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पश्चिम बंगाल WEST BENGAL

77AB 832157

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 21/08/2023  
 3-50P.M.  
 2001453430/2023

Printed text in the middle section:  
 Certified that the document is admitted the  
 Registrar. The signature sheets and the  
 government sheets attached with the  
 document are the part of this document.



Handwritten signature and date: 22-6-23  
 District Sub-Registrar-IV  
 Registrar U/S 7 (2) of  
 Registration 1908  
 Alipore, South 24 Parganas

**DEVELOPMENT AGREEMENT**

Handwritten notes in the bottom left margin:  
 3-50P.M.  
 21/6/23

Printed text in the bottom section:  
 1. Date: 21st June 2023  
 2. Place: Kolkata  
 3. Parties:

**3.1 SUNIRMAN INFRASTRUCTURE (PAN ABRFS9735J)** a Partnership Firm having its registered office at Ramchandrapur, Police Station - Sonarpur, District - South 24 Parganas, represented by its Partners **(i) Mr. Nurul Absar (PAN ADAPA9134C)**, son of late Alhaj Kalimuddin Ahmed residing at 53/B, Bright Street, Police Station - Karaya, Kolkata - 700017 **(ii) Mr. Qazi Kalimul Islam @ Kazi Kalimul Islam (PAN AAFPI8302N)** son of late Zahedul Islam residing at 105/3B, Karaya Road, Police Station - Karaya, Kolkata - 700017, both by faith Islam by occupation Business, **(iii) Mr. Subrata Dey (PAN AGIPD4404F)** son of Sunil Kumar Dey residing at 30/1/1, Ram Mohan Mukherjee Lane, Police Station - Shibpur, District - Howrah, Pin - 71102 hereinafter collectively referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART.

**AND**

**3.2 SINHA PROJECT PRIVATE LIMITED** having **(PAN AAMCS0111M)**, represented by its Director Mr. Ujjal Sinha Roy, **PAN ALAPS2028M**, son of Shiba Prasad Sinha Roy having its registered office at 84A Lake View Road, PO Sarat Bose Road, PS Lake, Kolkata 700029 hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successors in office, executors, administrators, representative and assigns) of the SECOND PART.

**AND**

**3.3 M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N)** a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL** and **(3) SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, by Nationality- Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700084 the Partner Nos. 1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No. 2, SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 3.08.2015 before the office of the A.D.S.R. at Garia and recorded in Book No. IV, Volume No. 1629 - 2015, Pages Nos. 1590 to 1601, Being No. 162900297 for the year 2015 hereinafter referred to as the "CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the THIRD PART.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-**

**4. SUBJECT MATTER OF DEVELOPMENT:**

**4.1 Project Property: ALL THAT** piece and parcel of **40** decimals be the same a little more or less, of Danga land (Now Bastu) comprised in R.S. Dag No. **891** under R.S. Khatian No. **35**, corresponding to L.R. Dag No. **1002**, L.R. Khatian No. **892** at Mouza- Ramchandrapur, J.L. No. 58, Police Station- Sonarpur, District South 24- Parganas, Bonohoghly No. 1 Gram Panchayat, which is morefully described in the First Schedule

herein below written and hereinafter referred to as the "**SAID PROPERTY**".

**5. WHEREAS:**

- 5.1 The Landowners have represented and warranted to the Developer regarding title, that-.
- 5.2 One Lakshmi Narayan Purakait, Shailen Purakait and Panchanan @ Dhananjay Purakait all sons of Late Monilal Purakait were the joint equal owners of ALL THAT land admeasuring 120 decimals, be the same a little more or less comprised in R.S. Dag No. 891 under R.S. Khatian No. 35, in Mouza- Ramchandrapur, J.L. No. 58, Pargana- Magura, R.S. No. 196, Touzi No. 3-5, Police Station- Sonarpur, District 24-Parganas now South 24-Parganas.
- 5.3 While being seized and possessed of or otherwise well and sufficiently entitled to ALL THAT well demarcated plot of land admeasuring an area of 40 decimals more or less comprised in R.S. Dag No. 891 under R.S. Khatian No. 35 in Mouza- Ramchandrapur, J.L. No. 58, the said Shailen Purakait recorded his name in respect of the same in the books and records of the B.L. & L.R.O., and was conferred L.R. Khatian No. 892, L.R. Dag No. 1002, appertaining to R.S. Dag No. 891 under R.S. Khatian No. 35, in Mouza- Ramchandrapur, J.L. No. 58.
- 5.4 The said Shailen Purakait died intestate and issueless on or about 3rd June, 1987 leaving behind him his widow, Arati Purakait as his sole legal heiress, who inherited his entire right, title and interest in ALL THAT the piece and parcel of well demarcated plot of land measuring an area 40 decimals more or less comprised in R.S. Dag No. 891 under R.S. Khatian No. 35, corresponding to L.R. Dag No. 1002, L.R. Khatian No. 892 in Mouza- Ramchandrapur, J.L. No. 58.

- 5.5** The said Arati Purakait, wife of Late Shailen Purakait by four separate Deeds of Conveyance dated 13<sup>th</sup> April, 2010, all registered in the office of the **Additional Registrar of Assurances- I, Kolkata** and recorded in (1) Book No. **I**, CD. Volume No. **9**, Page nos. **9234** to **9254**, being No. **03769** for the year **2010**, (2) Book No. **I**, CD. Volume No. **9**, Page nos. **9255** to **9275**, being No. **03772** for the year **2010**, (3) Book No. **I**, CD. Volume No. **10**, Page nos. **1** to **21**, being No. **03773** for the year **2010** and (4) Book No. **I**, CD. Volume No. **10**, Page from **22** to **42**, being No. **03775** for the year **2010** sold and conveyed to a Partnership Firm carrying on business in the name **Sunirman Infrastructure**, Owner herein therein referred to as the Purchaser, ALL THAT the said piece and parcel of 40 decimals of Danga land comprised in R.S. Dag No. 891 under R.S. Khatian No. 35, corresponding to L.R. Dag No. 1002, L.R. Khatian No. 892 at Mouza- Ramchandrapur, J.L. No. 58, Police Station- Sonarpur, District South 24- Parganas.
- 5.6** The said **Sunirman Infrastructure**, duly recorded its name in the L.R. Record of Rights under **L.R Khatian No. 2215**, and his since, been in absolute khas possession of **ALL THAT** piece and parcel of **40** decimals of Danga land (Now Bastu) comprised in R.S. Dag No. **891** under R.S. Khatian No. **35**, corresponding to L.R. Dag No. **1002**, L.R. Khatian No. **892** at Mouza- Ramchandrapur, J.L. No. 58, Police Station- Sonarpur, District South 24- Parganas, Bonohooghly No. 1 Gram Panchayat, morefully and particularly mentioned in the Schedule hereunder written and hereafter referred to as the '**Said property**'.
- 5.7** By a registered Agreement for Development dated **22<sup>nd</sup> July, 2015** registered in the office of the District Sub Registrar IV, Alipore, South 24 Parganas and recorded in Book I, Volume No. 1604 – 2015, Page Nos. 40196 to 40242 Being No. 160405596 for the Year 2015 the said **Sunirman Infrastructure**,

appointed one **Rajwada Developer** represented by its partners all mentioned hereinabove, as the Developer for the construction of the New Building at the Said property and hereafter referred to as the said Development Agreement.

- 5.8** However, the parties being desirous to cancel and rescind the said Development Agreement and all contractual obligations referred therein and in this regard recorded the same in writing and registered a Revocation of Development Agreement dated 21/06/2023, in the office of the District Sub Registration IV, South 24 Parganas Being No. 160407756 for the year 2023.
- 5.9** The said Sinha Projects Private Limited (Developer herein, therein referred to as the Confirming Party) thereafter in the interest of Assignment of Rights of Development Agreement transferred a sum of **Rs. 1,55,00,000/-** (Rupees One Crore Fifty Five Lakh only) in favour of the Confirming Party hereinreferred, towards transfer of its rights under the erstwhile Development Agreement and the construction already conducted at the said property.
- 5.10 Absolute Ownership:** Thus, by virtue of the instruments mentioned above, the Landowners became absolutely, owners and seized, possessed jointly with all that said property being **ALL THAT** piece and parcel of **40** decimals be the same a little more or less, of Danga land (Now Bastu) comprised in R.S. Dag No. **891** under R.S. Khatian No. **35**, corresponding to L.R. Dag No. **1002**, L.R. Khatian No. **892** at Mouza- Ramchandrapur, J.L. No. 58, Police Station- Sonarpur, District South 24- Parganas, Bonohoghly No. 1 Gram Panchayat, along with the rights appurtenant thereto.
- 6. DESIRE OF DEVELOPMENT OF THE SAID PROPERTY & ACCEPTANCE:**
- 6.1** The Developer is in the business of Construction and Development of Real Estate and has the requisite

infrastructure and expertise to construct and market the new building proposed to be constructed on the Said property. The Developer also has the necessary financial resources to carry out, complete and finish the Development envisaged. Thus, the Landowners have approached the construct a Basement plus Ground plus Four storied building including all facilities and amenities thereat for the purpose of commercial exploitation of the said property.

**6.2** The Developer has carried out its due diligence and verified the documents made available by the Landowners and is satisfied that the said property is free from encumbrances to title and has thus, decided and agreed to enter into this Agreement at its cost and expenses on the terms and conditions as mentioned in this agreement.

**7. DEFINITION:**

**7.1 Approvals:** shall mean all permissions, approvals, consents, validations, confirmations, licenses, clearances and other authorizations required to be obtained from statutory, government, regulatory and/or other authorities, including environmental clearance, occupancy certificate and other approvals pertaining to commencement, implementation and completion of the Development.

**7.2 Building:** Shall mean Basement plus Ground plus Four storied structure to be constructed on the Said property.

**7.3 Common Facilities & Amenities:** shall mean all the common facilities as may be provided by the Developer in the Building including the entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if applicable) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

- 7.4 Completion:** in respect of the Development shall mean the completion of the Construction of the Building as evidenced by issue of completion/occupancy certificate issued by the appropriate statutory authority;
- 7.5 Saleable Space:** shall mean any commercial spaces, shops, offices, retail and/or Unit(s), but does not include Common Areas and Facilities to be constructed. The Developer shall endeavour to achieve maximum saleable space.
- 7.6 Landowners Allocation:** Shall mean **44% (Forty Four percent)** of the divided demarcated area in the building along with proportionate Car Parking Spaces to be determined in due course, together with the proportionate share in common facilities and amenities of the building.
- 7.7 Developer's Allocation:** Shall mean the **56% (Fifty Six percent)** of the divided demarcated area in the building along with proportionate Car Parking Spaces to be determined in due course, together with the proportionate share in common facilities and amenities of the building.
- 7.8 Landowners Obligation:** To provide land free from all or any encumbrances to title, and sign necessary documents as and when required by the Developer.
- 7.9 Developers Obligation:** To construct with good material on the said property.
- 7.10 Architect/Engineer:** Shall mean such person or persons being appointed by the Developer for designing and planning of the Building;
- 7.11 Transfer:** With its grammatical variations shall include transfer of the Building subsequent to the issue of occupancy/completion certificate.
- 7.12 Building Plan:** shall mean the building plan of a Basement, Ground plus 4 storied Building prepared or caused to be prepared by the Developer from the Architect and sanctioned



by the Kolkata Municipal Corporation, Gram Panchayat, Zila Parishad and/or any other Governmental Authority having jurisdiction over the Said Property and shall include any modifications, alterations, amendments, additions or deletions thereto as may be done from time to time by the Developer in consultation with the Architect and the Landowners of the building, including its modification and amenities and alterations.

- 7.13 Built Up Area:** Built up area shall mean, the carpet area of the flat including area covered by internal walls along with fifty percent of the common partition wall (if any) between two flats.
- 7.14 Super Built Up Area:** Super built up area shall mean the total built up area of the said flat along with such percentage attributable thereto for the common parts and portions as determined by the Landowners and Developer.
- 7.15 Force Majeure:** Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act beyond the reasonable control of the parties hereto.

**8. LANDOWNERS RIGHTS & REPRESENTATION:**

- 8.1** The Landowner are now seized and possessed of and/or otherwise well and sufficiently entitled the Said Property, and shall allow the right of such entry to the Developer for the sole purpose of carrying out and completing the development and commercial exploitation of the same.
- 8.2** The Landowners have marketable title in respect of the said property and are in khas and peaceful possession of the Said Property.
- 8.3** The Landowners shall sign all papers and documents, as may be required, to enable the Developer to procure the No Objection Certificate/ permission for development/ redevelopment of the Said Property and/or to procure No

Objection Certificate (NOC), if required, and/or so applicable from all concerned authorities.

**8.4** The Landowners hereby further agrees and covenants with the Developer that the Landowners shall;

- a) Not cause any interference and/or hindrance in the development of the Building at the Said property.
- b) Not do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right and entitlements under this Agreement or subsequent hereto.
- c) Render and extend all reasonable co-operation, help and assistance to the Developer for the successful completion of the development of the Building.
- d) Grant and/or execute, simultaneously with the execution of this agreement a Development Power-of-Attorney in favour of the of Developer, to do and perform necessary acts deeds and things necessary for the purpose of the development of the said property and also for the purpose of sale and transfer of the Units/saleable spaces of the Developers Allocation on Ownership basis or otherwise in the proposed Building except Owners Allocation.
- e) sign and execute necessary applications, affidavits, undertakings and other documents as necessary / required from time to time for the purpose to be submitted to the concerned departments / authorities for the development of the said property.
- f) sign and execute necessary deeds and documents for the purpose of transfer of the Units / Saleable Spaces in favour of the Transferees from time to time on Ownership basis.
- g) not do anything in contravention/violation of this Agreement.

**9. DEVELOPER RIGHTS & REPRESENTATION:**

The Developer for the purpose of development and completion of the Development by completion of the Building on the said property in terms of this Agreement is hereby authorized and shall be entitled to as well as be obliged to do act and perform the works as mentioned below and the Landowners shall grant a registered power of attorney to the Developer for carrying out the following works;

- a) To have a plan sanctioned or revalidate the existing plans if any, for construction of the Building as may be permissible under the existing municipal and other laws utilizing the permissible floor area ratio and/or the floor space index, as applicable, to the extent possible at its own costs and expenses.
- b) To apply for and obtain Consents and all other approvals sanctions, and/or permissions as may be necessary and/or required for undertaking development of the Building on the said Property including to procure the No Objection Certificate/permission for development / redevelopment of the Said property and/or to procure No Objection Certificate (NOC), if required.
- c) To cause, if required, survey and soil testing of the land at the said property.
- d) To cause modifications rectifications and revalidations of the Plan sanctioned for the development of the said property.
- e) To install and/or cause to be installed electricity, water and drainage facility at the Said property.
- f) To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- g) To construct and complete the Building so sanctioned for construction and development by the concerned authority(ies) at its own costs and expenses, but subject, however, to the terms and conditions, as stated in this agreement.

- h) To calculate, assess and determine and/or cause to be calculated the "Carpet Area" of the Units of the proposed Building in consultation with the architects and to endeavour to achieve maximum saleable space.
- i) To comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- j) To regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the Development.
- k) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said Building in accordance with the Said Plan and/or the revised plan, if any, within the scheduled time-line under this Agreement and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- l) Upon obtaining all the consents for the development of the Building on the Said property, proceed diligently to execute and complete the development of the said property in a good and workmanlike manner with good quality materials as may be recommended by the Architect.
- m) To keep the Landowners saved harmless and indemnified from and against all losses claims suits and proceedings caused due to or arising out of any act of omission and commission on the part of the Developer for the purpose of and in course of the development of the said property.
- n) The Developer shall commence construction within 15 days of receiving the Sanction Plan along with Building Permit and shall complete the construction of the Building within **31.12.2024** from issue of Sanctioned Plan. The construction shall be considered complete only on issuance of an occupancy

certificate by the relevant Government Agency certifying that the Building is suitable for occupancy, the Developer shall thereafter handover vacant undisputed possession of the Landowners Allocation, together with all proportionate rights of the common facilities and amenities to the Landowners.

- o) The Developer shall furthermore achieve completion of development of the said property within **31.12.2024** ("**Completion Date**"), subject to there being no Force Majeure Event. The Developer shall be entitled to reasonable extension of time period as per the Government Notification and Orders for achieving the Completion of Development, if the delay, in achieving the Completion of Development is on account of any Force Majeure Events, provided the Developer has notified about existence of such event within 14 (Fourteen) Business Days from the occurrence of such an event.

**10. DEFAULT:**

- 10.1** In the event of any delay in achievement of Completion of Development of the said property in terms of this Agreement within the timelines specified above, the Developer shall be entitled to a grace period of 6 (six) months thereafter.
- 10.2** In the event the Developer fails to complete the construction of the said Building within the grace period, subject to the Landowners not being in breach or default of the provisions of this Agreement and there being no Force Majeure Event, the Landowners shall have the right to do the acts as mentioned hereunder.
- 10.3 TERMINATION:** In the event the Developer is unable to complete the construction within **31.06.2025**, the Landowner shall have a joint meeting to determine the period within which such construction is to be completed and on the basis of such discussion/agreement this agreement shall stand amended.

**11. DEALING OF SPACE IN THE BUILDING:**

- 11.1 Exclusive Power of Dealings of Landowners:** The Landowners shall be entitled to transfer or otherwise deal with Landowners Allocation in the building and the Power for the same may also be delegated to the Developer.
- 11.2 Exclusive Power of Dealings of Developer:** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or deal with any right, claim, interest limited to only Developer's Allocation in the building and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- 11.3 Installation of Common Amenities:** The Developer shall install and erect pump, storage tank, overhead reservoir, permanent electric connection from the CESC/WBSEDCL as applicable and until permanent electric connection will be obtained, temporary electric connection shall be provided in the building. The cost of installing permanent electric line shall be borne proportionately by the parties hereto.
- 11.4 Architect Fees etc.:** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
- 11.5 Upkeep Repair & Maintenance:** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the flat owners and occupiers of the said Building or any part or portions thereof will be borne by the associations to the flat owners after handing over the building.
- 11.6 Marketing:** The Developer shall undertake the marketing and promotion of the building for the sale of the units by various means through advertisements, publications, issuing brochures

and prospectus of the Building as he may deem necessary. The Owners shall unless otherwise agreed be liable to sell their entitlement at their own discretion.

**11.7 Maintenance:** Upon completion of the Development, the Developer shall be entitled to maintain and manage the Common Areas of the Building either by itself or through any agency appointed by it for the said purpose till the formation of the Association of Transferees after which the maintenance and management of the Property shall be done by the Association. For this purpose, the Developer shall be entitled to collect maintenance charges from and frame such rules and regulations for the Transferees as it may deem fit.

**12. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:**

- 12.1 Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowners Allocation in the building together with occupancy/completion certificate issued. On the 16<sup>th</sup> day of the such notice, the Landowners shall be in deemed possession of their allocation
- 12.2 Payment of Corporation/Municipality Taxes:** Within 15 days from the receive possession of Landowners Allocation and all times thereafter the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (herein for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners Allocation only and the Developer shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (herein for the sake of brevity referred to as 'the said rates') payable in respect of the Developers Allocation only.

- 12.3 Share of Common Expenses & Amenities:** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay bear and shall pay to the Developer/Flat Owners Association as the case may be, the maintenance charges for the common facilities in the new building payable in respect of any unsold units remaining in the Landowner' Allocation.
- 12.4 Documentation:** At the time of possession the Developer shall handover to the Landowners all documents including Approvals, Sanctions, building Permit, clearances, mutation certificate, occupancy certificate or Completion Certificate etc. or any such document pertaining to the Development and construction on the said property.
- 12.5 Defect Liability:** The Developer Shall be held liable for any structural defect or any other defect in workmanship, quality or provision of services in the Building erected by the Developer provided such defect is brought to the notice of the Developer within a period of 5 (five) years by the from the date of handing over possession to the Landowners/third party, it shall be the duty of the Developer to rectify such defects without further charge, and commence rectification work within 1 month of notice of such defect and complete the work within 2 month, and in the event of Developer's failure to rectify such defects, the Landowners shall have the same conducted at the cost and expense of the Developer.
- 13. MISCELLANEOUS:**
- 13.1 Contract Not Partnership:** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to be constituted as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.



- 13.2 Tax:** Neither Party shall be liable and shall keep the other indemnified for any income tax, wealth tax or any other taxes in respect of the other Parties Allocation. The Developer shall also be solely responsible for payment of Goods and Service Tax related to construction.
- 13.3 Process of Issuing Notice:** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 13.4 Name of the Building:** The name of the building shall be "Dakshinee".
- 13.5 Mortgage:** The Developer shall be entitled to borrow money and his risk and responsibility from any banks or banks or financial institution by mortgaging his entitlement in the subject property under this agreement, without creating any financial liability of the Landowners or effecting their estate and interest in the said property and they shall furthermore, not be responsible and/or be made liable for payment of any due to such bank or banks and the Developer shall keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 13.6 Amendment:** The instant Agreement can be modified by subsequent written agreements by and between the Parties and in such event the same shall be construed as an integral part of this Agreement.
- 14. DISPUTES:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this

Agreement (collectively **Disputes**) shall at first instance be resolved mutually, following which it shall be referred to Arbitration by a Sole Arbitrator to be appointed jointly by both parties. The venue and seat of arbitration shall be Kolkata.

**15. JURISDICTION:**

The Courts in Kolkata shall have jurisdiction to entertain and try all actions and proceedings pertaining to the presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**[SAID PROPERTY]**

**ALL THAT** piece and parcel of **40** decimals of Danga land (Now Bastu) comprised in R.S. Dag No. **891** under R.S. Khatian No. **35**, corresponding to L.R. Dag No. **1002**, L.R. Khatian No. **892** at Mouza- Ramchandrapur, J.L. No. 58, Police Station- Sonarpur, District South 24- Parganas, Bonohoghly No. 1 Gram Panchayat, along with the rights appurtenant thereto.

Butted and Bounded as Follows;

**ON THE NORTH BY** : Part of R.S Dag no. 894, 892 & 870.

**On THE SOUTH BY** : Part of R.S Dag no. 891 and 12 foot wide common passage.

**ON THE EAST BY** : 24.5 Mt. Bye Pass Road.

**ON THE WEST BY** : Part of R.S Dag no. 895 and 896.

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

*Nurul Abjan*  
*Quari Kalimat Istia*  
*Subito do*

SIGNED AND DELIVERED

BY THE Owner(s)

At Kolkata in the presence of

1. *Satyami Kannan*  
 Vill+P.O+P.S-Sankhail
2. *Howrah-711313*

*Sukamal Roy*  
*Dulpore Mandi pokur par*  
*P.O.+P.S-Nalhati, Dist-24 Pgs (N)*  
*Pin-743165*

SIGNED AND DELIVERED

BY THE DEVELOPER

At Kolkata in the presence of

1. *Satyami Kannan*
2. *Sukamal Roy*

SIGNED AND DELIVERED BY THE  
 CONFIRMING PARTY

At Kolkata in the presence of

1. *Satyami Kannan*
2. *Sukamal Roy*

Drafted by  
*Swarup Bose*  
 Advocate  
 High Court at Calcutta  
 F/1521/2016.

**SUNIRMAN INFRASTRUCTURE**

Represented by its Partners

*Vijal Saha Roy*

**SINHA PROJECT PRIVATE LIMITED**

Represented by its Director



*Parveen Agarwal*

As Lawfully Self & Constituted Attorney of  
 Rajwada Developers Partners.

- 1) Parveen Agarwal
- 2) Rajkumar Agarwal

**RAJWADA DEVELOPER**

SPECIMEN FORM FOR TEN FINGER PRINTS

	Ujjal Bishel Ray	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
							
							

	Quazi Kalimul Islam	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
							
							

	Nurul Abbas	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
							
							

SPECIMEN FORM FOR TEN FINGER PRINTS



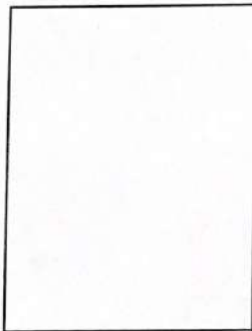
*Subots Sa*

		Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND						
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND						



*Nisar Khan*

		Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND						
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND						



		Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND						
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 233299 to 233333

being No 160407757 for the year 2023.



Digitally signed by ANUPAM HALDER  
Date: 2023.06.23 17:01:48 +05:30  
Reason: Digital Signing of Deed.

*(Handwritten signature)*

(Anupam Halder) 2023/06/23 05:01:48 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)