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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Registrar U/S 7 (2)
 of Registration Act
 1908 Paschim Medinipur

25 NOV 2022

DEVELOPMENT AGREEMENT

Sushmita Sengupta
 Parimal Sengupta
 Karishma Sengupta
 Tulika Sengupta
 Bandana Das

v.c. 360/22
 2/3336194/22
 24/11

THIS AGREEMENT is made on this the 24th day of November
 2022;

BETWEEN

(1) SMT. BANDANA DAS Wife of Late Dulal Chandra Das, by
 faith-Hindu, by Nationality-Indian, by Occupation-Household
 Works, a permanent resident of Taljuli (Botol Goli), P.O:
 Kharagpur, P.S:Kharagpur(T), District: Paschim Medinipur, Pin:
 721301, Aadhaar No:4034 0114 5646, PAN No: BRNPD5748P,
 (2) SRI PARIMAL SENGUPTA Son of Late Nirmal Kumar
 Sengupta, a resident of 27/16/18, Prantik Park 1st Lane,
 Shibrapur, Sarsuna, District: South 24 Parganas, Pin: 700 061,

Dr. Neelam



M. Daisy Nadham



Subimal Sengupta



Sri Tilak Sengupta



Nirmal Kumar Sengupta

by nationality – Indian, by faith – Hindu, by occupation – Retired Employee, **Aadhaar No: 5270 9499 4676, PAN No:AKDPS6276M, (3)SRI SUBIMAL SENGUPTA** Son of Late Nirmal Kumar Sengupta, a resident of Taljuli, P.O:Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, Kharagpur Municipal Ward No.28, by nationality – Indian, by faith – Hindu, by occupation – Retired Employee, **Aadhaar No: 3670 7259 4420, PAN No:AJMPS3027Q,(4)SMT.KRISHNA SENGUPTA** Wife of Abhijit Sengupta married daughter of Late Nirmal Kumar Sengupta, a resident of 100/94, Jessore Road, Dumdum, South Dumdum(M), Motijheel, North 24 Parganas, West Bengal, Pin: 700 074, by nationality – Indian, by faith – Hindu, by occupation – Housewife, **Aadhaar No: 9323 8361 7533, PAN No:CVFPS3482Q, (5)SRI TILAK SENGUPTA** Son of Subimal Sengupta, a resident of Taljuli, P.O:Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, Kharagpur Municipal Ward No.28, by nationality – Indian, by faith – Hindu, by occupation – Service, by nationality – Indian, **Aadhaar No: 5085 0376 7516, PAN No: GWRPS4218B**, hereinafter referred to as 'OWNERS'(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, nominees and assigns) hereinafter referred to as the "PARTY" of the **FIRST PART**.

M. Daisy Nadham

- AND -

SMT. M.DAISY NADHAM Wife of Sri M.Megha Nadham, a resident of Jhapatapur, P.O:Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur, Kharagpur Municipal Ward No: 28, Pin: 721301, by faith-Hindu, by Nationality-Indian, by Profession-Business, Sole Proprietor of **MEGA INFRASTRUCTURE**, having her place of business at Madanmohan, Barbetia, P.O:Changual, P.S: Kharagpur, District: Paschim Medinipur, Kharagpur Municipal Ward No: 28, Pin: 721301, **PAN No. AXLPK9574H, Aadhaar No: 2946 4106 5900,** hereinafter

Subimal Sengupta
Nirmal Sengupta
Krishna Sengupta
Tilak Sengupta
Daisy Nadham



referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor/ successors in interest, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS the Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the Schedule-'A' Property. WHEREAS the below scheduled -'A' property along with other properties originally belonged to Gadadhar Bera, a resident of Kasaikati, Pargana: Balarampur, P.S:Kharagpur, S.R.O:Kharagpur, District: Paschim Medinipur who has been exercising right, title, interest and possession as the recorded owner of Sabek Khatian No.29, Sabek Plot No.421 and has been paying rent and was a Bonafide Tenant and while in exercise of such right, title, interest and possession Gadadhar Bera sold, transferred and conveyed 79 decimals of land in Sabek Khatian No.29, Sabek Plot No.421 to one Santamani Dasi wife of Kalipada Seth, a resident of Bibiganj, Midnapore Town, P.O:Midnapore, P.S:Midnapore, S.R.O: Midnapore Sadar and the said Deed of Sale was executed and registered in the Office of District Registrar, Midnapore on the 11th day of April,1937 and ever since then Santamani Dasi has been exercising right, title, interest and possession over 79 decimals of land in Sabek Khatian No.29, Sabek Plot No.421 in Mouza: Taljuli and in exercise of her right, title, interest and possession upon payment of rent to the appropriate authority sold, transferred and conveyed 39 decimals of land in in Sabek Khatian No.29, Sabek Plot No.421 to one Sitaram Mahara son of Ramram Mahara, a resident of Golebazar, Kharagpur, P.O: Kharagpur, P.S: Kharagpur, S.R.O:Kharagpur by way of a Deed of Sale executed and registered in the Office of the Sadar Joint Sub-Registrar, Midnapore on the 17th day of March,1939 and duly entered in

M. Daisy Natham

Sukhinder Singh
Tulak Sengupta

Krishna Sengupta

Tulak Sengupta

Bandana Das

Book No.1, Volume No.12, Page No.117 to 119 being Deed No.665 for the year 1939 and ever since the said deed of sale executed and registered in favour of Sitaram Mahara son of Ramram Mahara also known in the alias name of Sitaram Phuljare he has been exercising right, title, interest and possession upon payment of rent to the appropriate authority and Sitaram Mahara @ Sitaram Phuljare died leaving behind him (1) Sebak Phuljare, (2) Premdas Phuljare, (3) Ganesh Phuljara all sons of Sitaram Phuljare as his surviving legal heirs and ever since the death of Sitaram Phuljare all the legal heirs of Sitaram Phuljare (1) Sebak Phuljare, (2) Premdas Phuljare, (3) Ganesh Phuljara all sons of Sitaram Phuljare has been exercising undivided, un-demarcated right, title, interest and possession over the entire property of Sitaram Phuljare amongst all in Sabek Khatian No.29, Sabek Plot No.421 and Hal Plot No.595, measuring- 39 decimals of land and has been paying rent/khajna to the State of West Bengal through the Block Land & Land Reforms Officer, Kharagpur and while in exercise of such right, title, interest and possession they sold, transferred and conveyed 39 decimals of land unto (1) Sri Durga Prasad Das, (2) Krista Prasad Das, (3) Om Prakash Das and (4) Joyprakash Das all sons of Late Lachmi Narayan Das, all resident of Gaikata, P.O: Kharagpur, P.S:Kharagpur, District: Paschim Medinipur, Pargana: Balarampur by way of a Deed of Sale executed and registered in the Office of A.D.S.R: Kharagpur on the 4th day of June, 1973 and duly entered in Book No.1, Volume No:31, Page No: 189 to 193 being Deed No. 1949 for the year 1973 and by way of said Deed of Sale (1) Sri Durga Prasad Das, (2) Krishna Prasad Das, (3) Om Prakash Das and (4) Joyprakash Das all sons of Late Lachmi Narayan Das became the absolute owners of 39 decimals of land and have been paying rent/khajna to the State of West Bengal through the Block Land & Land Reforms Officer, Kharagpur and while in exercise of such right, title, interest and possession (1) Sri Durga Prasad Das, (2) Krishna Prasad, (3) Om Prakash Das and (4) Joyprakash Das all sons of Late Lachmi Narayan Das sold, transferred and conveyed 13 decimals of land in Sabek Khatian No.29, Sabek Plot No.421 and Hal Plot No.595 unto Sri Dulal Das son of Late Mihirlal Das, a resident of Railway Quarter No:S/IV/III/1, New Development, P.O:Kharagpur, P.S:Kharagpur (Town), District: Midnapore, Pin:

M. Debby Neelam

Sumit Singh

Suhani Singh

Krishna Sengupta

Tulsi Sengupta

Barbara Das

721301 by way of registered Deed of Sale executed and registered in the Office of the Second Joint Sub-Registrar at Kharagpur on the 18th day of August, 1976 and duly entered in Book No:1, Volume No.44, Page No:294 to 297 being Deed No.4149 for the year 1976 and by way of the said Deed of Sale Sri Dulal Das son of Late Mihirlal Das became the absolute owner of 13 decimals of land.

WHEREAS immediately upon purchasing the said land Sri Dulal Chandra Das the father of the Donors and the husband of the Donee duly got a plan sanctioned from Kharagpur Municipal Authority and constructed a dwelling house on the said plot of land and made the said dwelling house his permanent abode and became the Bonafide Assessee of Kharagpur Municipal Holding No:503/404, I/D No:34313, in Kharagpur Municipal Ward No.28 and lived and resided in the said house until his death on the 16th day of December, 2012 and his death was duly recorded by the Registrar of Birth & Death, Kharagpur Municipality under the Provisions of the Registration of Birth & Death Act, 1969 vide Registration No:934, Dated:20/12/2012 and upon his death he is survived by his widow wife, Smt. Bandana Das being the Donee herein and (1) Surajit Das and (2) Abhijit Das his sons being the Donors herein and being governed by the Hindu Succession Act each of them became entitled to 1/3rd undivided, un-demarcated owners of the below scheduled property and has been exercising right, title, interest and possession in ejmali and while in exercise of such right, title, interest and possession the sons of the owner no.1, Surajit Das and Abhijit Das executed a Deed of Gift on the 20th day of May, 2022 and the said Deed of Gift was registered in the Office of the Additional District Sub-Registrar, Kharagpur, District: Paschim Medinipur on the 23rd day of May, 2022 and duly entered in Book No.1, Volume No.1010-2022, Page No: 125394 to 125417 being Deed No: 101005428 for the year 2022 and ever since the said Deed of Gift executed and registered in favour of the Owner no.1 she has been exercising exclusive right, title, interest and possession over the Schedule-'A' Property and in exercise of such right, title, interest and possession the Owner no.1 duly got her name mutated in the L.R. Record being L.R. Khatian No.1364, L.R. Plot No.781, measuring-13 decimals which

M. Daisy Natham.

Sukhmita Sengupta
Parmita Sengupta
Kishna Sengupta
Tulak Sengupta
Bandana Das.

in this Development Agreement has been referred to as the below scheduled-'A' Property

WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No.502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780,measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the Schedule-'B' Property. WHEREAS the Schedule-'B' property originally belonged to Smt. Guribari Bera wife of Sri Haripada Bera, a resident of Taljuli, Pargana-Balarampur, P.O: Kharagpur, S.R.O: Kharagpur, District: Paschim Medinipur now then Midnapore who has been exercising right, title, interest and possession in respect of the said property as mentioned in Schedule-'B' and has been paying taxes/rent to the State of West Bengal through the Block Land & Land Reforms Officer and while in exercise of such right, title, interest and possession she sold, transferred and conveyed the entire Schedule-'B' below property by way of a Deed of Sale executed on the 2nd day of March, 1974 in favour of Nirmal Kumar Sengupta son of Late Biraj Mohan Sengupta, a resident of Bhawanipur now Subhaspally, P.O: Kharagpur, S.R.O:Kharagpur, District: Paschim Medinipur, then Midnapore and the said deed was registered in the Office of the 2nd Joint Sub-Registrar, Midnapore at Kharagpur and duly entered in Book No.1, Volume No.19, Page No:277 to 280 being Deed No.1435 for the year 1974 and while in exercise of such right, title, interest and possession Sri Nirmal Kumar Sengupta duly paid rent/khajna to the State of West Bengal through the Block Land & Land Reforms Officer, Kharagpur-1 and while in exercise of such right, title, interest and possession Nirmal Kumar Sengupta duly mutated his name in the L.R. Record under L.R. Khatian No.211, L.R. Plot No.780, measuring-15 decimals and while in exercise of

M. Daisy Natham

Subir Sengupta
Arund Sengupta
Kishore Sengupta
Tulak Sengupta
Bandra Das

such right, title, interest and possession Nirmal Kumar Sengupta died on the 24th day of May, 2014 and his death has been duly recorded by the Registrar of Birth & Death, Divisional Railway Hospital, South Eastern Railway, Kharagpur under the provisions of Registration of Birth & Death Act, 1969 read with the Rules therein vide Registration No:133 date of Registration:07/06/2014 and upon the death of Nirmal Kumar Sengupta being governed by the Hindu Succession Act the entire properties of the deceased devolved upon the legal heirs of the deceased Nirmal Kumar Sengupta being:

- 1) Smt. Kamala Sengupta widow wife of Late Nirmal Kumar Sengupta;
- 2) Parimal Sengupta son of Late Nirmal Kumar Sengupta;
- 3) Subimal Sengupta son of Late Nirmal Kumar Sengupta;
- 4) Krishna Sengupta wife of Abhijit Sengupta married daughter of Late Nirmal Kumar Sengupta;

WHEREAS each of them as the legal heirs of the deceased inherited 1/4th share each in the properties of the deceased Nirmal Kumar Sengupta being the piece of land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Mouza: Taljuli, J.L.No. 239, L.R. Khatian No.211, L.R. Plot No.780, measuring-15 decimals AND WHEREAS upon the death of Nirmal Kumar Sengupta each of them have been inherited undivided, undemarcated right, title, interest and possession over the entire properties of the deceased and while in exercise of such right, title, interest and possession Smt. Kamala Sengupta wife of Late Nirmal Kumar Sengupta gifted her share measuring-3.75 decimals in R.S. Khatian No.405, L.R. Khatian No.211, L.R. Plot No.780 to her grand son Tilak Sengupta son of Sri Subimal Sengupta by way of a deed of gift executed on the 4th day of October, 2016 and registered on the 24th day of October, 2016 in the Office of the Additional District Sub-Registrar, Kharagpur and duly entered in Book No.1, Volume No.1010-2016, Page No.138648 to 138665

M. Daisy Nandhom

Sahant Sengupta
Parimal Sengupta

Krishna Sengupta
Tilak Sengupta

Danda Das.

being Deed No. 101007365 for the year 2016 and ever since the said deed of gift executed and registered in favour of Tilak Sengupta he has been exercising right, title, interest and possession over 3.75 decimals of land in L.R. Khatian No.211, L.R. Plot No.780 and while in exercise of such right, title, interest and possession the Schedule-'B' property was duly mutated in favour of the legal heirs of deceased Nirmal Kumar Sengupta and Tilak Sengupta; (1) Parimal Sengupta became the recorded owner of 3.75 decimals of land in L.R. Khatian No.1320, L.R. Plot No.780, (2) Subimal Sengupta became the recorded owner of 3.75 decimals of land in L.R. Khatian No.1321, L.R. Plot No.780, (3) Krishna Sengupta became the recorded owner of 3.75 decimals of land in L.R. Khatian No.1322, L.R. Plot No.780, (4) Tilak Sengupta became the recorded owner of 3.75 decimals of land in L.R. Khatian No.1310, L.R. Plot No.780 and thus the Owners no (2) to(5) are the owners of 15 Decimals of land being the below scheduled-'B' Property and has been exercising undivided, undemarcated right, title, interest and possession over the entire 'B' Schedule property and while in exercise of such right, title, interest and possession they duly got their names in different L.R. Khatian numbers as mentioned hereinabove which in this Development Agreement has been referred to as the below scheduled-'B' Property.

M. Dewy Nadham

- 1) WHEREAS the total area in the **Schedule-'A' & Schedule-'B' Property** being **13 Decimals + 15 Decimals = 28 Decimals of land** hereinafter collectively referred to as the said **PROPERTY** (morefully described in the First Schedule i.e., 'A' & 'B' Property hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever and howsoever, WHEREAS it has been agreed to and decided between the Parties that since the land as recorded as **28 decimals** shall be the basis of sanctioned by the Midnapore Kharagpur Development Authority as well as The Kharagpur Municipal Authority hence the land for all practical purpose as recorded as **28 decimals** of land shall be the basis of

Suhin Sengupta
Parimal Sengupta
Krishna Sengupta
Tilak Sengupta
Boudana Sengupta

this Development Agreement and the same is made one of the essence of this Development Agreement.

- 2) The First part approached the Developer herein to develop the said property and the Developer herein agreed to the same upon constructing a multi storied building thereon.
- 3) The OWNERS further confirmed that except the OWNERS herein there is none to claim in the said Property.
- 4) The First part will satisfy the Developer and /or its representatives regarding his absolute right title interest in the said property.

M. Dany Nasham

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE - I : REPRESENTATION AND ASSURANCES OF THE OWNERS

1. **BEFORE EXECUTION OF THIS AGREEMENT THE OWNERS HAVE REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS:-**

- i. That the said property is free from all encumbrances, charges, liens, lis-pendens, attachments whatsoever or howsoever;
- ii. That excepting the present OWNERS nobody has any right, title, interest, claim, demand, whatsoever, or howsoever, into or upon the said property, the OWNERS undertakes to tackle/solve all local issues arising out of the said construction;
- iii. That there is no notice or acquisition or requisition received or pending in respect of the said Property or any portion thereof;

Subind Sengupta
 Arnab Sengupta
 Vishwa Sengupta
 Tulak Sengupta
 Debjan Das

- iv. The OWNERS also assured that the said property does not fall under the Urban Land (Ceiling & Regulation) Act 1976;
- v. The OWNERS have declared to the Developer that the OWNERS have a marketable title in respect of the said premises including the said building situated thereon without any claim, right, title, interest of any person thereon or therein and the OWNERS have absolute right to enter into this agreement with the Developer and the OWNERS hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands whatsoever with regard to the title and Ownership of the OWNERS;
- vi. There are no tenant/tenants in the said property and the OWNERS are enjoying uninterrupted physical and khas possession of the said property.
- vii. The OWNERS shall handover the area of the said premises free from all types of encumbrances simultaneously with this Development Agreement.
- viii. That the OWNERS have not entered into any agreement with any other person or person/ company or companies in connection with the development/ sale/ transfer of his right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement.

M. Davy Neetharan.

ARTICLE - II : REPRESENTATION AND ASSURANCES OF THE DEVELOPER

- 2.1 The Developer has represented that the Developer has prima facie satisfied with regard to the title of the property. The Developer shall cause all necessary searches at its own costs with regard to the marketability of the title of the property and shall cause paper publication. However, the OWNERS hereby undertake to keep the Developer indemnified against all the third

Sukhant Singh
Parvati Singh
Vishwa Sengupta
Tilak Sengupta
Bandrahus

party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof.

2. The Developer has received physical possession of the land lying and situated revenue free land Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the Schedule-'A' Property. WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No.502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780,measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the Schedule-'B' Property classified as-Bastu (Homestead land) vacant land from the OWNER in terms of this Development Agreement.

ARTICLE - III : DEFINITION

3. In this Agreement unless there be something contrary or repugnant to the subject or context:-

1. **ADVOCATE** - shall mean such person who may be appointed by the Developer.

M. Anjan Kumar

Subimal Sengupta
Purnima Sengupta
Krishna Sengupta
Tilak Sengupta
Bandana Das.

ii. **ARCHITECT** - shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said land.

iii. **ASSOCIATION** - shall mean a society or Association to be promoted and formed by the Developer for maintenance of the said residential building.

iv. **PARKING SPACE** - shall mean the covered/ open space in the premises for parking of a medium sized motorcars.

v. **PREMISES/PROPERTY** - shall mean land measuring about piece and parcel of revenue free land Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the **Schedule-'A' Property**. WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403, I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780, L.R. Khatian No. 1320, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the **Schedule-'B' Property**.

M. Daisy Natham.

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farnal
Kishore Sengupta
Tuluk Sengupta
Bandana Das

vi.OWNERS - shall mean (1)**SMT. BANDANA DAS** Wife of Late Dulal Chandra Das, by faith-Hindu, by Nationality-Indian, by Occupation-Household Works, a permanent resident of Taljuli (Botol Goli), P.O: Kharagpur, P.S:Kharagpur(T), District: Paschim Medinipur, Pin: 721301, Aadhaar No:4034 0114 5646, PAN No: **BRNPD5748P**, (2)**SRI PARIMAL SENGUPTA** Son of Late Nirmal Kumar Sengupta, a resident of 27/16/18, Prantik Park 1st Lane, Shibrampur, Sarsuna, District: South 24 Parganas, Pin: 700 061, by nationality - Indian, by faith - Hindu, by occupation - Retired Employee, Aadhaar No: 5270 9499 4676, PAN No:**AKDPS6276M**, (3)**SRI SUBIMAL SENGUPTA** Son of Late Nirmal Kumar Sengupta, a resident of Taljuli, P.O:Kharagpur, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721301, Kharagpur Municipal Ward No.28, by nationality - Indian, by faith - Hindu, by occupation - Retired Employee, Aadhaar No: 3670 7259 4420, PAN No:**AJMPS3027Q**, (4)**SMT.KRISHNA SENGUPTA** Wife of Abhijit Sengupta married daughter of Late Nirmal Kumar Sengupta, a resident of 100/94, Jessore Road, Dumdum, South Dumdum(M), Motijheel, North 24 Parganas, West Bengal, Pin: 700 074, by nationality - Indian, by faith - Hindu, by occupation - Housewife, Aadhaar No: 9323 8361 7533, PAN No:**CVFPS3482Q**, (5)**SRI TILAK SENGUPTA** Son of Subimal Sengupta, a resident of Taljuli, P.O: Kharagpur, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721301, Kharagpur Municipal Ward No.28, by nationality - Indian, by faith - Hindu, by occupation - Service, by nationality - Indian, Aadhaar No: 5085 0376 7516, PAN No: **GWRPS4218B**, and their successors, legal representatives, executors, administrators and/or assigns.

M. Daisy Nadham

Subimal Sengupta

Nirmal Sengupta

Krishna Sengupta

Tilak Sengupta

Bandana Das

vii.DEVELOPER - shall mean **SMT. M.DAISY NADHAM** Wife of Sri M.Megha Nadham, a resident of Jhapatapur, P.O:Kharagpur, P.S: Kharagpur (Town),

District: Paschim Medinipur, Kharagpur Municipal Ward No: 28, Pin: 721301, by faith-Hindu, by Nationality-Indian, by Profession-Business, Sole Proprietor of **MEGA INFRASTRUCTURE**, having her place of business at Madanmohan, Barbetia, P.O:Changual, P.S: Kharagpur, District: Paschim Medinipur, Kharagpur Municipal Ward No: 28, Pin: 721301, **PAN No. AXLPK9574H, Aadhaar No: 2946 4106 5900**, which includes its successor/ successors in interest, legal representatives, executors, administrators.

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viii. MULTISTORIED RESIDENTIAL BUILDING - shall mean land measuring about piece and parcel of revenue free land Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the **Schedule-'A' Property**. WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780,measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the **Schedule-'B' Property**.

Sushant Sanjay
Anamika Gupta
Krishna Sengupta
Tulok Sanjay
Bandana Das

ix. **BUILDING PLAN** - shall mean the plan or plans of the proposed buildings to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the OWNER to Kharagpur Municipality for obtaining sanction at the cost and efforts of the Developer for construction of multi-storied residential building to be constructed on the land being the Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the **Schedule-'A' Property**. WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No. 780, measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the **Schedule-'B' Property**.

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Sudhansu Das
 Pratik Das
 Krishna Sengupta
 Tinku Sengupta
 Bandana Das

x. OWNER'S ALLOCATION -

OWNER'S ALLOCATION (TO THE OWNER OF SCHEDULE-'A' & 'B' PROPERTY) - a) The Owner of the 'A' Scheduled property shall be allotted 25% of the total constructed area as per the proportionate area constructed

on the 'A' Schedule property for the G + 3 storied building and for the vertical expansion of the fifth floor 22% of the proportionate area constructed area of the fifth floor (the word proportionate shall deemed to be the total area of the Owner no.1 i.e., 13 decimals out of the total area of 28 decimals). On the final allocation the Owner shall have to pay separately for the transformer, CC TV, Generator and other amenities along with 1 % GST of the valuation of the said Owners allocation as per the valuation assessed by the A.D.S.R, Kharagpur/D.S.R-1, Paschim Medinipur or any other registering authority; The allocation shall be further subjected to the conditions that the owner shall not be entitled to sell or enter into any agreement with any third party till the handing over the said flat by the Developer by way of allotment letter; That the Owner shall be entitled to 1 common four wheeler parking area in the ground floor of the building for the entire allocation and one two wheeler parking per flat upon actual allocation.

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b) The Owners of the 'B' Scheduled property shall be allotted 25% of the total constructed area as per the proportionate area constructed on the 'B' Schedule property for the G + 3 storied building and for the vertical expansion of the fifth floor 22% of the proportionate area constructed area of the fifth floor (the word proportionate shall deemed to be the total area of the Owner no.1 i.e., 15 decimals out of the total area of 28 decimals). On the final allocation the Owner shall have to pay separately for the transformer, CC TV, Generator and other amenities along with 1 % GST of the valuation of the said Owners allocation as per the valuation assessed by the A.D.S.R, Kharagpur/D.S.R-1, Paschim Medinipur or any other registering authority, The allocation shall be further subjected to the conditions that the owner shall not be entitled to sell or enter into any agreement with any third party till the handing over the said flat by the Developer by way of allotment letter; That the Owner shall be entitled to 1 common four wheeler parking area in the ground floor of

Suhail Singh
Pratik Singh
Vishwa Sengupta
Tilak Sengupta
Bansu Singh

the building for the entire allocation and one two wheeler parking per flat upon actual allocation.

xi. DEVELOPER'S ALLOCATION - shall mean remaining constructed area of the said multi-storied complex after allocation to the owners in the manners as stated in Para - (x) together with proportionate share of the roof in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/ or common facilities and/or common amenities and open space on pro rata basis, as fully and particularly set-out in **PART-II** of the **SECOND SCHEDULE** hereunder written.

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xii. COMMON AREA AND FACILITIES- shall mean staircase, pathways, right over the service area, corridor, drains, sanitary, water pipes, electric and telephone wiring, statutory fire fighting facilities, lift, lift shafts, corridors, passage ways, drive ways, entrance, motor room, water pump room, water reservoir, overhead water tanks, generator room and facility whatsoever appurtenant to the said proposed multistoried residential building.

xiii. LAND - shall mean all those lands and ground consisting an area of about **ALL THAT** the piece and parcel of revenue free land the Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the **Schedule-'A'** Property. WHEREAS

Sukhmal Sengupta
family of Sengupta
Vaishona Sengupta
Tiluk Sengupta
Bandana Das

the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780,measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the Schedule-'B' Property.

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xiv.COMMON EXPENSES shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the said Premises and in particular the Common Areas and Installations and other common purposes and rendition of services in common to the purchasers / holders of units therein.

xv.COMMON PURPOSES shall mean and include the purpose of managing maintaining upkeeping and administering the New Building/s and the said Premises and in particular the common areas and installations, rendition of services in common to the purchasers / holders of units in the New Building/s, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers / holders of units in the New Building/s.

xvi.UNITS shall mean all the saleable spaces / constructed areas in the New Building/s, be they flats, apartments, etc., capable of being independently and exclusively held used occupied and enjoyed and shall include the open terraces, if any attached to any unit/s.

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Kamish Singh
Kishore Singh
Tilak Singh
Bandana Das,

xvii. **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the OWNER's Allocation as more fully and particularly described in the THIRD SCHEDULE hereunder written.

xviii. **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/ Kharagpur Municipality or any other authorities.

xix. **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

xx. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

xxi. **DELIVERY OF POSSESSION** - Simultaneously with the execution of this Development Agreement, the OWNERS shall vacate and deliver, vacant possession of entirety of the said vacant land to the Developer so as to enable the Developer to proceed with the

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*Sudhansu Kumar
Pranab Chandra
Vishwan Sengupta
Tulak Sengupta
Sourav Chandra*

development of the said Premises in terms hereof and shall also handover all the Original Papers relating to the said Property.

xxii. Words importing **singular** shall include **plural** and vice versa.

xxiii. Words importing **masculine** gender shall include **Feminine** and **Neuter** genders **And** likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing Neuter gender shall include masculine and feminine genders.

ARTICLE - IV : INTERPRETATIONS

4. **INTERPRETATIONS : In this Agreement (save to the extent that the context otherwise so requires):**

i. Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.

ii. Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.

iii. Any reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

iv. Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.

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Sudhakar Singh
Tornival Legath
Vishwa Sengupta
Tuluk Saigopal
Bansundar Das

v. The Schedules to this Agreement shall have effect and be construed as an integral part of this agreement.

ARTICLE - V : DEVELOPER'S RIGHTS AND OBLIGATION

DEVELOPER'S RIGHTS :

- a. The Developer shall cause a paper publication of this Development transaction in the newspaper and shall make necessary searches before the concerned authority and the OWNERS shall be liable to make marketable title of the said property.
- b. The OWNERS doth hereby permit and grant exclusive right to the Developer to develop the said Premises/Property by constructing New Building/s thereat for mutual benefit and for the consideration and on the terms and conditions herein contained.
- c. That the OWNERS do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Kharagpur Municipal Authority (hereinafter called as Municipality) for sanction and shall construct, erect and complete the Multistoried Residential Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said MUNICIPALITY (including modification thereof) and specifications as provided in the Third Schedule written hereunder.
- d. The rights granted to the Developer to develop the said Premises shall not be revoked or terminated by the OWNERS so long the Developer is ready and willing to

M. Debaj Naikam

Sybil Singh
Anil Singh
Vishwa Sengupta
Tulok Sengupta
Bansari

comply with its obligations herein contained and to act in terms of this agreement.

- e. Simultaneously with sanction of the Plan, the Developer shall undertake the work of construction thereat.
- f. It is recorded that the OWNERS shall handover to the Developer the original deeds being the chain of title leading to the ownership of the property along with the respective death certificates, legal heirship certificate, L.R. Records, Khajana Receipts upto date, M.K.D.A., Municipal Tax Receipts upto date and any other documents in original being the part of the chain of title to the property and/or incidental or part of the said valid ownership of the said property by the owners.
- g. The Developer shall prepare the plan for construction of Building/s at the said Premises in consultation with the OWNERS and shall apply to the concerned authorities for sanction of the same on behalf of the OWNERS.
- h. During preparation and sanction of the plan, the Developer shall endeavor to utilize maximum possible FAR (Floor Area Ratio)/FSI (Floor Space Index) available in respect of the said Premises.
- i. In case any permission or clearance or no objection of any authority be required for plan sanction, construction and development etc. [including clearances under the Urban Land (Ceiling & Regulation) Act, 1976], then the OWNERS shall render all assistance and co-operation to the Developer in obtaining the same.
- j. There shall be no structural/civil or any addition/alteration in the said building by the Owners deviating from the construction.

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Sankar Sengupta

Krishna Sengupta
Tilak Sengupta

Bondan Das

- l. The sanction fee for sanction of the plan for the New Building/s shall be borne and paid by the Developer.
- m. For the purposes connected with the preparation, submission and sanctioning of the plans, the OWNERS shall render all co-operation and assistance to the Developer in getting the premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents and other papers and documents, if available, relating to the said Premises as may from time to time be required of by the Developer and/or the Architects.
- n. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building/s and obtaining inputs, utilities and facilities therein and the OWNERS agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- o. For the purpose of construction of the New Building/s, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the OWNERS shall not in any way be liable or responsible for their salaries, wages, remuneration and any other statutory liabilities etc.

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Vishwa Sengupta
Tilak Sengupta
Bharanachar.

2. THE DEVELOPER SHALL BE ENTITLED :-

- a. To construct and complete the said multi-storied residential building in all respect in terms of this Agreement and in accordance with the plan to be

sanctioned by the authorities concerned and as per the specifications mentioned in the Third Schedule within the specified time stated hereinabove.

b. To enjoy, negotiate and enter into Agreement for Sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as its may think fit and proper from all such person or persons of this choice, without any interference from the OWNERS.

c. The Developer will be entitled to enter into an Agreement for Sale and/or transfer the respective share of its own allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall be at liberty not to make the OWNERS as party to the said Agreements, provided, however, at the time of execution of the Deed of Conveyance the Constituted Attorney of the OWNERS shall represent the Owner to such Deed along with the Developer. It is, however, agreed between the parties hereof that the OWNERS shall not be required to join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received by the OWNERS with regard to the sale of Developer's allocation and for which the OWNERS agree to grant a Power of Attorney to the Developer. It is further made clear that the OWNERS shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation.

3. Developer's Obligation – it shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

a. To obtain the sanctioned plan of the proposed building from the Kharagpur Municipality and/or such other statutory authority or authorities for the land ALL

M. Daisy Nadham

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Jemolal Singh
Kishna Sengupta
Tilak Sengupta
Sambhar Das

THAT the piece and parcel of revenue free land the Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the Schedule-'A' Property. WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the Schedule-'B' Property.

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- b. Immediately after obtaining sanction plan, it has been agreed between the parties that the OWNERS and the Developer shall duly demarcate their aforesaid respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.
- c. To commence the construction of the proposed building from the date of obtaining the sanction plan of the proposed building from the

Smt. Bandana Das
Kishna Sengupta
Titai Sengupta
Bandana Das

Kharagpur Municipality (subject to obtaining sanction plan thereof) and to complete the construction of the proposed building within 60 (sixty) months from the date of sanction of the Building Plan.

- d. That the Developer shall construct and complete the said Multi-storied residential building and specification as per third Schedule as already agreed upon and shall undertake full responsibility and the OWNERS shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the OWNERS fully indemnified at all times against any loss or damage which may be caused to the OWNERS or any one else due to any accident during construction.

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- e. That in consideration to the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligation to be fulfilled by the Developer, the Developer shall be entitled to demarcate the Developer's allocation on the sanction building plan.

4. **The Developer further Agrees :**

- a. To incur all costs, charges and expenses for obtaining the sanctioned plan of the building to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Kharagpur Municipality and any other Competent Authority.
- b. To get the said plan prepare and after due approval of the same by the OWNERS to submit the same to the

Subir Singh
Anuradha Sengupta
Vishwa Sengupta
Tilak Sengupta
Bandana Das

Kharagpur Municipality and/or other authorities after completion of necessary searches and on OWNERS making out a marketable title in respect of the said property.

- c. To frame rules and regulations regarding the use of the respective allocation of the space of the OWNERS and Developer or their nominee or nominees of to form the Management Association and/or residential OWNERS Association and/or Society for the ultimate Owner or OWNERS of the proposed building or buildings only with the written approval of the OWNERS and other residential cum commercial buyers.
- d. That subject to Force Majeure, the Developer shall handover the part of the constructed multi-storied residential building i.e. to the OWNER's allocation within 60 (sixty) months from the date of sanction of the Building Plan.
- e. That the entirety of the OWNER's allocation shall be handed over by the Developer at a time and not in piecemeal manner subject to payment of all the Taxes, Deposits, other charges, as may be notified to the owner along with the refund of the refundable security deposit by the owners to the Developer.
- f. The Developer shall construct the New Building/s in good substantial and workman like manner and use new and good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the OWNER's Allocation shall be as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- g. It is agreed between the Parties that the design, specification, quality of construction / finishing materials used in Owner's Allocation shall be at par with those used in the Developer's Allocation.

M. Daisy Nadham.

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Samrat Sengupta
Vishwa Sengupta
Tulak Sengupta
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- h. The Developer shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building/s at its own costs and expenses either in the name of the Developer and/or the OWNER and for that or otherwise to close down and have disconnected the existing connections etc.
- i. It is further agreed that if any financial liability is created during the construction of the buildings, the same shall be solely on the Developer and the OWNERS shall not be liable in any manner whatsoever.
- j. The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building/s.

M. Dany Netham.

ARTICLE -VI : OWNER 'S COVENANTS, RIGHTS AND OBLIGATIONS

1. **OWNER 'S OBLIGATIONS :**

- a. The OWNERS shall be liable to pay all outgoings and all municipal taxes and charges uptill the delivery of vacant possession to the Developer.
- b. The OWNERS shall take all steps for mutation of their names in the records of the Kharagpur Municipality in respect of the said property.
- d. To sign and execute all necessary plans, papers, undertakings, affidavits, documents, declaration, deeds

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Kunal Sengupta
Kishor Sengupta
Tilak Sengupta
Bansara Sengupta

which may be required for obtaining any modification of the sanction plan of the proposed building and constructed of the proposed building in terms of this Agreement.

- e. To sign and execute all necessary papers, undertakings, affidavits, documents, declaration, deeds which may be required for obtaining loan from the Bank and Financial Institutions by the intending buyers of the developer's allocation of the said multi-storied building the developer undertakes to keep the owners indemnified in respect of their allocation.
- f. To co-operate with the Developer for construction and completion of the multi-storied residential building at the said land **ALL THAT** the piece and parcel of revenue free land the Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land.Henceforth for the convenience of this Development Agreement the said property shall be referred to as the **Schedule-'A' Property**. WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403,I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780,measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area

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Suresh Singh
Kishore Sengupta
Tilak Sengupta
Bandana Das,

measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the Schedule-'B' Property.

- g. That the OWNERS shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building and all consideration arising there from shall be on Developer's account and be appropriate by the Developer towards the cost of construction of the Owner's allocation thereof.
- h. That the Owners shall not intervene or interfere in any manner concerning the construction of the flat and shall be entitled to visit the site with the prior consent of the developer and such visit shall be only confined to the owners allocation only.
- i. To sign and execute all Agreement for Sale, deed of Conveyances in respect of the Developer's allocation and present the same before Registration authority for registration.

M. Devisi Nisham

2. THE OWNERS HAVE FURTHER AGREED AND COVENANT AS FOLLOWS :-

- a. Not to sell, transfer, alienate or encumber his right over the said premises except his allocation as Owner's share in the proposed multi-storied residential building subject to such fulfilling the terms of this Agreement by such transfer.
- b. Not to cause any obstruction or interference in the construction, erection and completion of the multi-storied residential building on the said premises.

Sudhakar Singh
 Prakash Singh
 Krishna Sengupta
 Tulak Sengupta
 Sandana

c. To execute a Registered Power of Attorney appointing the Developer as his Constituted Attorney authorizing to execute Agreement for Sale, Deed of conveyance, Sale to intending Purchaser/s, sign and execute any relevant papers relating to the Sale Deed and to appear before the registration authority to complete the registration in respect of Developer's allocation aforesaid and/or constructed area of the proposed building including proportionate share of land and common rights and facilities attached thereto and the Developer shall be entitled to handover the possession of the Developer's allocation to the intending Purchaser/s. The Developer shall also be entitled to mortgage the Developer's allocation or portion thereof in terms of this presents for obtaining loan by the intending Purchaser/s and do all deeds and things necessary for completion of the project.

M. Daisy Nacham.

d. The name of the apartment shall be such that it starts with the letter "MEGA".

e. The OWNERS do hereby as and by way of negative covenants undertake to the Developer:

i. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, or any part thereof without the consent in writing of the Developer, save and except the OWNER's Allocation in the said New building as herein mentioned.

ii. The Developer shall decide the selling rate of the said constructed area and the Owners shall not sell the Owner's Allocation to third Parties below the said selling rate.

f. The OWNERS agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the proposed New Building/s at the premises by the Developer and not to do any act deed

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 Veetana Sengupta
 Tulika Sengupta
 Bandana Sengupta

matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building/s or selling or otherwise transferring the Developer's Allocation and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

- g. To enable the Developer to develop the said Premises, the OWNERS shall sign execute and deliver and produce all papers documents instruments writings plans affidavits title deeds etc., as be reasonably required by the Developer from time to time therefor.
- h. For smooth and expeditious construction and completion of the Building at the said Premises, the OWNERS shall not unduly interfere in the day to day work of construction.
- i. Before, during or after the construction of the new multistoried building, the OWNERS shall not interfere with the possession of the Developer in the said premises and shall remain with the Developer free from all types of encumbrances.

M. Daisy Neelam.

3. In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other act of God, Fire, Riots, Legal problems, Civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of **60 months** from the date of sanction of building plan.

6.4 That the said property is now free from all encumbrances as is declared by the OWNERS and during the construction work if any sort of legal complication as to the right, title and interest of the OWNERS shall appear over any encumbrances is found, the OWNERS shall be held responsible to answer and remove all

Subrat Singh
 Parvati Singh
 Vishwa Singh
 Titik Singh
 Bandana Das

such legal complications / defects regarding his right, title and interest in the property at his own cost and expenses. The Developer shall not be made liable and/or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and/or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the OWNERS for sorting out any problem or defects, if any.

6.5 That the OWNERS hereby agrees and covenants with the Developer to not to violate or contravene any of the clause on this presents and the OWNERS do and keeps the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and/or contraventions.

6.6 That the OWNERS do hereby declare that no suits/cases either Civil or Criminal and/or any other proceedings are pending in any Court of law in respect of the Schedule referred property and if so, the OWNERS shall be held liable to compound, compromise, withdraw, settled with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

6.7 The OWNERS do hereby agrees and covenants with the Developer to not to cause any interference or hindrance in the construction of the multi-storied building at the said entire property by the Developer.

6.8 The OWNERS shall execute further registered Power of Attorney in favour of the Developer to enable the Developer to undertake construction erection and completion of the said Project and such Power of Attorney shall remain in full force. The OWNERS shall also execute a registered Power of Attorney in favour of the Developer relating to sell Developer's Allocation of the property. The said Power of Attorney shall be irrevocable as the same backed by consideration.

M. Dany Naasham

Sudind Sengupta
Parmit Sengupta

Krishna Sengupta
Tudak Sengupta

Bandana Das

6.9 As and when called upon by the Developer, the OWNERS shall sign and execute the Plan, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, license, or otherwise relating to or arising out of construction, erection and completion of the said residential building at the said Premises or as may be required from time to time by the Developer, without any delay, refusal, claim or demand.

6.10 The OWNERS shall also provide the Developer and/or its authorized nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the building as well as for representing it before all concerned authorities including execution all relevant papers, documents, instruments, deeds, writing in accordance with law.

6.11 Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer, all taxes, levies, impositions and outgoing relating to and arising out of each of the land shall be paid and borne by the OWNERS shown as outstanding as on the said date either determined and demanded for the said period and keep the Developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost, expense, prejudice or damages, if any incurred or suffered by the said Developer therefore.

6.12 The OWNERS shall not do any act deed or things whereby the Developer may be prevented from construction and completion of the said multi residential building provided the Developer acts in terms of this Agreement.

ARTICLE - VII : SPACE ALLOCATION

1. The OWNER's Allocation is detailed out in **PART - I** of the **SECOND SCHEDULE** hereunder written and the

M. Dany Nosham

Saharaj Singh
Jaimal Singh
Kishor Sengupta
Tudak Sengupta
Bansara Das

Developer's Allocation is detailed out in **PART - II** of the **SECOND SCHEDULE** hereunder written.

2. In lieu of the Developer constructing the New Building/s at its own costs (which includes, inter alia, the OWNER's Allocation) and agreeing to allocate and deliver possession of the OWNER's Allocation therein to the OWNERS as stated herein, the Developer shall have the exclusive right to hold own use possess occupy enjoy sell transfer deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said premises and also in the Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively PROVIDED HOWEVER, the same shall not create any financial liability on the said premises or on the OWNERS and the Developer shall be solely responsible for the same.

M. Davy Medhavi

ARTICLE-VIII- DELIVERY OF POSSESSION

1. The OWNERS shall demarcate the said property and shall hand over physical possession of the said premises/Property with the execution of this Agreement.

2. The Developer shall at its own costs cause the existing building if any and other structures standing at the said Premises to be demolished and appropriate the net proceeds of the salvage to them. The OWNERS shall not have any claim and/or demand upon the salvage of the existing building and structures.

3. The Developer hereby agrees to complete the construction of the building within 60 (sixty) months from the date of sanction of the Building Plan (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said OWNER's Allocation.

*Sukhvir Singh
Pannat Singh*

*Vishwa Sengupta
Tarak Sengupta*

Bandana A.S.

however such extension shall be mutually agreed by and between the OWNER and the Developer.

4. The Developer shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the OWNER at the cost of the nominee/s of the OWNERS.

ARTICLE -IX- ARCHITECTS, ENGINEERS, ETC

1. For the purpose of development of the said Premises the Developer alone shall be responsible to appoint the Architect for the said building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final conclusive and binding on the parties.

M. Dewey Nadhem

9.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE-X-INDEMNITY

1. The Developer hereby agrees and covenants with the OWNER not to assign its rights under this agreement in respect of the said Premises/ Property, however it shall not in any way debar the Developer from selling and transferring its share and/or for exploiting the said New Building after providing OWNER's Allocation to the OWNER in terms of this Agreement.

2. The OWNERS shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the OWNERS and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises/ Property.

*Sybilind Sengupta
Fumal Sengupta*

*Krishna Sengupta
Tulak Sengupta*

Barbara adin

3. It has been agreed by and between the parties hereto that in the event of any claim and/or encumbrance being invoked in respect of the said Premises/ Property or any part thereof by any third party due to any act, deed, matter or thing done and/or caused to be done and in any manner concerning the said Premises the entirety of all such claims, demands, losses, consequences shall entirely and exclusively be borne by the OWNERS herein and the Developer shall not be held liable nor responsible for bearing any consequence in respect thereof in any capacity thereof.

4. The Developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the OWNERS shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the OWNERS against all losses liabilities costs or third party claims actions or proceedings thus arising.

5. The OWNERS doth hereby agree and covenant with the Developer as follows:

- i. Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the premises by the Developer and/or its agents.
- ii. In case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS as envisaged herein (as stated in the schedule of Developer's Allocation), which is to be obtained by the OWNERS, then the OWNERS shall have to obtain the same.
- iii. To render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
- iv) not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with

M. Jany Nashon

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Fannal Sengphet
Krisma Sengphet
Tidok Sengphet
Bandana das

or disposing of the Developer's Allocation or any part thereof if done in terms of this Agreement.

v) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the said premises or any part thereof as from the date hereof, it being clarified that nothing contained herein shall prevent the OWNERS to deal with and dispose of the OWNER's Allocation upon the same being allocated identified and demarcated.

10.6 The Developer doth hereby agree and covenant with the OWNER as follows:

i) To join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the OWNERS or by the buyers of the OWNER's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the Developer by execution of such documents.

ii) not to do any act deed or thing whereby the OWNERS be prevented from selling transferring dealing with or disposing of the OWNER 's Allocation or any part thereof if done in terms of this Agreement.

iii) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the OWNER 's Allocation or any part thereof.

M. Daisy Nashom.

ARTICLE-XI-TAXES MAINTENANCE ETC

1. All municipal and all other rates and taxes and other dues and outgoings in respect of the said premises accruing due till handing over vacant possession of the said premises to the Developer shall be for and to the account of the OWNER; those accruing after handing over possession of

Subir Sengupta
Parimal Sengupta
Kishore Sengupta
Tejank Sengupta
Saundara Das.

the said premises to the Developer till the date of the Developer offering possession of the OWNER's Allocation to the OWNERS shall be on account of the Developer and thereafter the OWNERS shall pay the rates and taxes in respect of the OWNER 's Allocation only and the Developer shall pay the same in respect of the Developer's Allocation.

2. The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing including G.S.T. payable in respect of their respective Allocations from the said Date of Possession the OWNERS shall be deemed to have taken possession of the OWNER's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the OWNER's Allocation is taken or not by the OWNER.

3. The OWNERS and the Developer shall from the Date of Possession of the OWNER's Allocation maintain their respective portions at their own costs in a good and tenatable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said New Building which may be against law or which will cause obstruction or interference to the user of such common area.

4. After the said New Building is completed and the OWNER's Allocation is delivered the Developer and the OWNERS shall form an association of the OWNERS / occupants of the various flats in the said New Building with such rules and regulations as the Developer shall think fit and proper and the OWNERS and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.

5. Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the OWNERS making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the

M. Debby Netham

Sybil
Parimal Singh

Krishna Sengupta
Tulak Sengupta

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said maintenance charges are paid by the OWNERS the OWNERS shall not be entitled and hereby agrees not to avail of any of the services.

6. The OWNERS shall be liable to pay charges for electricity in or relating to the OWNER's Allocation wholly and proportionately relating to common parts.

ARTICLE-XII- MUTUAL OBLIGATION

1. The OWNERS and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises/Property.

2. The OWNERS and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.

3. The OWNERS and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of the others allocation in the said New Building at the said Premises.

4. It is distinctly agreed and understood by and between the parties herein that according to the present statute and for the sake of convenience this agreement for development shall be registered at the cost of the developer.

ARTICLE-XIII-BREACH AND CONSEQUENCES

1. In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to refer the breach to the Arbitrator who shall determine the consequences of the breach and the costs.

M. Devisy Neelam

*Sybilal Sengupta
Jannal Sengupta
Kishore Sengupta
Tulaks Sengupta
Sardana et al.*

ARTICLE - XIV : MISCELLANEOUS

1. All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.
2. That after execution of this Agreement by the OWNERS with the Developer, the OWNER shall not create any encumbrance and/or lien in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.
3. The Developer will at its own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the intending purchasers.
4. The Owners covenants that they have not entered into Agreement for Sale, Development Agreement or any other deeds in respect of the said Property with the third parties.

M. Daisy Madhavan

ARTICLE - XV : ARBITRATION & JURISDICTION

1. The OWNERS and Developer hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the District Court, to the extent reference to courts is permitted under the Arbitration and Conciliation Act, 1996. In case of any dispute or difference of any nature whatsoever arising between Parties in relation to this Agreement which cannot be amicably resolved within

*Suhani Singh
 Anand Singh
 Krishna Sengupta
 Tillet, Sonapatla
 Baniana abs.*

ninety (90) days of its occurrence, such dispute or difference shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The arbitration shall be conducted by a sole arbitrator appointed by mutual consent of both the OWNERS and DEVELOPER. If the OWNERS and Developer have not mutually agreed on the appointment of the arbitrator, a request to the jurisdictional court for appointment of an arbitrator under sub-section (6) shall be applied for and the Arbitrator appointed by the court shall be binding on the OWNERS and Developer.

2. The Arbitrator shall have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
3. The place of arbitration shall be at Kharagpur and the language will be English.
4. District Court having jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

M. Dany Naskam.

FIRST SCHEDULE AS REFERRED TO ABOVE

(A)

ALL THAT Piece and Parcel of land of Owner No.1, Smt. Bandana Das is the exclusive owner of a Vacant Plot of Land lying and situated in District: Midnapore now Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Taljuli, J.L.No.239, L.R. Khatian No. 1364, L.R. Plot No. 781, Kharagpur Municipal Holding No: 503/404, I/D No:34313, in Kharagpur Municipal Ward No:28, land measuring-13 decimals of land. Henceforth for the convenience of this Development Agreement the said property shall be referred to as the **Schedule-'A' Property**..

Sukhmit Sen Gupta
 Samrat Singh
 Krishna Sengupta
 Tulak Sen Gupta
 Bandana Das.

(B)

ALL THAT Piece and Parcel of land of WHEREAS the Owners No.(2) to (5) are the owners of a Vacant Plot of Land lying and situated in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O: Kharagpur, Kharagpur Municipal Ward No.28, Holding No. 502/403, I/D No: 34312, Mouza: Taljuli, J.L.No. 239, in L.R. Khatian No.1320, L.R. Plot No.780,L.R. Khatian No. 1320, L.R. Plot No.780,measuring-3.75 decimals of land, in L.R. Khatian No.1321, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1322, L.R. Plot No.780, measuring-3.75 decimals of land, in L.R. Khatian No.1310, L.R. Plot No.780, measuring-3.75 decimals of land, total area measuring-15 decimals (which shall be the basis of ratio of share between the owners), being the Schedule-'B' Property:

m. Daisy Nandan

Total Area in 'A' & 'B' Schedule- 13 + 15 = 28 Decimals

SECOND SCHEDULE AS REFERRED TO ABOVE
(Space Allocation)

OWNER'S ALLOCATION (TO THE OWNER OF SCHEDULE-'A' & 'B' PROPERTY) – a) The Owner of the 'A' Scheduled property shall be allotted 25% of the total constructed area as per the proportionate area constructed on the 'A' Schedule property for the G + 3 storied building and for the vertical expansion of the fifth floor 22% of the proportionate area constructed area of the fifth floor (the word proportionate shall deemed to be the total area of the Owner no.1 i.e., 13 decimals out of the total area of 28 decimals). On the final allocation the Owner shall have to pay separately for the transformer, CC TV, Generator and other amenities along with 1 % GST of the valuation of the said Owners allocation as per the valuation assessed by the A.D.S.R, Kharagpur/D.S.R-1, Paschim Medinipur or any other registering authority; The allocation shall be further subjected to the conditions that the owner shall not be entitled to sell or enter into any agreement with any third party till the handing over the said flat by the Developer by way of allotment letter; That the Owner shall be entitled to 1 common four wheeler parking area in the

Sahand Singh
Suman Singh
Krishna Singh
Tilak Singh
Bansara Singh

ground floor of the building for the entire allocation and one two wheeler parking per flat upon actual allocation.

b) The Owners of the 'B' Scheduled property shall be allotted 25% of the total constructed area as per the proportionate area constructed on the 'B' Schedule property for the G + 3 storied building and for the vertical expansion of the fifth floor 22% of the proportionate area constructed area of the fifth floor (the word proportionate shall deemed to be the total area of the Owner no.1 i.e., 15 decimals out of the total area of 28 decimals). On the final allocation the Owner shall have to pay separately for the transformer, CC TV, Generator and other amenities along with 1 % GST of the valuation of the said Owners allocation as per the valuation assessed by the A.D.S.R, Kharagpur/D.S.R-1, Paschim Medinipur or any other registering authority, The allocation shall be further subjected to the conditions that the owner shall not be entitled to sell or enter into any agreement with any third party till the handing over the said flat by the Developer by way of allotment letter; That the Owner shall be entitled to 1 common four wheeler parking area in the ground floor of the building for the entire allocation and one two wheeler parking per flat upon actual allocation. *There is no monetary transaction between the first Party & Second Party.*

M. Daisy Nosham

PART - II : DEVELOPER'S ALLOCATION

DEVELOPER'S ALLOCATION - shall mean remaining constructed area of the said multi-storied complex after allocation to the owners in the manners as stated in Para - (x) together with proportionate share of the roof in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/ or common facilities and/or common amenities and open space on pro rata basis, as fully and particularly set-out in PART-II of the SECOND SCHEDULE hereunder written.

Sukunil Singh

Parnal Singh

Varshna Singh

Tilak Singh

Bandana Das

THIRD SCHEDULE AS REFERRED TO ABOVE
(GENERAL SPECIFICATION)

(Specifications for construction of the Building and Fittings and fixtures to be provided in the Unit)

a. Foundation & Column:

The Construction is in R.C.C in Foundation.

b. Super Structure:

R.C.C construction and cement concrete framed structure with necessary brick work.

c. Flooring:

Living, Dining, Bedrooms & Internal passage for Flats: Vitrified tiles.

Balconies: Tiles.

Kitchen Floor: Tiles

Common Lobby & Staircase: Marbles.

Toilet flooring: Anti Skid ceramic tiles/Marbles.

d. Kitchen:

Floor: Tiles

Dado: Ceramic tiles 2 feet above the counter.

Sink: Stainless Steel

Counter: Covered semi modular type.

Cooking platform: Green Marble on RCC Slab.

Fittings: CP fittings of superior brand.

Water Supply: Concealed PVC Piping system for water.

e. Toilets:

Floor: Anti-skid ceramic tiles/Marbles.

Dado: Ceramic tiles upto 5 feet.

Fittings: CP Fittings of superior brand.

Sanitary Wares: White porcelain WC of European with PVC Cistern.

Wash Basin: White Porcelain.

Door: Internal side laminated flash door.

Water Supply: Concealed PVC Piping system for hot & cold water.

M. Daisy Nairam.

Farmat Sengupta
Sudhansu Sengupta
Kristina Sengupta
Tulsi Sengupta
Bansara Sengupta

f. Wall:

Internal: Putty finish.

Common Area: Plaster of paris/putty finish.

External: Weather coat paint on white cement primer.

g. Windows:

Tightly framed with MS Grill with aluminum standard section casement with glass inserts in each shutter.

h. Balcony, Staircase & Railings:

MS Grill

i. Door:

Modular Doors

j. Electric:

Wiring: PVC concealed multi strand FRLS Copper wire.

Switch: Modular type imported on hard fiber sheet.

k. Parking Space:

Open Parking Space inside the campus.

l. Electric Supply:

Electric Supply for the flat is to be taken from the W.B.S.E.D.C.L. by the Flat Owner on application for individual meter as per rule.

Common Meter for common amenities:

An association of all the Flat Owners shall apply for and have meter for Common amenities viz. Lighting for Parking Area, Lift, Staircase, Lobbies, Roofs, Gate, Pump and all other Common Amenities.

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

m. Dany neelam.

*Sylamal - em gupla
Pamul Sengupla*

*Volahna Sengupla
Tutak Sengupla*

Bandana Das.

This is an Development Agreement and for the purpose of registration of this Agreement the Additional District Sub-Registrar, Kharagpur has valued the same under the Provisions of The West Bengal Stamp (Prevention of undervaluation of instrument) Rules, 1994 has assessed the Market Value of the said Property at Rs.- vide Query Form No:/2022 dated: .../11/2022 and hence Non Judicial Stamp Paper alongwith e-remittance are accordingly paid.

This Development Agreement consists of 48 (forty eight) pages including 1(one) number of Non-Judicial Stamp Paper of Rs.5,000/- only along with finger impression pages and e-remittance has accordingly been made;

- 1. Sukhmit Sengupta 2. Pannik Sengupta
- 3. Kristina Sengupta 4. Tilak Sengupta

5.
Signature of Owners

M. Dany Nooham .

Signature of Developer

WITNESSES: Sukhmit

1)
SK. Iftakhar Ahmed
S/o Late SK Nuruddin Ahmed
at - Mirza Bazar,
P.O + P.S. - Midnapur,
Dist - Paschim Medinipur.

M. Dany Nooham .

Sukhmit Sengupta
Pannik Sengupta
Kristina Sengupta
Tilak Sengupta
Beardiana adar

2) Bablu Ali Khan
At-Rajan Bagan
medinipur






DRAFTED BY ME:

Surojit Dutta
(SUROJIT DUTTA: ADVOCATE)
JUDGE'S COURT: MIDNAPORE.
ENROLLMENT NO: F/941/930/87.






COMPUTERISED BY ME:

Ashis Sen
(ASHIS SEN: KHARAGPUR).

IMPRESSION OF LEFT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

IMPRESSION OF RIGHT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

SIGNATURE OF OWNER(S)/DEVELOPER(S)

Burana Das.

IMPRESSION OF LEFT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

IMPRESSION OF RIGHT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

Krishna Sengupta
SIGNATURE OF OWNER(S)/DEVELOPER(S)

AS PER REGISTRATION ACT OF WEST BENGAL GOVERNMENT I/We,
Owner(s)/ Developer(s) give my/our 10(ten) finger impressions of both hands.

IMPRESSION OF LEFT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

IMPRESSION OF RIGHT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER


SIGNATURE OF OWNER(S)/DEVELOPER(S)

IMPRESSION OF LEFT HAND




				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

IMPRESSION OF RIGHT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

Tulak Sengupta
SIGNATURE OF OWNER(S)/DEVELOPER(S)

IMPRESSION OF LEFT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

IMPRESSION OF RIGHT HAND

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

M. Daisy Nadhom
SIGNATURE OF OWNER(S)/DEVELOPER(S)








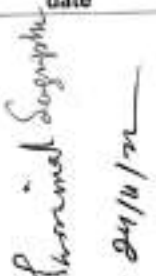



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue







OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE, District Name :Paschim Midnapore

Signature / LTI Sheet of Query No/Year 10012003336194/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Bandana Das Taljuli Botol Goli, City:- , P.O:- Kharagpur, P.S:- Kharagpur Town, District-Paschim Midnapore, West Bengal, India, PIN:- 721301	Land Lord			 24/11/22
2	Mr Parimal Sengupta 27/16/18 Prantik Park 1st Lane Shibrampur, City:- Not Specified, P.O:- Sarsuna, P.S:- Garia, District-South 24- Parganas, West Bengal, India, PIN:- 700061	Land Lord			 24/11/22
3	Mr Subimal Sengupta Taljuli, City:- , P.O:- Kharagpur, P.S:- Kharagpur Town, District-Paschim Midnapore, West Bengal, India, PIN:- 721301	Land Lord			 24/11/22

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mrs Krishna Sengupta 100/94 Jessore Road Dumdum Motijhil, City:-, P.O:- Dumdum, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074	Land Lord			<i>Krishna Sengupta</i> 24/11/22
5	Mr Tilak Sengupta Tajuli, City:-, P.O:- Kharagpur, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301	Land Lord			<i>Tilak Sengupta</i> 24/11/22
6	Mrs Masapu Daisy Nadham Alias Mrs Daisy Kaur Jhapatapur, City:-, P.O:- Kharagpur, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301	Represent ative of Developer [Megha Infrastruct ure]			<i>M. Daisy Nadham.</i> 24/11/22

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Sk. Iftekar Ahmed Son of Late Nuruddin Ahmed Mirzabazar, City:- P.O.- Midnapur, P.S.- Medinipur, District- Paschim Midnapore, West Bengal, India, PIN:- 721101	Mrs Bandana Das, Mr Parimal Sengupta, Mr Subimal Sengupt Mrs Krishna Sengupta, Mr Tilak Sengupta, Mrs Masapu Daisy Nadham			<i>Sk. Iftekar Ahmed</i> 24/11/2022

(Snehendu Bhattacharyya)

DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
PASCIM MIDNAPORE
Paschim Midnapore, West
Bengal

Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs Bandana Das Wife of Late Dulal Chandra Das Taljuli Botol Goli, City:- , P.O:- Kharagpur, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: brxxxxxx8p, Aadhaar No: 40xxxxxxxx5646, Status :Individual, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence</p>
2	<p>Mr Parimal Sengupta Son of Late Nirmal Kumar Sengupta 27/16/18 Prantik Park 1st Lane Shibrampur, City:- Not Specified, P.O:- Sarsuna, P.S:-Garia, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: akxxxxxx6m, Aadhaar No: 52xxxxxxxx4676, Status :Individual, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence</p>
3	<p>Mr Subimal Sengupta (Presentant) Son of Late Nirmal Kumar Sengupta Taljuli, City:- , P.O:- Kharagpur, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ajxxxxxx7q, Aadhaar No: 36xxxxxxxx4420, Status :Individual, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence</p>
4	<p>Mrs Krishna Sengupta Wife of Mr Avijit Sengupta 100/94 Jessore Road Dumdum Motijhil, City:- , P.O:- Dumdum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: cvxxxxxx2q, Aadhaar No: 93xxxxxxxx7533, Status :Individual, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence</p>
5	<p>Mr Tilak Sengupta Son of Mr Subimal Sengupta Taljuli, City:- , P.O:- Kharagpur, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: gwxxxxxx8b, Aadhaar No: 50xxxxxxxx7516, Status :Individual, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/11/2022 , Admitted by: Self, Date of Admission: 24/11/2022 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Megha Infrastructure Madanmohan Barbetia, City:- , P.O:- Changual, P.S:-Kharagpur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301 , PAN No.:: axxxxxxx4h, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Name, Address, Photo, Finger print and Signature

1 Mrs Masapu Daisy Nadham
 Wife of Mr M Megha Nadham Jhapatapur, City:- , P.O:- Kharagpur, P.S:-Kharagpur Town, District-Paschim
 Midnapore, West Bengal, India, PIN:- 721301, Sex: Female, By Caste: Hindu, Occupation: Business,
 Citizen of: India, PAN No.: axxxxxx4h, Aadhaar No: 29xxxxxxxx5900 Status : Representative.
 Representative of : Megha Infrastructure (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Sk. Iftakar Ahmed Son of Late Nuruddin Ahmed Mirzabazar, City:- , P.O:- Midnapur, P.S:- Medinipur, District-Paschim Midnapore, West Bengal, India, PIN - 721101			
Identifier Of Mrs Bandana Das, Mr Parimal Sengupta, Mr Subimal Sengupta, Mrs Krishna Sengupta, Mr Tilak Sengupta, Mrs Masapu Daisy Nadham			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Bandana Das	Megha Infrastructure-13 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Parimal Sengupta	Megha Infrastructure-3.75 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Subimal Sengupta	Megha Infrastructure-3.75 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr Subimal Sengupta	Megha Infrastructure-3.75 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Mr Tilak Sengupta	Megha Infrastructure-3.75 Dec

Land Details as per Land Record

District: Paschim Midnapore, P.S - Kharagpur Town, Municipality: KHARAGPORE, Road: Ward No 28, Mouza:
 TALJULY, , Ward No: 28, Holding No:503/404 JI No: 239, Pin Code : 721301

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 781, LR Khatian No:- 1384	Owner:বন্দনা দাস, Gurdian:সুদাস চন্দ্র, Address:মিডিয়া, Classification:বাড়, Area:0.13000000 Acre,	Mrs Bandana Das

Dist: Paschim Midnapore, P.S.- Kharagpur Town, Municipality: KHARAGPORE, Road: Ward No 28, Mouza:
11 JULY, . Ward No: 28, Holding No:502/403 JI No: 239, Pin Code : 721301

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 780, LR Khatian No:- 1320	Owner: পরিমল সেনগুপ্ত, Gurdian: নির্মলকুমার , Address: নিজ , Classification: বাস্তু, Area: 0.03750000 Acre,	Mr Parimal Sengupta
L3	LR Plot No:- 780, LR Khatian No:- 1322	Owner: কৃষ্ণা সেনগুপ্ত, Gurdian: নির্মলকুমার , Address: নিজ , Classification: বাস্তু, Area: 0.03750000 Acre,	Mrs Krishna Sengupta
L4	LR Plot No:- 780, LR Khatian No:- 1321	Owner: সুবিনয় সেনগুপ্ত, Gurdian: নির্মলকুমার , Address: নিজ , Classification: বাস্তু, Area: 0.03750000 Acre,	Mr Subimal Sengupta
L5	LR Plot No:- 780, LR Khatian No:- 1310	Owner: তিলক সেনগুপ্ত, Gurdian: সুবিনয় , Address: নিজ , Classification: বাস্তু, Area: 0.03750000 Acre,	Mr Tilak Sengupta

11-2022
Presented for registration at 19:00 hrs on 24-11-2022, at the Private residence by Mr Subimal Sengupta, one of the Executants.

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 63,00,000/-

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

Execution is admitted on 24/11/2022 by 1. Mrs Bandana Das, Wife of Late Dulal Chandra Das, Taljuli Botol Goli, P.O: Kharagpur, Thana: Kharagpur Town, Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by Profession House wife, 2. Mr Parimal Sengupta, Son of Late Nirmal Kumar Sengupta, 27/16/18 Prantik Park 1st Lane Shibrampur, P.O: Sarsuna, Thana: Garia, South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Retired Person, 3. Mr Subimal Sengupta, Son of Late Nirmal Kumar Sengupta, Taljuli, P.O: Kharagpur, Thana: Kharagpur Town, Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by Profession Retired Person, 4. Mrs Krishna Sengupta, Wife of Mr Avijit Sengupta, 100/94 Jessore Road Dumdum Motijhil, P.O: Dumdum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession House wife, 5. Mr Tilak Sengupta, Son of Mr Subimal Sengupta, Taljuli, P.O: Kharagpur, Thana: Kharagpur Town, Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by Profession Service Indentified by Sk. Iftekar Ahmed, Son of Late Nuruddin Ahmed, Mirzabazar, P.O: Midnapur, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

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

Execution is admitted on 24-11-2022 by Mrs Masapu Daisy Nadham, Proprietor, Megha Infrastructure (Others), Madanmohan Barbetia, City:-, P.O:- Changual, P.S:-Kharagpur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301
Identified by Sk. Iftekar Ahmed, Son of Late Nuruddin Ahmed, Mirzabazar, P.O: Midnapur, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

Snehendu Bhattacharyya

Snehendu Bhattacharyya
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I PASCIM
MIDNAPORE
Paschim Midnapore, West Bengal

On 25-11-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 53/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/11/2022 4:25PM with Govt. Ref. No: 192022230189269861 on 24-11-2022, Amount Rs: 53/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BZHALY4 on 24-11-2022, Head of Account 0030-03-104-001-16

Date of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1001-2022, Page from 185648 to 185713

Being No 100108552 for the year 2022.



Snehendu Bhattacharyya

Digitally signed by SNEHENDU
BHATTACHARYYA
Date: 2022.11.25 15:54:43 +05:30
Reason: Digital Signing of Deed.

(Snehendu Bhattacharyya) 2022/11/25 03:54:43 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE
West Bengal.

(This document is digitally signed.)
