-Registrar Office at Alipore, and recorded in Book No. I, Volume No.155, Pages from 80 to 91, Deed No. 5694, for the year 1975, one Saraswati Das purchased ALL THAT piece and parcel of Sali land measuring 35 Cottah 01 Chittacks 19 Sq. ft. equivalent to 58 Decimal of land comprised in C.S. Dag No. 108 and 111 corresponding to R.S. Dag No. 208/260, 208/261 and 208/262 under C.S. Khatian No. 9 corresponding to R.S. Khatian No. 44 situated and lying at Mouza : Nayabad, P.S. Kasba (formerly Purba Jadavpur), J. L. No. 25; R. S. No. 3 within the local limits of the Kolkata Municipal Corporation under Ward No.109, in the District of 24-Parganas, since South 24-Parganas more fully described in the First Schedule hereunder written, from the then lawful owners Narayan Chandra Das, Sadashib Ranjan Das and Krishna Kanta Sarkar, for a valuable consideration mentioned therein.

AND WHEREAS by an Indenture of sale, dated 10.08.1981, registered in the office of District Sub Registrar at Alipore, Dist.24-Parganas, and recorded in Book No. I, Volume No. 309, Pages from 127 to 131, Deed No.938, for the year 1981, **Sri Niranjan Mondal** son of late Harakali Mondal purchased ALL THAT piece and parcel of Sali land measuring 08 Decimal be the same a little more or less, out of total land of 16 Decimals of R.S Dag No. 208/260 under R.S Khatian No. 44, situated at Mouza -Nayabad, J.L. No.25, Pargana - Khaspur, R.S. No. 3, Touzi No. 56, within the limits of the Kolkata Municipal Corporation, Ward No. - 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First




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Schedule hereunder written, from the then lawful owner Smt. Saraswati Das wife of Sri Satish Chandra Das for a valuable consideration mentioned therein.

AND WHEREAS by another Indenture of sale, dated 17.07.1981, **Krishnapada Mondal** purchased ALL THAT piece and parcel of Sali land measuring 50 Decimal be the same a little more or less, out of which 08 Decimal from R.S Dag No. 208/260 under R.S Khatian No. 44 and 23 Decimal from R.S Dag No. 208/261 under R.S Khatian No.44 and 19 Decimal from R.S. Dag No. 208/262 under R.S. Khatian No. 44 situated at Mouza -Nayabad, Pargana- Khaspur, J.L. No. 25, R.S. No. 3, Touzi No. 56, now within the limits of the Kolkata Municipal Corporation, Ward No. - 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written, from the then lawful owner Smt. Saraswati Das wife of Sri Satish Chandra Das for a valuable consideration mentioned therein.

AND WHEREAS by an Indenture of sale, dated 29.04.1983, registered in the office of Sub-Registrar at Alipore, Dist.24-Parganas, and recorded in Book No. I, Deed No. 2527 for the year 1983, **Smt. Nanibala Dutta Gupta** wife of Sri Manindra Kumar Dutta Gupta, purchased ALL THAT piece and parcel of Sali land measuring 10 Cottah equivalent to 16.53 Decimal of land be the same a little more or less out of which 06 Cottah 10 Chittack 04 Sq. ft. equivalent to 11 Decimal from R.S. Dag No. 208/261 under R.S. Khatian No. 44 and 03 Cottah 05 Chittacks 41 Sq. Ft. equivalent to 5.56 Decimal from R.S. Dag No. 208/262 under R.S. Khatian No. 44, situated at Mouza -Nayabad, J.L. No.25, Pargana- Khaspur, R.S. No. 3, Touzi No. 56, now within the limits of the Kolkata Municipal Corporation, Ward No. - 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written, from the then lawful owner Sri Krishnapada Mondal son of Sri Niranjan Mondal, for a valuable consideration mentioned therein.

AND WHEREAS thereafter said Nanibala Dutta Gupta died intestate on 29.12.1995 leaving behind her three sons namely, **Snehamoy Dutta Gupta, Santimoy Dutta Gupta and Subhamoy Dutta Gupta** & two daughters namely, **Anjali Dasgupta and Bijali Chowdhury (Owner No. 1 – 5 herein)** who all jointly inherited said portion of share left by their mother morefully 10 Cottah of Sali land out of which 06 Cottah 10 Chittack 04 Sq. ft. equivalent to 11 Decimal from R.S. Dag No. 208/261 under R.S. Khatian No. 44 and 03 Cottah 05 Chittacks 41 Sq. Ft. equivalent to 5.56 Decimal from R.S. Dag No. 208/262 under R.S. Khatian No. 44, situated at Mouza – Nayabad, J.L. No.25, Pargana- Khaspur, R.S. No. 3, Touzi No. 56, now within the limits of the Kolkata Municipal Corporation, Ward No. – 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written.

AND WHEREAS by an Indenture of sale, dated 29.04.1983, registered in the office of Sub-Registrar at Alipore, Dist.24-Parganas, and recorded in Book No. I, Volume No. 61, Pages from 45 to 56, Deed No. 2528, for the year 1983, said Bijoli Chowdhury (**Owner No. 5 herein**) wife of Dr. Pranab Kumar Chowdhury, purchased ALL THAT piece and parcel of Sali land measuring 10 Cottah (Entitled to 9 Cottah 2 Chittack) be the same a little more or less, out of which 05 Cottah 10 Chittack 19 Sq. Ft. equivalent to 9.34 Decimals (**Actual Entitlement 04 Cottah 13 Chittack 19 Sq. Ft. equivalent to 8 Decimal**) from R.S Dag No. 208/260 under R.S Khatian No. 44 and 04 Cottah 05 Chittack 26 Sq. Ft. equivalent to 7.18 Decimals from R.S Dag No. 208/261, under R.S Khatian No. 44 situated at Mouza –Nayabad, J.L. No.25, Pargana- Khaspur, R.S. No. 3, Touzi No. 56, now within the limits of the Kolkata Municipal Corporation, Ward No. – 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written, from the then lawful owner Sri Krishnapada Mondal, son of Niranjan Mondal, for a valuable consideration mentioned therein.



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AND WHEREAS by a Deed of Gift, dated 30.12.2011, registered in the office of District Sub-Registrar at South 24 Parganas, and recorded in Book No. I, CD Volume No. 20, Pages from 10849 to 10864, Deed No. 10285, for the year 2011, said Bijali Chowdhury out of natural love and affection gifted ALL THAT piece and parcel of Sali land measuring 03 Cottah equivalent to 4.95 Decimals be the same a little more or less, out of which 01 Cottah 11 Chittack 16 Sq. Ft. equivalent to 2.82 Decimals from R.S Dag No. 208/261 under R.S Khatian No. 44 and 01 Cottah 04 Chittack 29 Sq. Ft. equivalent to 2.13 Decimals from R.S Dag No. 208/260, under R.S Khatian No. 44 situated at Mouza -Nayabad, J.L. No. 25, Pargana- Khaspur, R.S. No. 3, Touzi No. 56, now within the limits of the Kolkata Municipal Corporation, Ward No. 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written, to her son **Debashish Chowdhury (Owner No. 6 herein)**, son of Pranab Kumar Chowdhury.

AND WHEREAS by a Deed of Gift, dated 30.12.2011, registered at the office of District Sub-Registrar III at Alipore, South 24-Parganas, and recorded in Book No. I, CD Volume No. 20, Pages from 11044 to 11060, Deed No. 10289, for the year 2011, said Bijali Chowdhury out of natural love and affection gifted ALL THAT piece and parcel of Sali land measuring 03 Cottah equivalent to 4.95 Decimals be the same a little more or less, out of which 01 Cottah 10 Chittack 38 Sq. Ft. equivalent to 2.77 Decimals from R.S Dag No. 208/260 under R.S Khatian No.44 and 01 Cottah 05 Chittack 07 Sq. Ft. equivalent to 2.18 Decimals from R.S Dag No. 208/261, under R.S Khatian No.44 situated at Mouza -Nayabad, J.L. No. 25, Pargana- Khaspur, R.S. No. 3, Touzi No. 56, now within the limits of the Kolkata Municipal Corporation, Ward No. 109, under P.S. Kasba (formerly Purba Jadavpur), Sub-Registry office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written, to her son **Snehashish Chowdhury (Owner No. 7 herein)**, son of Pranab Kumar Chowdhury.




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AND WHEREAS therefore by strength of the Deed of Conveyances and Deed of Gift mentioned hereinabove, said Niranjana Mondal, Krishnapada Mondal, Snehamoy Dutta Gupta, Santimoy Dutta Gupta, Subhamoy Dutta Gupta, Anjali Dasgupta, Bijali Chowdhury, Debashish Chowdhury and Snehashish Chowdhury being the Owner No. 1 – 7 herein became the absolute owner of **19 Cottah 02 Chittacks 16 Sq. Ft.** equivalent to about **31.65 Decimal** be the same a little more or less fully described in the First Schedule hereunder written in the following manner:

Sl. No.	Name of the Owner	Area	Mode of Transaction	Deed No./Year
1.	Snehamoy Dutta Gupta	3.3 Decimal	Inherited from Nanibala Dutta Gupta	-
	Santimoy Dutta Gupta	3.3 Decimal		
	Subhamoy Dutta Gupta	3.3 Decimal		
	Anjali Dasgupta	3.3 Decimal		
	Bijali Chowdhury	3.3 Decimal		
2.	Debashish Chowdhury	4.95 Decimal	Sale Deed	10285/2011
3.	Snehashish Chowdhury	4.95 Decimal	Sale Deed	10289/2011
4.	Bijali Chowdhury	5.28 Decimal	Sale Deed	2528/1983
5.	T O T A L : 31.65 DECIMAL			

AND WHEREAS after such purchase and Gift, the owners herein recorded their names in the office of the concerned B.L. & L.R.O upon payment of rents and taxes thereto and subsequently mutated their names in the office of the Kolkata Municipal Corporation upon payment of rates and taxes thereto.

AND WHEREAS thus the Owners herein seized and possessed the said land measuring 31.65 Decimals be the same a little more or less, fully described in the First



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Schedule hereunder written having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the developer has approached the owner to construct a multi storied building on the said land, and due to insufficient knowledge and expertise, the owner has agreed to the Developer's offer thus is ready to entrust the said development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the owner herein under the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:-

6. REPRESENTATION OF THE OWNERS:

- 6.1 **Ownership of said Property:** The owner is absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of his landed property more particularly described in the First Schedule hereunder written free from all encumbrances.
- 6.2 **Possession:** The said Property is in the possession of the Owners and is enclosed within boundary walls.
- 6.3 **Mutation:** Owner No. 3.1.5, 3.1.6 & 3.1.7. herein have mutated their names in the record of concerned B.L. & L.R.O. Rest of the mutation with respect to the other owner shall be done by the Developer herein.
- 6.4 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever have been given by the Owners.



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- 6.5 **No Legal Proceedings:** No suits and/or other legal proceeding have been filed and/or are pending regarding the said Property or any portion thereof and there are no orders of any Court or any other authority affecting the said Property or any portion thereof and/or the right title and interest of the Owners herein.
- 6.6 **No Previous Agreement:** The Owners have not in any way dealt with the said Property or any part thereof whereby the right, title and interest of the Owners as to the ownership, use, enjoyment, development and/or sale of the said Property or any part thereof is or may be affected in any manner whatsoever and has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.
- 6.7 **No Restriction:** There is neither any restriction on sale, transfer or development of the said Property nor any subsisting order, proceeding, notification, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.
- 6.8 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

7. REPRESENTATION OF THE DEVELOPER:

- 7.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake, complete and finish the development of the said Property within the agreed time.



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7.2 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

7.3 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist and that there is no legal bar or impediment regarding the same.

7.4 **Due Diligence:** Based on the documents produced by the Owners as herein recited, the Developer is prima facie satisfied regarding the right, title and interest of the Owners in respect of the said Property.

7.5 The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings ("**Project**"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

8. **Basic Understanding:**

8.1 **Agreement:** The Owners shall at their own costs make available for the purpose of development, the said Property with a marketable title free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and shall construct new residential and commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications mentioned in the **Fourth Schedule** hereunder written and in accordance with the plans ("**Plans**") to be sanctioned by the **Kolkata Municipal Corporation ("**Municipality**")** and the saleable constructed spaces/apartments/flats and other rights in the new buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.



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- 8.2 **Developer to have exclusive development right:** For the purposes of development, construction and commercial exploitation, the Owners are hereby granting to the Developer the exclusive right and authority to develop the said Property and construct the New Buildings and to take all steps in terms of this Agreement.

9. Appointment and Commencement

- 9.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 8 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owners.
- 9.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.
- 9.3 **License:** Simultaneously with the execution of this Agreement, the Owners have granted exclusive license to the Developer to develop the said Property and to enter into the said Property in its entirety for the purpose of development in terms of this Agreement and to take all steps for carrying out survey, soil testing and all other development and construction related works at the said Property and further to take all steps for development and sale in terms of this Agreement for the implementation of the Project. It is expressly made clear that neither any transfer in terms of Section 2(47) of the Income Tax Act, 1961 nor



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any transfer of possession under Section 53A of the Transfer of Property Act, 1882 is intended or can be construed by anything contained herein.

10. Conversion, Sanction, Approvals and Construction

- 10.1 **Conversion:** The Developer shall within 6 (Six) month from the date the mutation of the said Property is completed, apply for at its own costs and responsibility and get the nature, character and use of the said Property in its entirety converted in accordance with law for enabling development and construction of the Project and obtain conversion certificates/orders regarding the same.
- 10.2 **Urban Land Ceiling:** The Developer shall be responsible for obtaining the clearance, permission and/or no objection under the Urban Land (Ceiling & Regulation) Act, 1976 and the West Bengal Land Reforms Act, 1955 for the Project within 1 months from the date of execution of this present agreement. All costs, charges and expenses for the same shall be borne and paid by the Developer.
- 10.3 **Sanction & Approvals:** The Developer shall at its own costs and responsibility get the building plans for the Project ("**Plans**") prepared by the Architects and obtain written approval of the Owners thereon. After such approval by the Owners, the Developer shall get the Plans sanctioned by the Municipality in the manner that the maximum permissible area is sanctioned within 1 year from the date of execution of this Agreement subject to mutation and conversion of the said Property is completed, the Developer shall obtain the sanction of the Plans from the Municipality, subject to the fact that all the papers are clear. The Developer may make modifications, changes and/or revisions in the Plans as it may deem necessary and obtain revised and/or fresh building



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plans from the Municipality at its own costs from time to time and the Owners shall be informed in advance about such modifications, changes and/or revisions. The Developer shall obtain the sanction of the Plans as also other approvals, permissions, clearances, consents, no objections, registrations, licences etc. (collectively "**Approvals**") required for the Project. The Owners agree and undertake to sign and execute all necessary applications, maps, plans, forms, affidavits, undertakings, indemnities documents, papers etc. as may be required from time to time regarding the Approvals. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee etc) and any modifications thereto shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferees.

10.4 Construction of New Buildings: The Developer shall commence construction of the New Buildings within 3 (three) months from the date of sanction of the building plan. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Plans and as per the specifications mentioned in the **Fourth Schedule** written hereunder or such other specifications as may be mutually agreed between the Owners and the Developer ("**Specifications**").

10.5 Completion Time: The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Plans and the mutually agreed Specifications within a period of 24 (Twenty four) months from the date of sanction of the Plans by the Municipality ("**Completion Time**"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further grace period of 6 (six) months from the date of expiry of the Completion Time ("**Grace Period**").



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- 10.6 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").
- 10.7 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.
- 10.8 **Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for the same. The Developer shall be authorized in the name of the Owners to apply for and obtain temporary/permanent connections of water, electricity, drainage, sewerage and other utility connections.
- 10.9 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
- 10.10 **Supplementary Agreement:** Both the Parties hereby undertake that they shall sign Supplementary Agreement in pursuance with this Agreement, in future, if necessary.
11. **Deposit of Original Title Documents:** The Original Title Documents of the said Property shall continue to remain in the physical possession and custody of the Owners who shall be responsible for keeping the same safe and unobliterated. Neither the Original Title Documents shall be handed over to or deposited with any other person or entity nor any mortgage, charge, lien, encumbrances,



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security, right, entitlement, obligation etc. shall be created in respect of the same by the Owners in any manner whatsoever. However, as and when the Original Title Documents are required by the Developer for any purpose relating to the Project including producing the same before the statutory authorities and bodies and/or intending purchasers, and/or for obtaining Project Finance, the Owners shall on the prior written request by the Developer, either hand over the Original Title Documents to the Developer or arrange for inspection of the same and/or provide photocopies of the same, as the case may be. Upon completion of the Project, the Original Title Documents shall be handed over to the Association that may be formed for the purpose of the common maintenance of the New Buildings.

- 12. Power of Attorney:** Simultaneously with the execution of this Agreement, the Owners have jointly granted to the Developer and/or its authorised representatives, a Power of Attorney for the purpose of, inter alia, getting the Plans sanctioned, obtaining all necessary Approvals for the Project and for entering into agreements for sale of the saleable spaces comprised in the Developer's Allocation in the New Buildings. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.

13. Allocations

13.1 Owners' Allocation:

- a) The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owners in terms of this Agreement, (1) 45% (forty five percent) of the saleable area of the New Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the said Property and (3) an undivided, indivisible, impartible, proportionate, variable



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share and/or interest in the land comprised in the said Property subject to the condition that all the owners shall execute a partition deed amongst themselves prior to the handing over of possession and the execution of said Partition Deed shall be completely borne by the Owners failing to which the Developer may delay in giving possession to all the Owners.

- (b) **Owner's Deposit:** The Developer shall pay to the Owners an adjustable deposit of Rs. 20,00,000/- (Rupees Twenty Lac only) in the following manner:

Event	Amount (Rs)
Simultaneously with the execution of this Agreement as per details mentioned in the Memo of Deposit hereunder written.	Rs. 10,00,000/-
At the time of sanction of the Building Plan	Rs. 10,00,000/-
	Rs. <u>20,00,000/-</u>

The Owners hereby admit and acknowledge receipt of a sum of Rs. 10,00,000/- (Rupees Ten Lac only) from the Developer as part payment of the Owners' Adjustable Deposit as per particulars mentioned in the Memo hereunder written.

The Owners hereby assure and confirm that the total adjustable advance deposit of Rs. 20,00,000/- (Rupees Twenty Lac only) shall be adjusted by the



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Owners with the area to be calculated at the rate of Rs. 3300/- (Rupees Three thousand and three hundred only) per Sq. Ft.

- 13.2 **Developer's Allocation:** The Developer shall be entitled to 55% (fifty five percent) of the saleable area of the New Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the said Property and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property (collectively "**Developer's Allocation**").

14. COVENANT OF THE DEVELOPER:

- 14.1 The Developer shall at their own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said owner's allocation as stated hereinbefore within 24 (twenty four) months from the date of Sanction Building Plan together with a grace period of 6 (Six) months.
- 14.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the owners or on account of the Developer themselves or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.
- 14.3 The Developer at their own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.
- 14.4 The Developer shall at his own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as



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may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names and the owners and the intending purchasers shall bear the proportionate cost of Transformer (if any) required in the said premises.

15. COVENANT OF THE OWNER:

- 15.1 The owner shall grant execute and issue a General Power of Attorney in favour of the Developer authorizing and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement.
- 15.2 The Owner shall execute a Partition Deed amongst themselves prior to the handing over of possession. And the cost incurred for the execution of said Partition shall be entirely and completely borne and paid by all the Owners.
- 15.3 The owner shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the Kolkata Municipal Corporation and for all of these acts, deeds and things the owners shall grant power of Attorney in favour of the Developer.



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15.4 The owner shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the owner and the Developer shall have no right to claim anything except his allocation in the said building.

15.5 The Owner deliver the original title deed and all other relevant papers and documents to the Developer at the time of selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.

15.6 All the flats and other spaces of the proposed new building to be erected by the Developer. The Developer shall sell only their allocation with the proportionate share in the land to the intending purchaser or purchasers only after mutual allocation of space in the proposed building is done by both the parties i.e. The Owner and The Developer between themselves.


16. CONSTRUCTION:

16.1 The construction of the said new building shall be made by the Developer as per the plan sanctioned by the Kolkata Municipal Corporation and in accordance with the progress of work on mutual consent.

16.2 The Developer shall be entitled to obtain necessary modification and/or rectification plan for the purpose of completion of the construction of the building if necessary to be sanctioned by the Kolkata Municipal Corporation.

16.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion deem fit and proper.




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16.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction alongwith all cost of construction and in this regard the owner shall not in any manner would be made responsible or liable.

16.5 That the Developer shall invest and arrange required finances for construction and completion of the said Housing complex from its own resources as well as from any Banks and/or financial institutions. Provided however it is made clear that the Developer may borrow the finance after sanction of the plan and commencement of construction of the housing complex from any Bank or Institution by mortgaging and/or creating charge on the said Premises.

16.6 It is agreed and recorded that the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions alongwith all other related charges thereof and the Owner shall not be liable in any manner in respect of the said loan repayment.

17. RATES & TAXES:

17.1 **Service Tax:** The Service Tax and/or the Goods and Service Tax (if and when applicable) payable as per the rates applicable from time to time shall be payable by the Owners in respect of the Owners' Allocation and shall be payable by the Developer in respect of the Developer's Allocation. The Owners and the Developer shall keep each other fully indemnified regarding the above.

17.2 All Municipal rates, taxes and outgoings (collectively **Rates**) in respect of the said Property, from the date of handing over possession to the respective



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Transferees the Rates shall be borne, paid and discharged by the respective Transferees.

17.3 The owner, Developer or the Developer's transferees after taking possession shall bear and pay the proportionate amount of cost of maintenance and service charges with regard to the said new building in respect of their allocation.

17.4 The owner may form an Association with the intending Purchaser(s) for the purpose of proper maintenance of common areas and essential services at the said building including collection and disbursement of the maintenance costs and expenses till the formation of such association, the same shall be collected by the Developer.

18. JOINT DECLARATION:

18.1 During the continuance of this agreement, the owner herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of his right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

18.2 The owner shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except his allocation prior to notice to be served by the Developer.

18.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within **24 (twenty four) months** from the date of sanction of the building plan.



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18.4 If the Developer fails to complete construction and/or complete the said building during the said period, then in that case the owners shall extend 6(six) months as grace period for completion of construction.

18.5 The owner, till date has not taken any advance booking in respect of the said land and premises from any person or persons and the owner have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title over the said land.

18.6 The owner will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The owners shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

18.7 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the owners in favour of the Developer save as herein expressly provided and also the exclusive license and/or contract to the Developer to commercially exploit the said property in terms hereof on specific agreement basis subject to fulfillment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said building.

18.8 The owner and Developer have entered into this agreement purely on contract basis and nothing herein contained shall be deemed or construed as a partnership between the parties in any manner nor shall be parties hereto constitute an Association of persons.

19. ADJUSTABLE DEPOSIT & ADVANCE:



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19.1 It is agreed and recorded that the Developer will deposit a sum of Rs.10,00,000/- (**Rupees Ten Lac only**) only with the Owner as Adjustable Advance deposit on signing of this Agreement and the Developer shall deposit with the Owner a further sum of Rs. 10,00,000/- (**Rupees Ten Lac only**) only which will be paid immediately after sanction of Plan from concerned municipal authority is obtained by the Developer.

19.2 It is agreed and recorded that the said Adjustable Advance Deposit of the sum of Rs. 20,00,000/- (**Rupees Twenty Lac only**) only paid by the Developer shall be adjusted by the Owner to the Developer with the area to be calculated at the rate of Rs. 3300/- (Rupees Three thousand and three hundred only) per Sq. Ft.

20. SPECIFIC PERFORMANCE:

In case the Owner fails to execute the Deeds of Conveyance or conveyances in favour of the intending Purchasers of Developer's Allocation in respect of the Flats/Apartments and other constructed areas of the Housing complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the Owner to the Developer.

21. OBLIGATION OF THE DEVELOPER:

21.1 The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice above within the Completion Time subject to Force Majeure.



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- 21.2 The drainage/sewerage connection required to be obtained after the Full Completion/Occupancy Certificate shall be subsequently obtained by the Developer at its own costs.
- 21.3 The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.
- 21.4 It shall be the responsibility of the Developer to obtain at its own costs all Approvals required for the Project from various Government authorities. The Owners shall fully co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.
- 21.5 The Developer hereby agrees and covenants that it shall not transfer and/or assign this Agreement or any rights or benefits hereunder to outside parties without the written consent of the Owners.
- 21.6 That the Owner and Developer shall frame a scheme for the management and administration of the said Housing complex to be constructed at the said Property and all intending purchasers and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the said Housing complex.
- 21.7 That as and when the construction of the Housing Complex is completed by the Developer and the same is ready for occupation, the Developer shall give written notice to the Owner or their notified nominees as well as all the intending Purchasers to occupy their respective constructed areas in the said Housing complex and within 30 (thirty) days from the date of the said notice the Owner and Developer and their respective intending Purchasers shall be liable for payment of proportionate maintenance charges



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and Municipal rates and taxes and duties or any impositions payable in respect thereof.

22. OBLIGATIONS OF OWNERS

22.1 Title: The Owners shall ensure that their title to the said Property continues to remain marketable and free from all encumbrances, charges, liens, claims demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and 'lis - pendens' till the completion of the Project and the transfer of Units and shall keep the Developer fully indemnified regarding the same. The Owners shall forthwith rectify/remedy defects and/or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. at their own costs.

22.2 Co-operation with Developer: The Owners undertake to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property and shall sign all documents and papers that may be required for the same.

22.3 Documentation and Information: The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.

22.4 No Obstruction to Developer: The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.



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22.5 No Dealing with the said Property: The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.

22.6 Adherence by Owners: The Owners have assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

23. Financials:

23.1 Project Finance:

23.1.1 Without in any way affecting the right of the Owners in respect of the Owners' Allocation nor creating any monetary liability on the Owners, the Developer shall be entitled to obtain bank finance and/or loan facilities from any bank and/or financial institutions/entities in its own name for the purpose of the Project and for the aforesaid purpose the Developer shall be entitled to create a charge and/or mortgage over and in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation by creating an equitable charge and/or mortgage however without depositing the Original Title Deeds and the Owners agree and undertake to sign and execute all deeds documents and instruments as may be necessary and/or required.

23.1.2 It is hereby expressly agreed and declared that the Developer alone shall be liable for repayment of the loan amount and interest accrued thereon as also any penalty or other charge that may be payable in respect of the loan and in no event the Owners shall be liable and/or responsible for the same and the Developer shall keep the Owners and their respective successors saved, harmless and fully indemnified regarding the same as also of, from and against



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all costs, charges, claims, actions, suits and proceedings, if any in respect of the same.

23.1.3 The Developer undertakes that the finance so obtained by creating charge/mortgage in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation, will be utilized for the development of this Project only.

23.2 **Housing Loans:** The Transferees of saleable spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour. The Owners and the Developer shall sign the necessary documents for the same.

23.3 **Brokerage:** The brokerage payable for sales of the Units comprised in the Owners' Allocation shall be payable by the Owners and the brokerage payable for sales of the Units comprised in the Developer's Allocation shall be payable by the Developer. The Owners however shall at their costs have the option of appointing a separate agent for marketing and sales of the Owners' Allocation.

23.4 **Marketing:** The Project shall be marketed by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc.

24. Indemnity

24.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the



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Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident taking place due to negligence of the Developer during development and construction.

- 24.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by Developer and/or its nominees and/or assigns relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect/deficiency in title of the said Property and/or any encumbrance etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or in case of any act omission, breach or default of the Owners.

25. **Miscellaneous**

- 25.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Buildings all additional charges, expenses and/or deposits till the Flat Owners Association forms. These shall include corpus deposit, deposit/expenses for formation of the Maintenance Company, Common Expenses being all expenses to be incurred, paid, borne and contributed by the Transferees proportionately for the management, maintenance and upkeep of the New Building, the said Property and the Common Portions and/or for the common purposes, Maintenance Charges and deposits for the same, Municipal Taxes for Common Portions and deposits for the same, purchase and installation of generator, deposits



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demanding by the electric supply authority and other agencies as also the charges and expenses for electric equipment and cabling, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out pocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc.

25.2 Documentation: The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings of Owners' Allocation shall be prepared by the Advocates of the Owner and the documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings of Developer's Allocation shall be prepared by the Advocates of the Developer. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges relating to the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the New Building.

25.3 Additional/Further Construction: If at any time additional/further constructions become permissible on the said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and such additional/further constructed spaces shall also be shared by the Owners and the Developer in the same ratio.




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- 25.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 25.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 25.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The Owners shall be entitled to the custody of the duplicate.
- 25.7 **Essence of the Contract:** The Owners and the Developer expressly agree that the time periods, the mutual covenants and promises contained in this Agreement shall be the essence of this contract, subject to Force Majeure.
- 25.8 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 25.9 **No Implied Waiver:** Failure or delay by either Party to enforce any right under this Agreement, shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.




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25.10 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

25.11 **No Transfer at present:** Nothing in these presents shall be construed as a present transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

26. Defaults:

26.1 Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that in the event of the Developer failing to commence the project construction of the New Buildings within a period of 24 months from the date of Sanction of Plan (subject to Force Majeure), for any reason whatsoever, and the Owners shall have the option to cancel the agreement herein recorded by giving notice by Speed Post with Acknowledgement Due to the Developer.

26.2 Save as mentioned in Clause 26.1 above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance as may be agreed mutually between the parties or as may be decided by the Arbitrator. In the event the Developer is not able to complete construction within the agreed period (subject to Force Majeure) due to financial constraints or any willful default of the Developer, then the Developer shall be liable to pay damages to the Owners.



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27. Force Majeure

27.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural/ physical disaster, failure or shortage of power supply, war, military operations, air-raid, civil war/unrest, riot, crowd disorder, general strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delay due to municipal elections, any new or change in legislation, regulation, rule, policies, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any notices, directions or orders of Government, Corporation, any statutory or other body/authority or Court/Tribunal.

27.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall



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upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

28. **Amendment/Modification:** No alteration, amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement provided however it shall not be necessary to register such writing.

Notice: Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by Registered Post/Speed Post with Acknowledgement Due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

29. **Arbitration:** Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the arbitration of three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996 and any amendment or replacement thereof. The Owners shall jointly appoint one arbitrator and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrators shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrators shall be final and the parties agree to be bound by the same.




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30. Jurisdiction: In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

31. Rules of Interpretation:

31.1 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

31.2 Number: In this Agreement, any reference to singular includes plural and vice-versa.

31.3 Gender: In this Agreement, words denoting any gender include all other genders.

31.4 Party: In this Agreement, any reference to a Party is to a party to this Agreement.

31.5 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this



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Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

31.6 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

31.7 Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the pieces and parcel of Sali land measuring about **31.65 Decimal** equivalent to about **19 Cottah 02 Chittacks 16 Sq. Ft.** along with 100 sqft tin shed structure comprised in C.S. Dag No. 108 and 111 corresponding to R.S. Dag No. 208/260, 208/261 and 208/262 under C.S. Khatian No. 9 corresponding to R.S. Khatian No. 44 situated and lying at Mouza Nayabad, P.S. formerly Purba Jadavpur, J. L. No. 25; R. S. No. 3 within the local limits of the Kolkata Municipal Corporation under Ward No.109, District South 24-Parganas, together with all easements rights and appurtenances thereto attached being butted and bounded as follows:

On the North :	3 ft wide road
On the South :	12 ft wide common passage
On the East :	16 ft wide Road
On the West :	R.S. Dag No. 263(P)



✓
District Sub-Registrar-V
Alipore, South 24 Parganas

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SECOND SCHEDULE ABOVE REFERRED

(Owner's Allocation)

The Owners will be entitled to get 45% (forty five percent) of the total constructed area and/or F.A.R. of the proposed building together with undivided proportionate share in the land and a sum of Rs.20,00,000/- (Rupees Twenty Lac) only as and by way of adjustable money. Balance payment will be on August 2017.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

The Developer will be entitled to get 55% (fifty five percent) of the total constructed area and/or F.A.R. of the proposed New Building together with undivided proportionate share in the land.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

1. The structure of the building will be reinforced concrete from structure.
2. External brick wall will be 8" thick,
3. Internal partition wall will be 5 1/2";
4. All floors will be vitrified tiles of reputed make and internal wall surface will be plaster of paris;



✓
District Sub-Registrar-V
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26 NOV 2016

5. Kitchen which should be finished with black stone lower top and wall to be finished reputed make to be finished with wall tiles upto 2' height from top would be finished with Kajaria or bel type wall tiles upto 3' height;
6. Toilet walls will be finished with glazed tiles upto 6' height (from the floor one W Type pan one shower and two tap points to be provided in toilet;
7. There will be one white basin in dinning room;
8. All electrical wiring will be conceal type, each bedroom and dinning room will have two 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 and one ceiling ball point in Verandah;
9. Internal plumbing work will be conceal type;
10. External plumbing works will be surface type and is of PVC pipe lint;
11. Rain water line will also be made of PVC pipe;
12. There will be one tube well and overhead PVC tank
13. Under Ground waste line will be of S.W. Pipe 4" dia;
14. All windows will be aluminium stills with 4mm glass payers;
15. All door frames will be of 3"x2.5" sal/kapper wood made;
16. Internal flash door (Ply made) an d external panel door of steel or wood;
17. One Common grill entry door at ground stair
18. Outside weather coat based paint 2 coats.



District Sub-Registrar-V
Alipore, South 24 Parganas
26 NOV 2016

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of :-

1. Angana Pal
26, Mahanaga Mandir Road
Kolkata - 84

1. Snehamay Julla Gupta
2. Santanuj Datta Gupta
3. Subhamay Datta Gupta
4. Arijati Das Gupta
5. Bijali Chowdhury
6. Debashish Choudhury
7. Snehasmita Chowdhury

2. Bishwajit Das
26, Mahanaga Mandir
Road, Kolkata - 84

OWNERS

Bishwajit Das
As Lawfully Self & Constituted Attorney of
Rajrada Developers Partners.
1) Parveen Agarwal
2) Rajkumar Agarwal

DEVELOPER

Drafted by:

Aradhana Banerjee
(Advocate)
P/1310/1312/2009



District Sub-Registrar-V
Alipore, South 24 Parganas

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MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs.
10,00,000/- (Rupees Ten Lac only) only as and by way of payment of total adjustable
 money, as per memo below :-

<u>Date</u>	<u>Cheque No.</u>	<u>Bank Branch</u>	<u>Cheque issued in the name of</u>	<u>Amount (Rs.)</u>
06.10.2016	818310	INDUSIND BANK-Kolkata	Snehamoy Dutta Gupta	1,00,000/-
06.10.2016	818309	INDUSIND BANK	Santimoy Dutta Gupta	1,00,000/-
06.10.2016	818308	INDUSIND BANK	Subhamoy Dutta Gupta	1,00,000/-
06.10.2016	818307	INDUSIND BANK	Anjali Dasgupta	1,00,000/-
06.10.2016	818311	INDUSIND BANK	Bijali Chowdhury	3,00,000/-
06.10.2016	818312	INDUSIND BANK	Debashish Chowdhury	1,50,000/-
06.10.2016	818313	INDUSIND BANK	Snehashish Chowdhury	1,50,000/-
TOTAL: 10,00,000/-				

(TOTAL: RUPEES TEN LAC ONLY)

WITNESSES :-

1. Angana Pal
26. Mahamaya Mandir Rd,
KOL-84.
2. Biswajit Das

1. Snehamoy Dutta Gupta.
2. Santimoy Dutta Gupta.
3. Subhamoy Dutta Gupta
4. Anjali Das Gupta
5. Bijali chowdy
6. Debashish Chowdhury
7. Snehashish Chowdhury

OWNERS



District Sub-Registrar-V
Alipore, South 24 Parganas

26 NOV 2016



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

NAME - SNEHAMOY DUTTA GUPTA

SIGNATURE Snehamoy Dutta Gupta.



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

NAME - SANTIMOY DATTA GUPTA

SIGNATURE Santimoy Dutta Gupta.



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

NAME - SUBHAMOY DUTTA GUPTA

SIGNATURE Subhamoy Dutta Gupta



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

NAME - ANJALI DAS GUPTA

SIGNATURE Anjali Das Gupta




District Sub-Registrar-V
Alipore, South 24 Parganas

26 NOV 2016



(B-1)

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

NAME - BIJALI CHONDHURY

SIGNATURE Bijali Chondhury



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

NAME - DEBASHISH CHONDHURY

SIGNATURE Debashish Chondhury



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

NAME - SNEHASHISH CHONDHURY

SIGNATURE Snehashish Chondhury



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

NAME - BIKRAM AGARWAL

SIGNATURE Bikram Agarwal

Bik



District Sub-Registrar-V
Alipore, South 24 Parganas

26 NOV 2016

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201617-003116930-1 Payment Mode Online Payment
GRN Date: 17/11/2016 18:13:44 Bank: HDFC Bank
BRN: 271463950 BRN Date: 18/11/2016 00:00:00

DEPOSITOR'S DETAILS

Id No. : 16300001470896/2/2016
[Query No./Query Year]

Name : RAJWADA DEVELOPER
Contact No. : Mobile No. : +91 9830459894
E-mail :
Address : 26, MAHAMAYA MANDIR ROAD, KOLKATA-700084
Applicant Name : Mr Bodhisatwa Basu
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	16300001470896/2/2016	Property Registration- Registration Fees	0030-03-104-001-1E	11042
2	16300001470896/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	75021
Total				86063

In Words : Rupees Eighty Six Thousand Sixty Three only





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16300001470896/2016

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 Snehamoy Dutta Gupta 44A, Ganguly Bagan East Road, Garia, P.O:- Garia, P.S:- Patuli, District-South 24- Parganas, West Bengal, India, PIN - 700084	Land Lord			
2	Mr Santimoy Dutta Gupta 44A, Ganguly Bagan East Road, Garia, P.O:- Garia, P.S:- Patuli, District-South 24- Parganas, West Bengal, India, PIN - 700084	Land Lord			
3	Mr Subhamoy Dutta Gupta 44A, Ganguly Bagan East Road, Garia, P.O:- Garia, P.S:- Patuli, District-South 24- Parganas, West Bengal, India, PIN - 700084	Land Lord			

No.



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
4	Mrs Anjali Dasgupta U/83, Baishnabghata Patuli, P.O:- Panchasayar, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN - 700094	Land Lord			
5	Mrs Bijali Chowdhury 23F, Baderaipur Road, Jadavpur, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	Land Lord			
6	Mr Debashis Chowdhury 23F, Baderaipur Road, Jadavpur, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	Land Lord			
7	Mr Snehashish Chowdhury 23F, Baderaipur Road, Jadavpur, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Land Lord			



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
8	Mr Bikash Agarwal 26 MAHAMAYA MANDIR ROAD MAHAMAYATALA, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Developer [M/s Rajwada Developer]			
Sl No.	Name and Address of identifier	Identifier of			Signature with date
1	Mr Bodhisatwa Basu Son of Mr P.K. Basu Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Mr Snehamoy Dutta Gupta, Mr Santimoy Dutta Gupta, Mr Subhamoy Dutta Gupta, Mrs Anjali Dasgupta, Mrs Bijali Chowdhury, Mr Debashis Chowdhury, Mr Snehashish Chowdhury, Mr Bikash Agarwal			

(Utpal Kumar Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
V SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SNEHAMOY DUTTA GUPTA

MANINDRA KUMAR DUTTA GUPTA

01/01/1949

Permanent Account Number

AVLPD9319B

Snehamooy Dutta Gupta

Signature





स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



ADXPD4985H



नाम /NAME

SANTIMOY DATTAGUPTA

पिता का नाम /FATHER'S NAME

MANINDRA DATTAGUPTA

Santimoy

जन्म तिथि /DATE OF BIRTH

18-10-1959

हस्ताक्षर /SIGNATURE

Santimoy Datta Gupta
27-8-98

क

आयकर

COMMISSIONER OF INCOME TAX

Handwritten text, possibly a signature or date, in Bengali script.



स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ACTPD9345C

नाम /NAME

SUBHAMOY DUTTA GUPTA



पिता का नाम /FATHER'S NAME

MAHINDRA KUMAR DUTTA GUPTA

जन्म तिथि /DATE OF BIRTH

02-01-1964

Subhamoy Dutta Gupta

हस्ताक्षर /SIGNATURE

Subhamoy Dutta Gupta

Subhamoy

आयकर आयुक्त, प.बं.-II

COMMISSIONER OF INCOME-TAX, W.B. - II



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

ANJALI DASGUPTA

MANIKORA KUMAR DUTTA GUPTA

31/07/1946

Permanent Account Number

AZLPD03913H

Anjali Das Gupta

Signature

Anjali Das Gupta





आयकर विभाग

INCOME TAX DEPARTMENT

BIJALI CHOWDHURY

MANINDRA KUMAR DUTTA GUPTA

01/11/1947

Permanent Account Number

BEXPC3732F

Bijali Chowdhury

Bijali Chowdhury

Signature

भारत सरकार

GOVT. OF INDIA



24092015



सर्वोच्च न्यायालय



सर्वोच्च न्यायालय

INCOME TAX DEPARTMENT

GOVT. OF INDIA

DEBASHISH CHOWDHURY

PRANAB KUMAR CHOWDHURY

30/11/1970

Permanent Account Number

ACSPFC7988F

Debashish Chowdhury

Debashish Chowdhury

Signature







Snehashi Chandury

Handwritten signature





Bank



आयकर विभाग
INCOME TAX DEPARTMENT



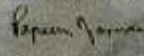
भारत सरकार
GOVT. OF INDIA

PARVEEN AGARWAL

RAJENDRA KUMAR AGARWAL

31/01/1961

Permanent Account Number
AGPPA1802M


Signature



28/05/2011



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BIKASH AGARWAL
RAJENDRA KUMAR AGARWAL
30/05/1982
Permanent Account Number
AHAPA64B4B

Signature



Bikash Agarwal





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAJKUMAR AGARWAL
RAJENDRA KUMAR AGARWAL
01/02/1985

Permanent Account Number
AHAPA8485A


Signature






Major Information of the Deed

Deed No :	I-1630-03595/2016	Date of Registration	11/28/2016 12:35:52 PM
Query No / Year	1630-0001470896/2016	Office where deed is registered	
Query Date	29/10/2016 1:08:57 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bodhisatwa Basu Alipore Police Court, Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831528996, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 1,001/-	Rs. 3,06,76,471/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 11,042/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pancha Sayar,

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		19 Katha 2 Chatak 16 Sq Ft	1/-	3,06,01,471/-	Property is on Road
Grand Total :					31.5929Dec	1 /-	306,01,471 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1,000/-	75,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		100 sq ft	1,000 /-	75,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Snehamoy Dutta Gupta Son of Late Manindra Kumar Dutta Gupta 44A, Ganguly Bagan East Road, Garia, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AVLPD9319B, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence



2	Mr Santimoy Dutta Gupta Son of Late Manindra Kumar Dutta Gupta 44A, Ganguly Bagan East Road, Garia, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ADXPD4985H, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence
3	Mr Subhamoy Dutta Gupta Son of Late Manindra Kumar Dutta Gupta 44A, Ganguly Bagan East Road, Garia, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACTPD9345C, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence
4	Mrs Anjali Dasgupta Daughter of Late Manindra Kumar Dutta Gupta U/83,Baishnabghata Patuli,, P.O:- Panchasayar, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AZLPD3913H, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence
5	Mrs Bijali Chowdhury Daughter of Late Manindra Kumar Dutta Gupta 23F, Baderaipur Road, Jadavpur, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BEXPC9792F, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence
6	Mr Debashis Chowdhury Son of Mr Pranab Kumar Chowdhury 23F, Baderaipur Road, Jadavpur, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACSPC7988F, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence
7	Mr Snehashish Chowdhury Son of Mr Pranab Kumar Chowdhury 23F, Baderaipur Road, Jadavpur, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AHWPC0870H, Status :Individual, Executed by: Self, Date of Execution: 25/11/2016 , Admitted by: Self, Date of Admission: 26/11/2016 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/s Rajwada Developer 26 MAHAMAYA MANDIR ROAD MAHAMAYATALA, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 PAN No. AARFR9646N, Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Bikash Agarwal Son of Late Rajendra Kumar Agarwal 26 MAHAMAYA MANDIR ROAD MAHAMAYATALA, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHAPA8484B, Status : Representative, Representative of : M/s Rajwada Developer (as Partner)



Identifier Details :

Name & address	
Mr Bodhisatwa Basu Son of Mr P.K. Basu Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Snehamoy Dutta Gupta, Mr Santimoy Dutta Gupta, Mr Subhamoy Dutta Gupta, Mrs Anjali Dasgupta, Mrs Bijali Chowdhury, Mr Debashis Chowdhury, Mr Snehashish Chowdhury, Mr Bikash Agarwal	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Snehamoy Dutta Gupta	M/s Rajwada Developer-4.51327 Dec
2	Mr Santimoy Dutta Gupta	M/s Rajwada Developer-4.51327 Dec
3	Mr Subhamoy Dutta Gupta	M/s Rajwada Developer-4.51327 Dec
4	Mrs Anjali Dasgupta	M/s Rajwada Developer-4.51327 Dec
5	Mrs Bijali Chowdhury	M/s Rajwada Developer-4.51327 Dec
6	Mr Debashis Chowdhury	M/s Rajwada Developer-4.51327 Dec
7	Mr Snehashish Chowdhury	M/s Rajwada Developer-4.51327 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Snehamoy Dutta Gupta	M/s Rajwada Developer-14.2857 Sq Ft
2	Mr Santimoy Dutta Gupta	M/s Rajwada Developer-14.2857 Sq Ft
3	Mr Subhamoy Dutta Gupta	M/s Rajwada Developer-14.2857 Sq Ft
4	Mrs Anjali Dasgupta	M/s Rajwada Developer-14.2857 Sq Ft
5	Mrs Bijali Chowdhury	M/s Rajwada Developer-14.2857 Sq Ft
6	Mr Debashis Chowdhury	M/s Rajwada Developer-14.2857 Sq Ft
7	Mr Snehashish Chowdhury	M/s Rajwada Developer-14.2857 Sq Ft

Endorsement For Deed Number : I - 163003595 / 2016



On 02-11-2016

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 3,06,76,471/-

U.K. Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 26-11-2016

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

Presented for registration at 11:30 hrs on 26-11-2016, at the Private residence by Mr Bikash Agarwal .

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

Execution is admitted on 26/11/2016 by 1. Mr Snehamoy Dutta Gupta, Son of Late Manindra Kumar Dutta Gupta, 44A, Ganguly Bagan East Road, Garia, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 2. Mr Santimoy Dutta Gupta, Son of Late Manindra Kumar Dutta Gupta, 44A, Ganguly Bagan East Road, Garia, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 3. Mr Subhamoy Dutta Gupta, Son of Late Manindra Kumar Dutta Gupta, 44A, Ganguly Bagan East Road, Garia, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 4. Mrs Anjali Dasgupta, Daughter of Late Manindra Kumar Dutta Gupta, U/83,Baishnabghata Patuli,, P.O: Panchasayar, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession House wife, 5. Mrs Bijali Chowdhury, Daughter of Late Manindra Kumar Dutta Gupta, 23F, Baderaipur Road, Jadavpur, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession House wife, 6. Mr Debashis Chowdhury, Son of Mr Pranab Kumar Chowdhury, 23F, Baderaipur Road, Jadavpur, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Business, 7. Mr Snehashish Chowdhury, Son of Mr Pranab Kumar Chowdhury, 23F, Baderaipur Road, Jadavpur, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service
Indetified by Mr Bodhisatwa Basu, , Son of Mr P.K. Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, , 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 26-11-2016 by Mr Bikash Agarwal, Partner, M/s Rajwada Developer, 26 MAHAMAYA MANDIR ROAD MAHAMAYATALA, P.O - Garia, P.S:- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN - 700084



Indetified by Mr Bodhisatwa Basu, . . Son of Mr P.K. Basu, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

UK Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 28-11-2016

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,042/- (B = Rs 10,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 11,042/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/11/2016 12:00AM with Govt. Ref. No: 192016170031169301 on 17-11-2016, Amount Rs: 11,042/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 271463950 on 18-11-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 714682, Amount: Rs.100/-, Date of Purchase: 29/09/2016, Vendor name: Taoash Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/11/2016 12:00AM with Govt. Ref. No: 192016170031169301 on 17-11-2016, Amount Rs: 75,021/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 271463950 on 18-11-2016, Head of Account 0030-02-103-003-02

UK Basu

Utpal Kumar Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2016, Page from 103443 to 103509
being No 163003595 for the year 2016.



Digitally signed by UTPAL KUMAR BASU
Date: 2016.11.29 10:41:08 +05:30
Reason: Digital Signing of Deed.

UK Basu

(Utpal Kumar Basu) 29-11-2016 10:41:07
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)