

2-2943

D-2584/19

11.40
1505



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL Q. NO. 1608-0000591805/19 AB 565698

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

Addl. District C.O. Registrar
Sonarpur, South 24 Parganas

[Handwritten Signature]
15/05/19



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 15th day of *May* Two
Thousand and Nineteen (2019)

BETWEEN

Basanti Laha

নং 168 তার 03/04/19
100/
খরিদার

M/S. RAJWADA DEVELOPER
26, MAHAMAYA MANDIR ROAD,
MAHAMAYATALA, P.O.-GARIA
P.S.- SONARPUR, KOLKATA-700084

তাপস হালদার স্ট্যাম্প ডেপোর
সোনরপুর, এ্যা.ডি. সাব রেজিস্ট্রার অফিস

০৩/০৪/১৯



Identified by me:
Subhasit Ghosh
C/O - Jyoti Ghosh
N.S.C. Birla Road
Nalanda, Kolkata-103

BASANTI LAHA (PAN AKTPL8039K), wife of Sanjoy Laha, by occupation- Housewife, by Religion - Hindu, by Nationality - Indian, residing at Jagaddal Laha Para Road, Post Office South Jagaddal, Police Station Sonarpur, District South 24 Parganas, Kolkata 700151, herein after called the **OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

RAJWADA DEVELOPER (PAN- AARFR9646N), a registered Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata- 700 084, District - South-24 Parganas, represented by its Partners namely, **(1) PARVEEN AGARWAL, (PAN - AGPPA1802M), (2) BIKASH AGARWAL (PAN - AHAPA8484B)** and **(3) RAJ KUMAR AGARWAL, (PAN - AHAPA8485A)** all sons of Late Rajendra Kumar Agarwal, all by Religion - Hindu, all by occupation - Business, all by Nationality- Indian, all residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata- 700 084, District-South 24-Parganas, the partners no 1 & 3 i.e. Parveen Agarwal and Raj Kumar Agrawal, duly represented by their Constituted Attorney the Sri Bikash Agarwal, the partner No. 2 herein, appointed nominated and constituted by virtue of the registered General Power of Attorney registered on 03.08.2015 in the office of the Additional District Sub-Registrar at Garia in Book No. IV, C D Volume No. 1629 - 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter called the **'DEVELOPER'** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor, successor - in - office, administrators and/or assigns) of the **OTHER PART**.

WHEREAS one Smt. Sarat Kumari Debi, wife of Late Upendra Nath Bhattacharyya, then residing at Rajpur, by a Deed of Conveyance in vernacular, registered in the office of the Sub-Registrar at Baruipur in Book no. 1 Volume No. 152, Pages from 200 to 203, being no. 12115 for the year 1965, sold conveyed and transferred ALL THAT the Bagan land

Basanti Laha



measuring 3.69 decimal equivalent to 11 Bighas 1 cottahs 12 chittaks be the same a little more or less, comprised in Mouza Jagaddal, J.L. No. 7, Touzi No. 49, in R.S. Dag No. 3293 under R.S. Khatian No. 480, Police Station Sonarpur, District South 24 Parganas, unto and in favour of Prasanta Naskar and Ratikanta Naskar, being minors represented by their natural guardian/father Manimohan Naskar, and Hemanta Naskar and Srimanta Naskar, both being minors, represented by their natural guardian/father Phani Bhusan Naskar, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS out of the entire land of the owners named above, an area of land having been taken by the Govt. of West Bengal utilizing the same for the canal purpose, and thereafter the owners retained land measuring 4 Bighas 18 cottahs 6 chittaks be the same a little more or less, comprised in Mouza Jagaddal, J.L. No. 7, Touzi No. 49, in R.S. Dag No. 3293 under R.S. Khatian No. 480, Police Station Sonarpur, District South 24 Parganas.

AND WHEREAS the owners named above, having found it difficult to occupy and enjoy the said land in *ejmali*, they thought it to be partitioned, and a Deed of Partition in vernacular was amicably made and registered in the office of the Sub-Registrar at Sonarpur in Book No. 1, Volume No. 28, Pages from 354 to 369, Being no. 3716 for the year 1984, whereby the said Prasanta Naskar and Ratikanta Naskar were jointly allotted land measuring 2 Bighas 9 Cottahs 3 chittaks and Hamanta Naskar and Srimanta Naskar were jointly allotted land measuring 2 Bighas 9 Cottahs 3 chittaks be the same a little more or less, comprised in Mouza Jagaddal, J.L. No. 7, Touzi No. 49, in R.S. Dag No. 3293 under R.S. Khatian No. 480, Police Station Sonarpur, District South 24 Parganas absolutely and forever.

AND WHEREAS in pursuance to the above Deed of Partition, the said Prasanta Naskar, Ratikanta Naskar, Srimanta Naskar and Hamanta Naskar each became the owner of undivided ALL THAT the Bagan land measuring 40.65 decimal equivalent to 1 Bighas 4 cottahs 9 chittaks 23 sq. ft. be the same a little more or less, comprised in Mouza Jagaddal, J.L. No. 7, Touzi No. 49, in R.S. Dag No. 3293 under R.S. Khatian No. 480, Police Station Sonarpur, District South 24 Parganas.

Prasanti Laha



AND WHEREAS said Ratikanta Naskar by a Sale Deed in vernacular dated 07.11.2014, registered in the office of the Additional District Sub-Registrar at Sonarpur in Book No. 1, CD Volume No. 23, Pages from 1910 to 1922, being 10928 for the year 2014, sold conveyed and transferred ALL THAT the piece or parcel of Bagan land measuring 2 (two) Cottahs, be the same a little more or less, having a 10' wide common passage abutting thereto, comprised in Mouza Jagaddal, J. L. No. 71, Touzi No. 49, in R.S. Dag No. 3293, corresponding to L.R. Dag No. 3365 under R.S. Khatian No. 480 corresponding to L.R. Khatian No. 4126, Police Station Sonarpur, District South 24 Parganas, unto and in favour of Smt. Basanti Laha, the Owner herein, wife of Sri Sanjay Laha, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS the Owner herein has intended to develop her said property i.e. ALL THAT the piece or parcel of Bagan land measuring 2 Cottahs equivalent to 3.3 decimal be the same a more or less, comprised in Mouza Jagaddal, J.L.No. 71, Touzi No. 49, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No. 480 corresponding to L.R. Khatian No. 4126, stated supra, which is more fully and particularly described in the **FIRST SCHEULE** hereunder written and hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS the Owner herein approached **M/S. RAJWADA DEVELOPER**, the Developer herein, in order to fulfill her desire of developing her Said Property more fully described in the **FIRST SCHEDULE** hereunder written, and the Developer herein having accepted the proposal of the Owner, agreed to enter into a development agreement for construction of a residential building on the Said Property as per plan to be sanctioned by the Rajpur-Sonarpur Municipality.

AND WHEREAS both the Parties herein are entering into this Agreement for Development in order to set out their rights and obligations in relation to the development of the Said Property of the First Part by the Developer herein, and other matters relevant in connection therewith, which they agree to abide by, act upon and govern solely in accordance with the terms and conditions of this Agreement, as stated hereunder.

Basanti Laha



Be it mentioned here that said Prasanta Naskar and his brother Sushanta Naskar @ Ratikanta Naskar have already entered into a Development Agreement dated 31st August, 2018, with M/S. Rajwada Developer, the Developer herein, for development of their property i.e. land admeasuring 77.9 decimal be the same a little more or less, by constructing building/s thereon, comprised in Mouza Jagaddal, Prgana Magura, J. L. No. 71, Touzi No. 49, in R.S. Dag No. 3293 corresponding to L. R. Dag No. 3365 under R. S. Khatian No. 480 corresponding to L. R. Khatian No. 4126, within Ward No. 25 of the Rajpur- Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas, and the same has been duly registered in the office of the District Sub-Registrar IV at Alipore in Book No. 1, Volume No. 1604-2015, Pages from 68279 to 68321, Being No.160406609 for the year 2015, and the Said Property of the Owner herein being adjacent and comprised in the same R.S. Dag No. 3293 corresponding to L. R. Dag No. 3365 with the property already under development agreement dated 31st August, 2018, referred above, both the plot of lands will be developed entirely within a single housing project by the Developer herein and therein, and the benefits and awards if any will be proportionate to the land of the Owner herein.

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

ARTICLE -I : DEFINITION

OWNER: shall mean and include the Party of the One Part herein and her heirs, executors, legal representatives, administrators and/or assigns.

DEVELOPER: shall mean and include the Party of the Other Part herein and its successors, successors - in - office, administrators and/or assigns.

SAID PROPERTY: shall mean and include ALL THAT piece or parcel of land measuring 2 (two) cottahs be the same a little more less comprised in Mouza - Jagaddal, J.L.No. 71, Touzi No. 49, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No. 480 corresponding to L.R. Khatian No. 4126, Additional District Sub-Registrar- Sonarpur, Police Station - Sonarpur, District - South-24

Prasanti Doha



Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, and hereinafter referred to as the '**SAID PROPERTY**'.

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

1.1 NEW BUILDING: shall mean and include such multistoried building/s to be constructed as per the Building Plan to be sanctioned by the Rajpur Sonarpur Municipality.

1.2 COMMON FACILITIES: shall mean and include corridors, staircases, ways, landing, common passage, boundary wall, water reservoir, water tank, pump motor, electrical and sanitary installations, fixtures and fittings, ingress and egress to and from the said proposed New Building etc. and roof of the building and other facilities and amenities provided thereat.

1.3 OWNER'S ALLOCATION:

The Owner will be entitled to get 40% (Forty percent) of the total constructed area available on the land measuring 2 (two) cottahs of the Owner and/or F.A.R. thereof, together with undivided proportionate share in the said land, and a sum of Rs. 10,000/- (Rupees Ten Thousand) only, being refundable, to be paid by the Developer to the Owner in the manner which is more fully described in the **Second Schedule** below subject to the provisions the Owner's Covenants, Security Deposit and Advance Clause contained herein.

1.4 DEVELOPER'S ALLOCATION: shall mean the remaining 60% (Sixty percent) share of the total constructed area available on the land measuring 2 (two) cottahs and/or F.A.R. thereof, of the proposed New Building comprised of several flats and other spaces, together with undivided proportionate share in the land herein which is more fully described in the **Article-XII** below.

1.5 BUILDING PLAN: shall mean and include the building plan and/or modified plan to be approved by the parties hereto and thereafter sanctioned by the Rajpur-Sonarpur Municipality.

Basanti Laha



- 1.6 **COMMON PORTIONS:** shall mean all the common areas and installations to comprise in the said Property after the development as more fully detailed in the **Fifth Schedule** hereto.
- 1.7 **COMMON EXPENSES:** shall mean and include all expenses to be maintenance of the said Property as more fully detailed in the **Sixth Schedule** hereto.
- 1.8 **PROPORTIONATE:** with all its cognate variations shall mean such ratio the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.

ARTICLE - II: DATE OF COMMENCEMENT

This Agreement shall be deemed to have been commencing on and from the date of its execution and shall remain in full force as long as the Developer's Allocation remains unsold or transferred to the intending purchasers.

ARTICLE -III: OWNER'S REPRESENTATION

- 3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property more fully and particularly described in the **First Schedule** hereunder written, free from all encumbrances whatsoever and she has not entered into any agreement or contract with any person or persons in respect of the Said Property and has not received any advance or part payment thereof.
- 3.2. The said land is not affected by any Scheme of acquisition or requisition of the State/Central Govt. or any local body/authority and the same has a clear and marketable title.
- 3.3 There is no vacant land in the Said Property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.4 The Said Property is free from all encumbrances, charges, mortgages, lien, lispendens, attachments whatsoever or howsoever and there is no tenant (of any type whatsoever) in the property or any portion thereof.

Basanti Laha



ARTICLE-IV: DEVELOPER'S REPRESENTATION

4.1 The Developer have sufficient knowledge and experience in the matter of development of immovable properties and construction of new building/s and also arrangement for sufficient funds to carry out the work of development of the Said Property and/or construction of the said New Building/s.

ARTICLE -V: DEVELOPMENT WORK

5.1 The Developer shall carry on or cause to be carried on the work of development in respect of the Said Property by constructing building/s, comprised of several self-contained flats, car parking space/s and other space/s and will sell the flats, car parking space/s and other spaces together with undivided proportionate share or interest in the land and proportionate share in the common parts, common areas, amenities and facilities provided thereat unto and in favour of the prospective purchaser or purchasers, out of its allocation stated above, save and except the Owners' Allocation.

ARTICLE -VI: DEVELOPER'S COVENANTS

6.1 The Developer out of its own fund shall complete and/or cause to be completed the construction of the Said New Building/s and cause deliver to the Owner her Allocation as stated hereinbefore, within 36 (Thirty Six) months from the date of obtaining the Sanctioned Building Plan.

6.2 The Development of the Said Property and/or construction of the proposed New Building/s shall be made by the Developer on behalf of the Owner herein and for other Owners under the Development Agreement registered on 31.08.2015 mentioned hereinabove, and at its own costs.

6.3 The Developer at its 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 on the work of development of the Said Property.

6.4 The Developer shall at its own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required in the Said New Building.

Basanti Laha



6.4.1 The Developer shall apply to the authority of the electric service provider for obtaining supply of electricity in the New Building along with the main meter, and the said main meter will be for the user of all the occupiers of the proposed New Building/s,

6.4.2 It would be the responsibility of the Developer to obtain the meters for the individual purchaser/s and cause installation of the same to the said respective flat/s of the purchaser/s, and

ARTICLE-VII: OWNER'S COVENANTS

7.1 The Owner shall appoint, nominate and constitute the Developer as her Constituted Attorney by executing a General Power of Attorney duly registered in favour of the Developer authorizing and/or empowering the Developer to do all acts, deeds, matters and things necessary for completion of the work of development of the Said Property and/or for construction of the said proposed New Building/s and/or to sell and mortgage the Developer's Allocation as per terms of this Agreement.

7.2 The Owner shall be bound if so required by the Developer, to sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declarations to enable the Developer to apply for and obtain due sanction for electricity, sewerage, water and other public utility services to be provided in or upon the Said New Building/s and to co-operate with the Developer in respect of modification of and/or rectification to the plan sanctioned by the Rajpur-Sonarpur Municipality and for all these acts, deeds and things the Owner shall grant further Power of Attorney in favour of the Developer as and when it may be necessary.

7.3 The Owner shall not in any manner obstruct the carrying on with the Development work of the Said Property and/or construction of New Building/s on the said land as agreed. Moreover the Owner and the Developer shall have no right to claim anything except their respective allocations in the said proposed New Building/s.

7.4 The Owner shall deliver her title deed in original and all other papers and documents relevant to the title, to the Developer at the time of selling and transferring the said Developer's Allocation and the Developer herein shall retain the said deed/s in original, all papers and

Basanti Laha



documents so handed over to the Developer, as long as the sale of the Developer's Allocation to the intending Purchaser/s is not completed.

7.5 The Developer shall be entitled to sell only its allocation with the proportionate share or interest in the land to the intending purchaser/s but only after allocation of space in the proposed New Building/s is completed mutually by and between the Owner and the Developer.

7.6 That the Owner herein shall be liable to bear all the costs and expenses for mutation of the Said Property in the office of the Rajpur-Sonarpur Municipality.

7.7 The Owner shall bear the cost towards Standby Generator, Transformer installation Charges, Club Charges, for the Owner's Allocation, in the Said New Building/s as may be agreed by and between the parties.

ARTICLE-VIII: CONSTRUCTION

8.1 The construction of the said New Building shall be made by the Developer as per the Building Plan sanctioned by the Rajpur Sonarpur Municipality and in accordance with the process of work agreed on mutual consent of the Parties herein.

8.2 The Developer shall be entitled to obtain necessary modification of and/or rectification to the Building Plan duly sanctioned by Rajpur-Sonarpur Municipality, if required, for the purpose of completion of the construction of the New Building/s.

8.3 The Developer may appoint employ and retain 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 for carrying on with the construction of the said New Building/s, as the Developer shall at its own discretion deem fit and proper.

8.4 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 of the Said New Building/s

Basanti Datta



along with all cost of construction and in this regard the Owner shall not in any manner would be made responsible or liable.

8.5 The Developer shall invest required finances for construction and completion of the Said New Building/s from its own resources as well as from any financial assistance which may be taken from any Bank/s and/or financial institution/s, and in that case the Developer may have to mortgage and/or create charge on the Said Property as a whole inclusive of the Owner's allocated area in the Said New Building/s.

8.6 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 along with all other related charges thereof and the Owners shall not be liable in any manner in respect of repayment of the said loan.

ARTICLE-IX: SPACE ALLOCATION

9.1 After completion of the construction of the New Building/s, the Developer will deliver the Owner's Allocation consisting of flats, car parking spaces if any, other spaces to the Owner.

9.2 There shall be a Supplementary Agreement by and between the Parties herein, regarding allocation of their respective spaces in the New Building after the building plan has finally been sanctioned by the Municipality.

ARTICLE-X: RATES & TAXES

10.1 The Owner, Developer and their respective transferees shall bear and pay the municipal taxes, building taxes and other rates and taxes whatsoever as may be found payable in respect of the Said New Building/s.

10.2 The Owner, Developer and their respective transferees after taking possession of their allocation/flats and others, shall bear and pay the proportionate amount towards the cost of maintenance and service charges including club charges at the rate of Rs. 2/- per sq. ft. towards their respective area of Allocations in the Said New Building/s in the Said Property.

Basanti Dahi



10.3 The purchaser and/or occupiers of the respective flats in the Said New Building will form an Association for the purpose of proper maintenance of the Said New Building, common areas and essential services thereof, including collection and disbursement of the maintenance costs and expenses.

10.4 The Owners shall be liable to pay all CGST and SGST or any other taxes as applicable in proportion to their area of Allocation in the Said New Building in the Said Property.

ARTICLE-XI: JOINT DECLARATION

11.1 During the continuance of this Agreement, the Owner herein shall not sell, transfer, encumber, mortgage or otherwise deal with or dispose of her right, title and interest in the Said Property in any manner whatsoever and shall not do any act, deed, matter or thing which may in any manner whatsoever cause obstruction in the matter of development and construction of the New Building in the Said Property.

11.2 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 36 (Thirty Six) months from the date of obtaining the building plan duly sanctioned by the Municipality.

11.3 In case the Developer fails to complete construction and/or complete the said building within the time stipulated hereinabove, then and in that case the Owner shall extend the time to the extent of 6(six) months as grace period for completion of construction of the New Building in the Said Property.

11.4 The Owner till date has not taken any advance from any person or persons towards booking of any portion of her allocation in the Said Property and the Owner has not encumbered the same in any manner whatsoever and declare that the Said Property is still free from all encumbrances and she has a good, clear and marketable title into the Said Property.

11.5 The Owners shall be bound to make registration of sale deed in respect of all flats and spaces of Developer's Allocation at the cost of the intending Purchaser(s) without any claim or demand whatsoever. The

Basanti Laha



Owner shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed Deeds of Conveyance.

11.6 Nothing contained in these present shall be construed as a demise or assignment or conveyance or transfer in law by the Owner 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 New Building.

11.7 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.

ARTICLE-XII : SECURITY DEPOSIT & ADVANCE

12.1 It is agreed and recorded that the Developer will deposit a sum of Rs. 10,000/- (Rupees Ten Thousand only), being refundable to be paid by the Developer to the Owner in the following manner:

ARTICLE-XIII : INDEMNITY

13.1 That the Owners shall keep the Developer indemnified against all liabilities of the said Property and the Developer shall keep the Owner indemnified against damages that may arise in course of construction and completion of the Said New Building at the Said Property.

13.2 The Developer will enforce the defects, claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.

13.3 It is agreed and recorded that Owner and the Developer shall mutually indemnify and keep indemnified each other against all actions suits losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owner and Developer on account of or arising out of any breach of any of these terms or any law, rules or regulations or otherwise howsoever.

Basanti Laha



ARTICLE - XIV : OBLIGATIONS OF DEVELOPER

14.1 That the Owners and Developer shall frame a scheme for the management and administration of the said New Building/s 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 New Building/s.

14.2 On completion of the construction of the Said New Building/s 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 to occupy their respective constructed areas and/or Allocations in the Said New Building/s and on expiry of 30 (thirty) days from the date of the said notice the Owners and Developer shall become liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof henceforth at the rate of Rs. 2/- per sq. ft. towards their respective area of Allocations in the Said New Building/s in the Said Property.

ARTICLE - XV : ARBITRATION & JURISDICTION

15.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this Agreement or with regard to the construction or interpretation of this Agreement or any of the terms herein contained, the same shall be settled amicably between the parties hereto, If the same is not settled amicably then the matter will be referred to Arbitration consisting of three arbitrators each party will appoint one and the third arbitrator will be appointed by the two appointed arbitrators and the decision of the majority will be binding upon the parties hereto. The arbitration shall be conducted in terms of the provisions of Arbitration and Conciliation Act, 1996 as amended up to date.

15.2 The arbitration shall be conducted in the English language and the arbitration sittings shall be held in the city of Kolkata only.

Basanti Saha



15.3 The Courts at District South 24-Parganas at Alipore alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the Parties hereto.

ARTICLE-XVII : SUPPLEMENTARY AGREEMENT

The Parties hereby explicitly declare and agree that there shall be a Supplementary Agreement by and between the parties regarding allocation of the newly constructed Building after final municipal plan sanction and there shall be other Supplementary Agreements by and between the parties, if any, for alteration and/or modification of any of the terms and conditions contained in this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring 2 cottahs vacant land equivalent to 3.3 decimal be the same a little more less comprised in Mouza - Jagaddal, J. L. No. 71, Touzi No. 49, in R.S. Dag No. 3293 corresponding to L.R. Dag No. 3365 under R.S. Khatian No. 480 corresponding to L.R. Khatian No. 4126, within Ward No. 25 of the Rajpur-Sonarpur Municipality, Additional District Sub-Registrar and Post Office- South Jagaddal, Police Station - Sonarpur, District - South-24 Parganas, Kolkata-700151, together with all easements rights and appurtenances thereto attached being butted and bounded as follows:-

- | | | |
|--------------|---|------------------------------|
| On the North | : | By L.R. Dag No. 3365 (Part); |
| On the South | : | By L.R. Dag No. 3365 (Part); |
| On the East | : | By E.M. Bypass; |
| On the West | : | By L.R. Dag No. 3365 (Part). |

SECOND SCHEDULE ABOVE REFERRED

(Owners' Allocation)

40% (Forty percent) of the total constructed area available on the land measuring 2 (two) cottahs of the Owner, and/or F.A.R. of the proposed New Building together with undivided proportionate share in the land, together with proportionate share in the common areas, common parts, facilities and amenities to be provided thereat.

Basanti datta



THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

60% (Sixty Percent) of the total constructed area available on the land measuring 2 (two) cottahs of the Owner, and/or F.A.R. of the proposed New Building together with undivided proportionate share in the land and proportionate share in the common areas, common parts, facilities and amenities to be made available thereat.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of Construction)

ANNEXTURE - "X"

1. Walls : As per sanctioned Building Plan.
2. Floor : all floors surfaced with tiles/marble (2' x 2') and internal wall surface will be plaster of Paris.
3. Kitchen : kitchen will be finished with black granite on the top would be finished with branded type wall tiles upto 2' height above slab.
4. Toilet : toilet wall will be equipped with glazed tiles upto 5' 6" from the floor and one western type of toilet pan, one shower and two tap points.
5. Electric: all electric wiring will be concealed type, each bedroom and dining room will have three light points, one fan point and one plug point and kitchen will have one power point, one exhaust fan point and light point and verandah and toilet will have one light point each, one exhaust fan point.
6. Plumbing: internal and external plumbing works will be of surface type and of PVC pipe line.
7. Rain water line will be also made of PVC pipe.
8. There will one tube well and one overhead PVC tank.
9. Underground waste line will be of S.W. pipe in 4" diameter.
10. All windows will be made of Aluminum sliding window with 5 mm glass pane.
11. All doors frames will be of 4" x 2.5" wood made.
12. Internal and external door will be flash door of ply.
13. Doors/windows/grill with 2 coats of paints.
14. Cost of Mainline/main meter per flat Rs./-.

FIFTH SCHEDULE ABOVE REFERRED TO

(The Common Areas)

1. Entrance and exits of the premises.
2. Security Guard's room/care taker's room.

Basanti Laha



3. Elevator/Lift with capacity of five passengers of Adams or equivalent make.
4. Any common area in the new building, foundation, columns, beams etc.
5. Pump and motor, Stair Case, common passage, water lines, boundary wall, water tank and reservoir, electrical wiring, transformer, fixtures and fittings, vacant space, roof, gates.

SIXTH SCHEDULE ABOVE REFERRED TO

(common expenses to be paid proportionately)

Maintenance charges, municipal taxes, khajna, common electric charges, repairing and colouring in respect of the common areas, amenities and facilities provided in the Said New Building etc. morefully described in the **SEOND SCHEDULE** hereinabove.

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:-

WITNESSES:-

1. Angana Pal
26, Mahamaya Mandir Road
Garia, Sonarpur, Kolt 84

2. Subhojit Ghosh
26, Mahamaya Mandir Road
Garia, Kolt-84

3. Ankita Ghosal
26, Mahamaya Mandir Road,
Garia, kolkata-700084

Drafted by

Shyamkrishna Sanyal
Ali pora Jura
Kolkata
URB/169/1986

Basanti Laha

OWNER

Bikash Agarwal
As Lawfully Self & Constituted Attorney of
Rajwade Developers Partners.
1) Parveen Agarwal
2) Rajkumar Agarwal

DEVELOPER



MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned sum of Rs. 10,000/- (Rupees Ten thousand) only in cash as and by way of payment of total refundable money.

WITNESSES:-

1. Angana Pal
Garia, Kol-84
2. Sebanjan Sarkar
Garia, Kol-84

Basanti Laha
OWNER



3. Elevator/Lift with capacity of five passengers of Adams or equivalent make.
4. Any common area in the new building, foundation, columns, beams etc.
5. Pump and motor, Stair Case, common passage, water lines, boundary wall, water tank and reservoir, electrical wiring, transformer, fixtures and fittings, vacant space, roof, gates.

SIXTH SCHEDULE ABOVE REFERRED TO
(common expenses to be paid proportionately)

Maintenance charges, municipal taxes, khajna, common electric charges, repairing and colouring in respect of the common areas, amenities and facilities provided in the Said New Building etc. morefully described in the **SEOND SCHEDULE** hereinabove.

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:-

WITNESSES:-

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

2. Sebanjan Sarkar
 26, Mahamaya Mandir Road
 Garia, Kolkata - 700084

Basanti Laha
 OWNER

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

DEVELOPER

Drafted by
 Ankita Ghosal

Advocate
 F/1172/2013
 High Court, Calcutta





Basanti Laha

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

NAME - BASANTI LAHA

SIGNATURE - Basanti Laha



Bikash

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

NAME - BIKASH AGARWAL

SIGNATURE - Bikash

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

NAME -

SIGNATURE -

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

NAME -

SIGNATURE -



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

GRN: 19-201920-001257569-1

Payment Mode Online Payment

GRN Date: 08/05/2019 12:17:26

Bank : HDFC Bank

BRN : 794818039

BRN Date: 08/05/2019 12:18:53

DEPOSITOR'S DETAILS

Id No. : 16080000591805/2/2019

[Query No./Query Year]

Name : RAJWADA GROUP

Contact No. : Mobile No. : +91 9830459894

E-mail :

Address : 26 MAHAMAYA MANDIR ROAD KOL84

Applicant Name : Mr Asish Das

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16080000591805/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	4911
2	16080000591805/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	114

Total

5025

In Words : Rupees Five Thousand Twenty Five only


 ভাৰতৰ নিৰ্বাচন কমিশ্বন
 भारत का
ELECTION COMMISSION OF INDIA
IDENTITY CARD

NIO1632769




নিৰ্বাচকেৰ নাম : তৰুজিৎ ঘোষ
 Elector's Name : Subhajit Ghosh
 পিতাৰ নাম : জয়দেব ঘোষ
 Father's Name : Joydeb Ghosh
 প্ৰ/সেখ : পু/ M
 জন্ম তাৰিখ : 13/12/1996
 Date of Birth : 13/12/1996

NIO1632769

ঠিকা:
 গোঘাট, রাজগ্রাম, রাঘুবাতি, গোগঘাট, বর্ধমান, পিন- 712614

Address:
 GHOSH PARA,
 RAJAGRAM, RAGHUBATI, GOGHAT,
 HOOGHLY- 712614



Date: 19/12/2012

201-গোঘাট (সস) বিধানসভা কেন্দ্রের
 201-গোঘাট (সস) বিধানসভা কেন্দ্রের
 Facsimile Signature of the Electoral
 Registration Officer for
 201-Goghhat (SC) Constituency

In case of change in address mention this Card for
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with new number.

Subhajit Ghosh

20th Nov 1962



Basanti Laha



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 2010/17532/00227

To
 Basanti Laha
 বাসন্তী লাহা
 24/04/2014
 W/O: Sanjay Laha
 laha para road
 Rajpur Sonarpur (M)
 Dakshin Jagatdal South 24 Parganas
 West Bengal - 700151



KL885004991FT
 88500499



আপনার আধার সংখ্যা / Your Aadhaar No. :

5504 0638 7150

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



বাসন্তী লাহা
 Basanti Laha
 পিতা : অমূল্য কুন্ডু
 Father : AMULYA KUNDU

জন্ম তারিখ / DOB: 01/05/1978
 লিঙ্গ / Female

5504 0638 7150



আধার - সাধারণ মানুষের অধিকার

Basanti Laha



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিনয়িত পরিচয় প্রমাণীকরণ
Unique Identification Authority of India

ঠিকানা: A পাড়া লাহা
লাহা পাড়া রোড, রাজপুর সোনারপুর (এস)
দক্ষিণ জগদল, দক্ষিণ ২৪ পরগণা
পশ্চিম বঙ্গ,

Address: W/O: Sanjay Laha,
laha para road, Rajpur
Sonarpur (M), South 24
Parganas, Dakshin Jagatdal,
West Bengal, 700151

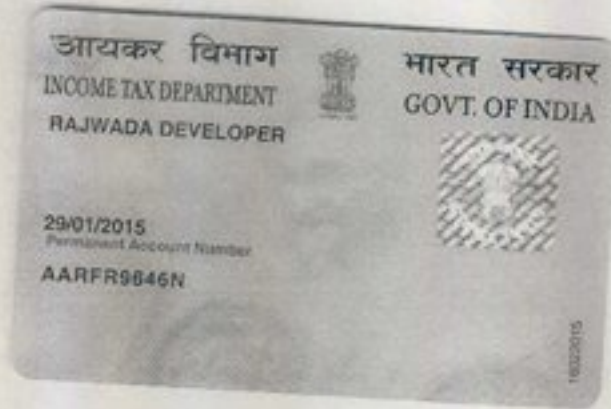
5504 0638 7150

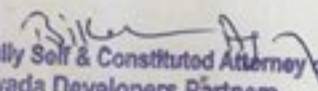
1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Basanti Laha




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

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BIKASH AGARWAL
RAJENDRA KUMAR AGARWAL
30/05/1982

Permanent Account Number

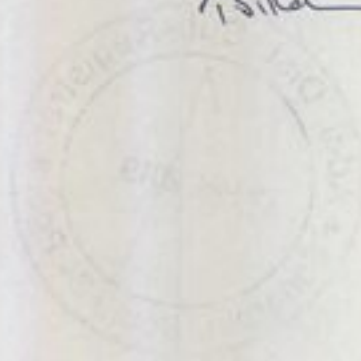
AHAPA8484B

Bikash Agarwal

Signature



Bikash Agarwal





Major Information of the Deed

Deed No :	I-1608-02584/2019	Date of Registration	15/05/2019
Query No / Year	1608-0000591805/2019	Office where deed is registered	
Query Date	10/04/2019 3:31:21 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Asish Das Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9674333519, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 10,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 30,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,011/- (Article:4E(g))	Rs. 114/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

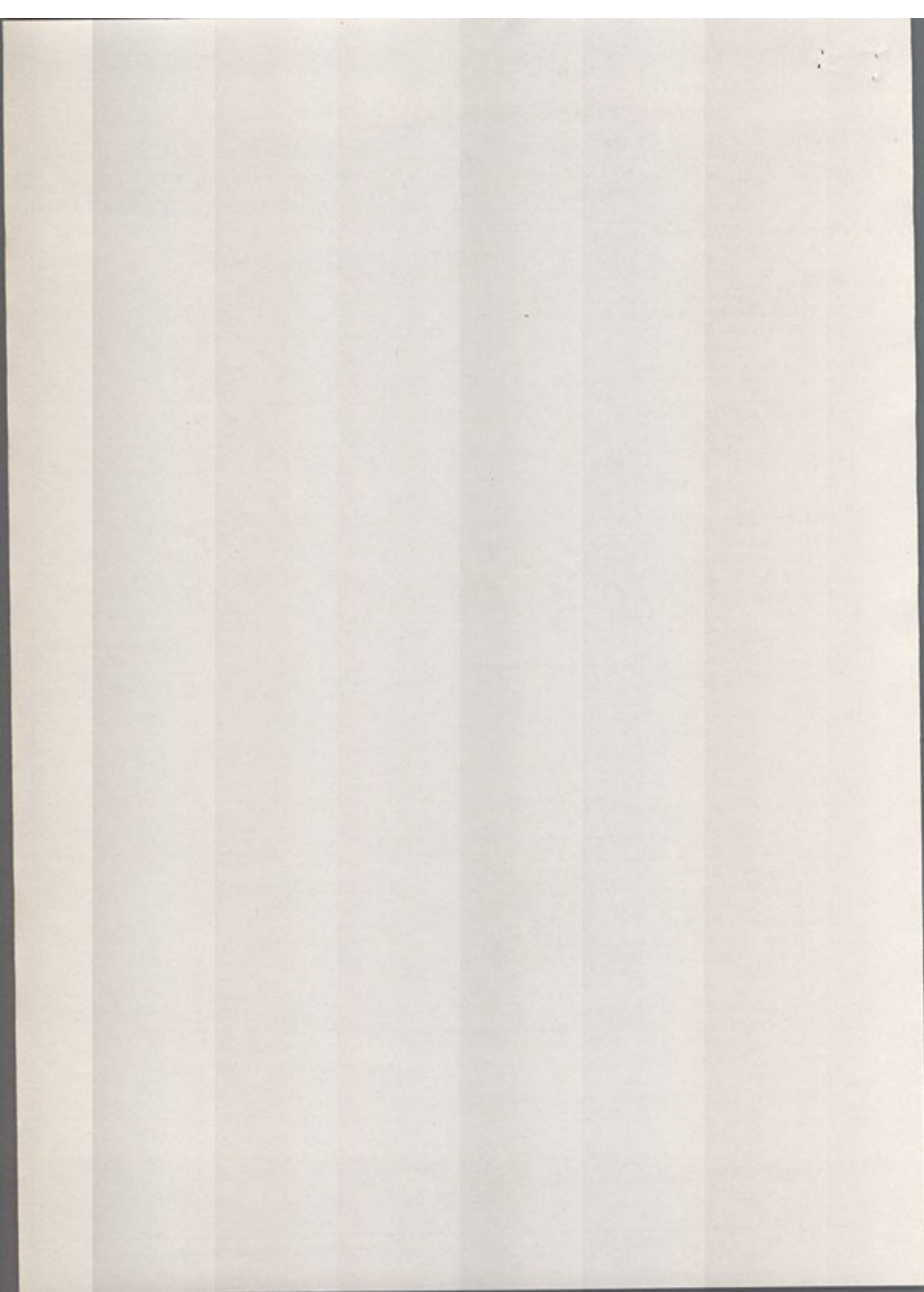
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: E. M. Bye Pass (Sonarpur),
Mouza: Jagaddal, Ward No: 25 Pin Code : 700151

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3365 (RS :-)	LR-4126	Bastu	Bagan	2 Katha	1,00,000/-	30,00,000/-	Property is on Road Adjacent to Metal Road,
Grand Total :					3.3Dec	1,00,000 /-	30,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Basanti Laha Wife of Shri Sanjay Laha Executed by: Self, Date of Execution: 15/05/2019 , Admitted by: Self, Date of Admission: 15/05/2019 ,Place : Office			
	Jagaddal Lahapara Road,, P.O:- Dakshin Jagaddal, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700151 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKTPL8039K, Status :Individual, Executed by: Self, Date of Execution: 15/05/2019 , Admitted by: Self, Date of Admission: 15/05/2019 ,Place : Office	15/05/2019	15/05/2019	15/05/2019

Major Information of the Deed :- I-1608-02584/2019-15/05/2019





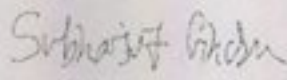
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	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, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Bikash Agarwal (Presentant) Son of Late Rajendra Kumar Agarwal Date of Execution - 15/05/2019, , Admitted by: Self, Date of Admission: 15/05/2019, Place of Admission of Execution: Office	Photo  May 15 2019 1:04PM	Finger Print  LTI 15/05/2019	Signature  15/05/2019
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.:: AHAI?A8484B Status : Representative, Representative of : Rajwada Developer (as Partner)				

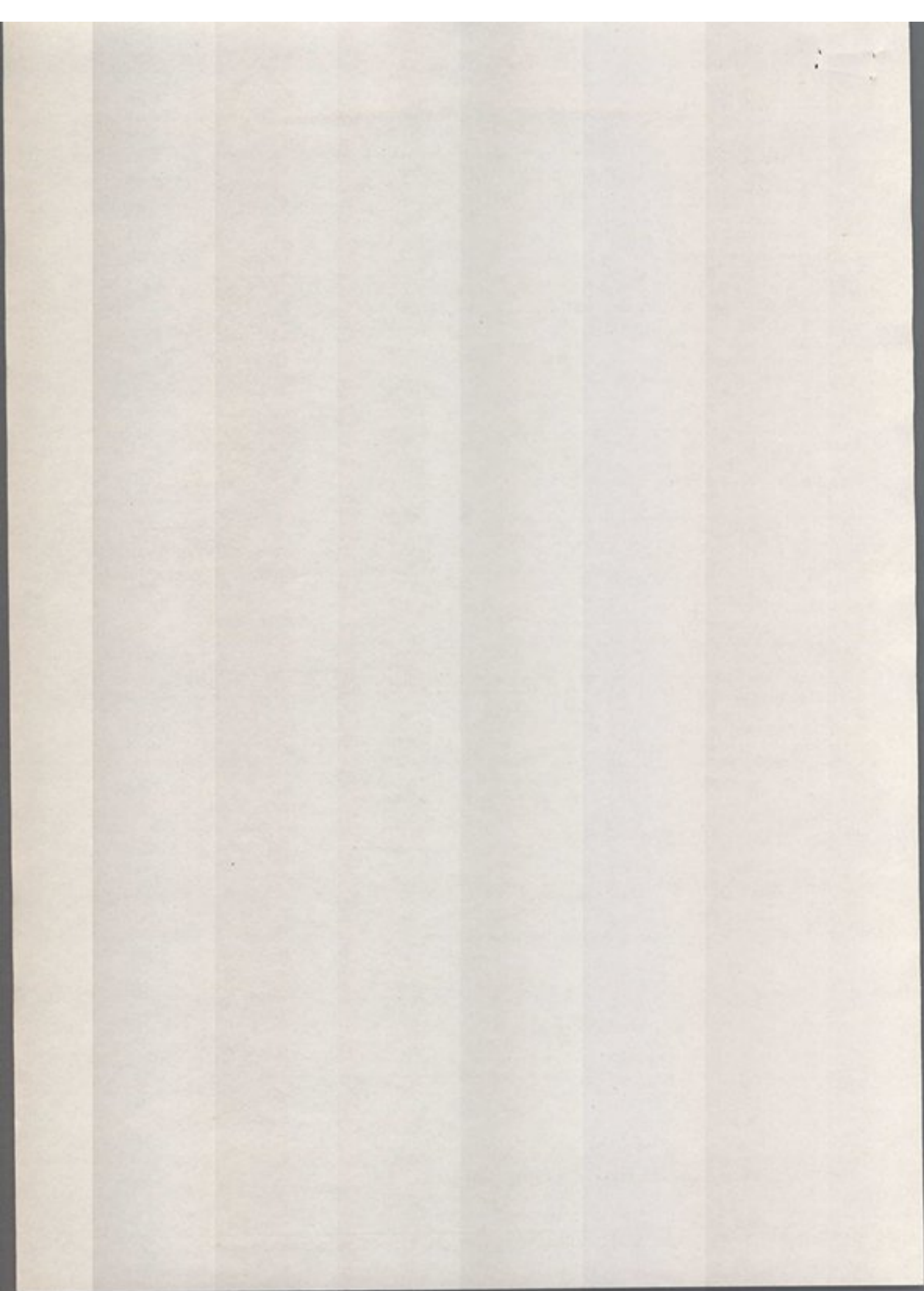
Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhojit Ghosh Son of Mr Joydeb Ghosh 1159, N S C Bose Road, Kamalgazi, P.O:- Narendrapur, P.S:- Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700103	 15/05/2019	 15/05/2019	 15/05/2019
Identifier Of Smt Basanti Laha, Mr Bikash Agarwal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Basanti Laha	Rajwada Developer-3.3 Dec

Major Information of the Deed :- I-1608-02584/2019-15/05/2019



Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: E. M. Bye Pass (Sonarpur),
Mouza: Jagaddal, Ward No: 25 Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3365, LR Khatian No:- 4126	Owner: বাসন্তী লাহা , Gurdian: সন্ন লাহা, Address: নিজ , Classification: বাগান, Area: 0.03000000 Acre,	Smt Basanti Laha

Endorsement For Deed Number : I - 160802584 / 2019

On 13-05-2019

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 30,00,000/-

Barun Kumar Bhunia

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 15-05-2019

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

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

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

Presented for registration at 12:17 hrs on 15-05-2019, at the Office of the A.D.S.R. SONARPUR by Mr Bikash Agarwal .

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

Execution is admitted on 15/05/2019 by Smt Basanti Laha, Wife of Shri Sanjay Laha, Jagaddal Lahapara Road,, P.O: Dakshin Jagaddal, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by Profession House wife

Indetified by Mr Subhojit Ghosh, . , Son of Mr Joydeb Ghosh, 1159, N S C Bose Road, Kamalgazi, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service

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

Execution is admitted on 15-05-2019 by Mr Bikash Agarwal, Partner, Rajwada Developer (Partnership Firm), 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN - 700084

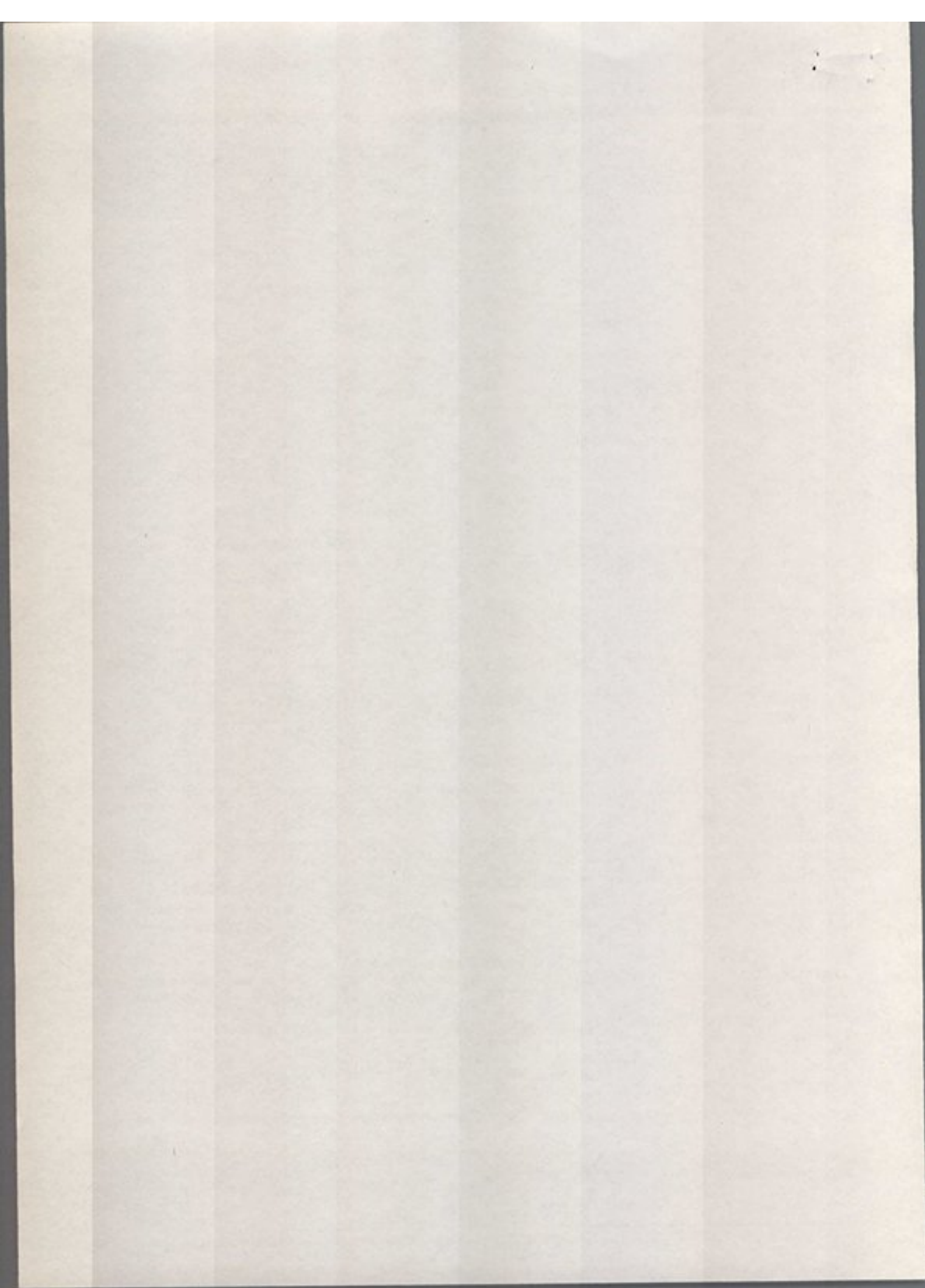
Indetified by Mr Subhojit Ghosh, . , Son of Mr Joydeb Ghosh, 1159, N S C Bose Road, Kamalgazi, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 114/- (B = Rs 100/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 114/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/05/2019 12:18PM with Govt. Ref. No: 192019200012575691 on 08-05-2019, Amount Rs: 114/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 794818039 on 08-05-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1608-02584/2019-15/05/2019



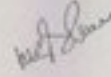
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,911/-

Description of Stamp

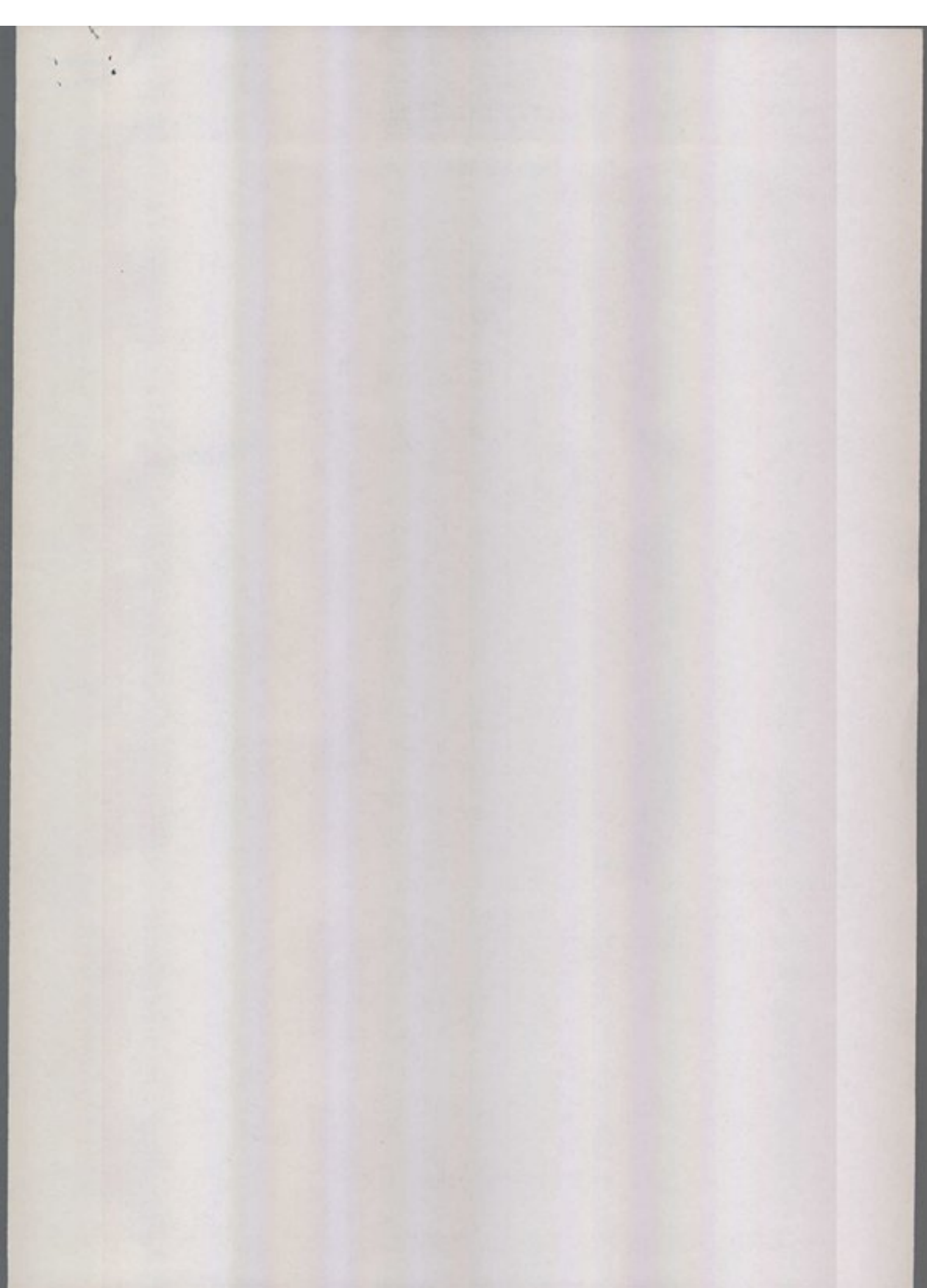
1. Stamp: Type: Impressed, Serial no 1689, Amount: Rs.100/-, Date of Purchase: 03/04/2019, Vendor name: Tapas Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/05/2019 12:18PM with Govt. Ref. No: 192019200012575691 on 08-05-2019, Amount Rs: 4,911/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 794818039 on 08-05-2019, Head of Account 0030-02-103-003-02



Barun Kumar Bhunia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1608-02584/2019-15/05/2019



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2019, Page from 62988 to 63019

being No 160802584 for the year 2019.



Barun Kumar Bhunia

Digitally signed by BARUN KUMAR
BHUNIA

Date: 2019.05.31 10:58:20 +05:30

Reason: Digital Signing of Deed.

(Barun Kumar Bhunia) 31-05-2019 10:58:03

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)