

Sl. no. 5222

Padma Das

Notary Govt. of India
Kolkata

Professional Address :

C.M.M's Court Compound
2 & 3, Bankshall Street,
Kolkata - 700 001

Notarial Certificate

(Pursuant to section 8 of the Notaries act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Padma Das duly authorised by the Central Government to practice as a NOTARY, do hereby verify, authenticate, Certify, attest as under the execution of the instrument annexed here to collectively marked "A" on its being executed, ratified and identified by the respective signatories as to the matters contained therein, presented before me. According to that this is to

verify, authenticate and attest that the annexed instrument "A" is the
*Agreement Between Saman Jang
and others of B.O, Swarnamoyee P.O.
P.O. 25 - Baranapore, Murgesh, Duttal.*

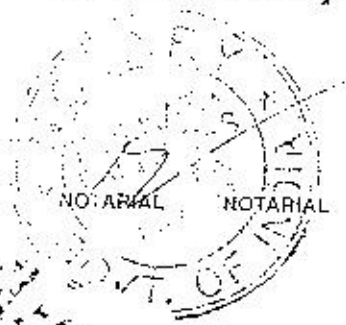
PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY

WHERE OF being required of a
NOTARY, I, the said notary do
hereunder subscribe my hand and
affix my seal of office at Calcutta, *6 8 2001*
on this the..... day of.....
in the year of Christ.....
in the year of Christ.....



Notarial Stamp



16/09/21
Padma Das

Notary, Govt. of India
Regd. No. 13771/18
C.M.M's Court Compound
2 & 3, Bankshall Street,
Kolkata - 700001

पचास

FIFTY
RUPEES

₹ 50

RS. 50

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AT 348 09



AGREEMENT BETWEEN 1) SAMAR NAG, 2) SIDDHARTHA NAG, 3) SHIBRAM NAG, 4) SANTANU NAG & BHARAT SHELTER DEVELOPMENT LIMITED

THIS MEMORANDUM OF AGREEMENT made this _____ day of _____ 2020 BETWEEN 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag all sons of late Lalmohan Nag, residing at 30, Swarnamoyee Road, P.O. & P.S. Berhampore. Dist. Murshidabad, hereinafter referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context to the deemed to mean and include their legal heirs, executors, legal representative, administrators and assigns) OF THE FIRST PART.

AND

BHARAT SHELTER DEVELOPMENT LIMITED a company registered under companies Act 1956 having its registered Office at Eternity Building, D.N.-1, Sector-V, Salt Lake City, Kolkata 700 091, hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context to the deemed to mean and include its successor-in-office and assigns) OF THE SECOND PART.



Handwritten signatures and names: Samar Nag, Siddhartha Nag, Shibram Nag, Santanu Nag

16 SEP 2021

PAID BY PAID

Page 1 of 8

PAID BY PAID
PAID BY PAID
PAID BY PAID
PAID BY PAID

পঞ্চাশ

০০০

৫০

FIFTY
RUPEES

RS.50

INDIA

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 391008



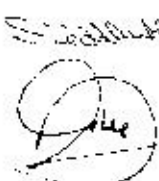
AND WHEREAS Smt. Jyotirmoyee Nag W/O-Lalmohan Nag residing at 30, Swarnamoyee Road, P.O. & P.S. Berhampore, Dist. Murshidabad, was owner of the holding No. 30, Swarnamoyee road C.S. Plot No. 2412 corresponding R.S. Plot No. 2511/3815, 2511/3816, 2511/3817 & 2511/3818 L.R. plot no. of which is 4195 measuring area 48.50 satak of Mouza-Gorabazar, J.L. No. 90, P S-Berhampore, Dist-Murshidabad by way of purchase vide several registered deeds being no. 4990 dated 17-11-1958, 2592 of 13-05-1958, 3968 dated 17-05-1952, 8422 dated 30-10-1995 of Berhampore sub registered office & deed no.615 dated 15-02-1956 of the register of assurance Kolkata and accordingly recorded her name in the L. R & R.O.R Berhampore and paying rent thereto. The said land shall hereinafter called the property.



AND WHEREAS said Ms. Jyotirmayee Nag gifted the said property being C.S Plot No. 2412 correspond'ng R.S-Plot No. 2511/3815, 2511/3816, 2511/3817 & 2511/3818 L.R-Plot No. of which is 4195 measuring area 48.50 Satak of Mouza-Gorabazar, J.L. No. 90, P.S-Berhampore, Dist-Murshidabad to her four sons namely 1) Sarnar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag said deed no. 11778 dated 02-12-2010 of Berhampore sub registered office Dist-Murshidabad.

15 SEP 2021

[Handwritten signature]



[Handwritten signatures and notes]



AND WHEREAS by virtue of the aforesaid deed of gift 1) Sunar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag became absolute owners of the property and possessing enjoying the said property by mutating their names in the u/s 50 G W.B. L.R Act. In the office of B.I. & L.R.O Berhampore.

AND WHEREAS the said owners in view to develop the said property got a plan sanctioned in respect of proposed six storied building consisting of several flats office space, garages from Berhampore municipality vide memo no.261 and dated 29-06-2016

AND WHEREAS the owners given up the idea to develop the said property by them and they were looking for a well reputed developer for such development.

AND WHEREAS the Developer has agreed to develop the said land and on demolishing the existing structure to construct a six storied building consisting of several flats shops and garages with object of selling the same, and both the parties have agreed to develop the said property to a multi-storied complex in the name and style of "PALASH KOLI" in such terms and condition as agreed upon as stated herein below.

NOW THIS AGREEMENT WITNESSES:

- (1) That in consideration of the owners having agreed to entrust to the developer to develop the said land and construction of said six storied building consisting of several flats and garages on the said land and in connection therewith authorizing the Developer to exercise the rights, powers and privileges and benefits of the owner the developer agrees to give to the owner 40% share of construction on every floor which shall hereinafter called the owners allocation .
- (2) That the owner hereby declare and represent that they have good and absolute right, title and interest to the said land/property mentioned in schedule herein below respectively without any claim, demand, right, title or interest of any other person(s) claiming under or trust for the owner and the owners have good marketable title to enter into this agreement with the Developer.
- (3) That Land owner hereby grant exclusive right to the Developer to build up and/or for construction of six storied building on behalf of the intending purchaser(s) of their personal capacity in accordance with the plan which has been sanctioned by Berhampore Municipality or any amendment and/or modifications thereto as per terms and conditions herein after appearing.



Handwritten signature
2/17

Handwritten signature
Handwritten signature

Santanu Nag
Handwritten signature
Handwritten signature

16 SEP 2021



- (4) That the Developer shall be at liberty to negotiate for sale of Developer's as well as owners allocation of the proposed building to be constructed upon the said property with any prospective buyer or buyers before or in course of construction together with proportionate share of land on which the said six storied building will be constructed as such consideration and on such terms and conditions and with such person or persons as the Developer shall think fit and proper and the owner shall at the request of the Developer to execute and register the deed of conveyance or conveyances in respect of the flat along with proportionate share of the said land in favour of the person or persons or the nominee or nominees of the Developer or Purchaser/Purchasers.
- (5) The Developer shall be entitled to put and permitted to put up advertisement boards upon the said property for the purpose of booking and sale the flats, shops and garages.
- (6) For the purpose of development and making construction of the proposed six storied building upon the property mentioned in schedule (hereinafter again called the said land/property) herein the Developer hereby are authorized by the Owner and right to do the following acts, deeds and things.
- (i) To have the said property measured, surveyed and checked up by Architect/Engineer and to make proposed plan or plans of the building through Architect/Engineer for securing maximum building up area as admissible by the Berhampore Municipality.
- (ii) To enter into contracts with Engineer, Architect, Contractor, Consultant and any other in connection with construction and to engage staff, mistrics, labour, supervisors, overseers as may be necessary as the Developer may think best, fit and proper at their absolute discretion.
- (iii) To enter and/or appear, represent before represent before any authority on behalf of owners for the purpose of proposed construction, if necessary.
- (7) The Developer shall be entitled to enter into and sign all agreements and documents as may be required for the purpose of proposed building.
- (8) That the owner and the Developer shall be exclusively entitled to their respective share of allocation in the buildings with right to transfer or otherwise deal or dispose of the same without any right, claim or interest therein whatsoever and the owner shall not in any way interfere or disturb the quiet and peaceful possession of Developer's allocation.



Sankar
18 SEP 2021 Page 4 of 8
Sankar



- (9) That the Developer shall have every right to sell, transfer, rent, lease, gift and any other portion of the Developer's allocation as well as owners' allocation of the said building at any time or any price which the Developer shall think best, fit and proper without consent or knowledge of the owners. The owner only reserve their right, title, interest of the proposed building or construction within the owner's allocation.
- (10) That after completion of search, verification and inspection of the title deed and other documents of the said property if it is found that the said property is not free from all encumbrances, lien, charges whatsoever, on that event the owners will take steps to cure the same otherwise they will bound to refund and/or repay the amount as aforesaid including construction cost and other to the Developer within one month from the date of demand, otherwise the Developer shall have every right to take appropriate action against the owner/First Part for recovery of the construction cost consideration price and others.
- (11) That at the time of execution and/or registration of sale deeds or deeds of conveyance in respect of Developer's allocation in favour of intending purchasers the land owner/First part herein shall join in the said sale deeds as vendors and shall execute the same as and when required without any dispute.
- (12) That Land owner hereby declare and agreed with the Developer as follows :
- That the Land owner is lawfully entitled to enter into this agreement with the Developer and have full right and authority to sign and execute the same.
 - That the land owner have not agreed, committed or contracted, entered into any agreement for sale or lease or otherwise of the said property or any part thereto to any person or persons other than the Developer herein and that has not created any mortgage, charge or any other encumbrances on said property.
 - That the Land owner have not done any acts, deeds matters or thing whereby or by reasons whereof the Developer of the said property may be prevented or affected in any manner whatsoever.
 - The Land owner shall always co-operate with the developer for the development of proposed building upon the said property and to sign all necessary papers or documents without any delay.

16 SEP 2021



Handwritten signature and scribbles

Handwritten signature

Siddhartha Nay

Handwritten signature in a circle

Handwritten signature



- e) That the said property (mentioned in schedule below is free from all encumbrances, attachments, trust, mortgage, acquisition, requisition, whatsoever or however.
 - f) Not to cause any interference or hindrance in the construction work of building on the said land.
 - g) Not to do any act, deed or things whatsoever by the land owner so that the Developer/Promoter may be prevented from selling, assigning or disposing of any part of the Developer's allocation of the proposed building or any work of construction.
 - h) That neither party shall or permit to be used their respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor used thereof for any purpose which may cause any nuisance, annoyance or hazardous to the other purchase or occupiers of the apartments of the building.
- (13) The Developer hereby authorized by the Land owner through this agreement shall be excluded by the Land owner in favour of Developer as the Developer shall make the building plan and to apply and obtain the same from the competent authority.
- (14) That all costs, charges and expenses for construction of the proposed building/flats including architects fee shall be paid or discharged by the Developer.

The Owner and the Developer also hereby convenient as follows:

- a) The land owner and the Developer hereby declare that they have entered into this agreement purely as a contract or as joint venture basis, so nothing contain herein shall be deemed to constitute as partnership between them in any manner nor shall the parties hereto constitute as association of persons.
- b) The Land owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer who shall keep the owner's indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- c) That the Developer and the land owner shall mutually frame the scheme for the management and administration of the said building and/or common part thereof and agree to abide by all the rules and regulations to be framed by any society or Association who will be in charge of such nominee of the affairs of the affairs of the building or common part thereof.



[Handwritten signatures and stamps]

[Handwritten signature]

[Handwritten signature]

16 SEP 2021

[Handwritten signature]



- d) As an from the date of completion of the building, the Developer and/or its transferee and the Land owner and/or their transferees shall each be liable to pay and bear proportionate charges in respect of their respective spaces.
 - e) The Land owner shall deliver or cause to be delivered to the Developer the original title deed and all other original documents of said land/property simultaneously with the execution of this presents.
 - f) Neither party shall demolish or permit to demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein.
 - g) The Developer and the Land owner both hereby agree that in case of any unforeseen happenings such as non-availability of masons and labours strikes, national disturbances, riots, natural calamities like flood, earthquakes etc. which are not under the control of the Developer herein in that case the period of said 24 months should be extended by another period of 6 months or such further period as agreed by the parties herein.
- (15) Save and except what are hereinbefore provided right and liability of the parties shall be governed by the law in force.
- (16) Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning, construction or import of this agreement at their respective right and liabilities as per this agreement shall be adjudicated by the reference to the arbitration of two independent arbitrators one to be appointed by each party, who will jointly as umpire at the commence or the reference and the award of the arbitrators or the umpire as the case, be shall be final and conclusive on the subject as between the parties shall this clause shall be deemed to be a submission within the meaning of the Arbitration Act and its statutory modification thereof in force from time to time

SCHEDULE OF THE LAND

All the piece and parcel of land measuring about 0.4850 acre more or less in Mouza Gorabazar, Berhampore, J.L.No 90, Khatian No.12769, 12770, 12771, 12772, L.R. Plot No.4195 P.S. Berhampore Town, Dist. Murshidabad under zone No.22 of the Berhampore Municipality, Dist. Murshidabad.

- On the South : Property of Graveyard
- On the North : House Property of the owners
- On the East : Municipality road
- On the West : Property of Sadhan Pal, Madon Pal & Paresn Dutta.



[Handwritten signatures and stamps]

18 SEP 2021



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

1. SAMAR NAG

2. SIDDHARTHA NAG

3. SHIBRAM NAG

4. SANTANU NAG

Signature of the Owners

Signature of the Developer

Mr. Santanu Nag
Director,
Bharat Shelter Development Limited

Authorised Signatory
Bharat Shelter Development Limited

Signed in presence of

- 1.
- 2.



ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

PADMA DAS
NOTARY

16 SEP 2021

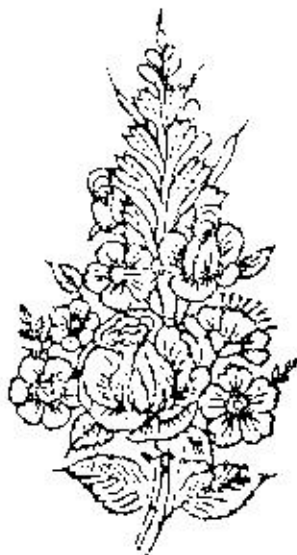
INSTRUMENT "A" dated day of

.....

with

Notarial Certificate

Dated day of



In the matter of

Notarial Certificate

Padma Das
NOTARY PUBLIC
Regn. No. 13771/18
C.M.M's Court Compound
2 & 3, Bankswar Street,
Kolkata - 700 001
Mob. : 9836464931

