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Certified that the document is admitted to registration The signature sheet / sheet's and the endorsement sheet/sheet's attached with this document's are the part of this document

पश्चिम बंगाल न्यायिक  
 पश्चिम बंगाल न्यायिक

Additional District Sub-Registrar  
 Kodpur, North 24-Parganas

10 7 JUL 2022


**DEVELOPMENT AGREEMENT**

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নং জেলা উত্তর ২৪ পরগণা  
 মেহাটি এ.ডি.এস.অফিস, সাবরেজিস্ট্রী অফিস  
 তারিখ \_\_\_\_\_  
 নাম \_\_\_\_\_  
 সাং \_\_\_\_\_  
 মূল্য \_\_\_\_\_  
 ভেদার দাক্ত \_\_\_\_\_  
 ভেদারের নাম-পূর্বীয় দাক্ত \_\_\_\_\_  
 টেকারি নাম-বারাকপুর \_\_\_\_\_  
 টি.ডি. নং \_\_\_\_\_  
 সদাঙ্গ পরিষদের তারিখ \_\_\_\_\_  
 এই টি.ডি. নম্বরের মোট কত টাকা  
 পরিশোধ হয়েছে \_\_\_\_\_

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 Amal Kumar Sengupta  
 Sodepur  
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29 JUN 2022

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The original document is hereby certified to be a true and correct copy of the original document as submitted to the Registrar, Sodepur, District North 24 Parganas.

Additional District Sub-Registrar  
 Sodepur, North 24-Parganas

07 JUL 2022

Amal Kumar Sengupta  
 Sodepur  
 KOL - 700110.

**THIS DEED OF AGREEMENT** is made on this 7<sup>th</sup> day of July, 2022 **BETWEEN SRI INDRANIL SENGUPTA (PAN-CKUPS2502R)**, son of Late Ranjan Sengupta, by Faith- Hindu, by Occupation- Business, by nationality- Indian, residing at 1 No. Deshbandhu Nagar, D-Block, P.O.-Sodepur, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700110, West Bengal, hereinafter collectively called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

**AND**

**SAI UDYOG (PAN- AERFS7798J)** a Partnership firm, having its office at Arunachal, P.O.-Sodepur, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700110, West Bengal, represented by its Partners (1) **SRI ABHAY SAHA (PAN-NHHPS1326A)**, son of Sri Kamal Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 44/23, Shyamnagar Road, Das Villa, P.O.-Bangur Avenue, P.S.-Dum Dum , Kolkata-700055, West Bengal, (2) **SRI SOURAV SARKAR (PAN-EBHPS8615H)**, son of Samir Kumar Sarkar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Birendra Nath Sashmal Road, Das Colony, P.O.- Panihati, P.S.- Khardah, District- North 24 Parganas, Kolkata-700114, West Bengal, (3) **SRI ANIL CHANDRA PAUL (PAN-AFVPP4059E)**, son of Late Umesh Chandra Paul, by Faith- Hindu, by Occupation- Business, by Nationality-Indian, (4) **SMT. JHUMUR PAUL (PAN- AFVPP5849Q)**, wife of Sri Anil Chandra Paul, by Faith- Hindu, by Occupation- Business, by Nationality-Indian, both are residing at West Arunachal, P.O. Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-In-Office, legal representative and/or assigns) of the **OTHER PART.**

**WHEREAS** the beloved father of the Land Owner herein Ranjan Sengupta son of Late Dharendra Nath Sengupta acquired a plot of Bastu land measuring more or less 3 Cottaha 10 Chittacks 22.5 Sq.ft. together with all easements rights appertaining thereto, lying and situated at Mouza-

Sodepur, J.L.No.8, comprised and contained in C.S.Dag Nos.83 (P) & 476(P), under E.P.No.232, S.P.No.339, within the jurisdiction of Panihati Municipality, under Ward No.16, under P.S.-Khardah, District- North 24 Parganas, by virtue of gift, from the Department of Refugee Relief and Rehabilitation of Govt. of West Bengal, through a registered Deed of Gift, duly registered before the office of the Additional District Registrar, North 24 Parganas at Barasat on 24.09.1991 and was recorded in Book No.I, Volume No.14, pages from 205 to 208, being No.1027 for the year 1991.

**AND WHEREAS** having acquired the aforesaid plot of land through the aforesaid registered Gift Deed the said Ranjan Sengupta got his name mutated with the Assessment Register of Panihati Municipality and constructed a pucca brick built double storied residential building total measuring 1200 Sq.ft. (Ground floor 600 Sq.ft. and First floor 600 Sq.ft.) over the said plot of land and paid taxes to the authority concern regularly during his life time.

**AND WHEREAS** the said Ranjan Sengupta died intestate on 27.05.1999, leaving behind him myself i.e. the Land Onwer herein as his only legal heirs, under the provision of Hindu Succession Act, 1956 in repsect of the aforesaid property.

Be it stated here that my beloved mother Uma Sengupta died on 03.07.2013 i.e. she was predeceased of my father.

**AND WHEREAS** the Land Owner herein Sri Indranil Sengupta became absolutely seized and possessed of and/or otherwise entitled to a plot of Bastu land measuring more or less 3 Cottaha 10 Chittacks 22.5 Sq.ft. togetherwith a brick built two storied pucca residential building measuring 1200 Sq.ft. (Ground floor meausring 600 Sq.ft. and First floor measuring 600 Sq.ft.) standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Sodepur, J.L.No.8, comprised and contained in C.S.Dag Nos.83 (P) & 476(P), under E.P.No.232, S.P.No.339, corresponding to R.S. & L.R.Dag No.78/1209, within the jurisdiction of Panihati Municipality being Municipal Holding No.245 of 1No.D.B.Nagar, under Ward No.16, under P.S.-Khardah, District- North 24 Parganas, by virtue of inheritance after the demise of his father Ranjan Sengupta and have been paying taxes to the authority concerned regularly and also have been in peaceful physical possession over the same, free from all sorts of encumbrances, lien, charges, demand whatsoever.

**AND WHEREAS** presently the Land Owner with the intention of construction of multi-storied (G+4) building over the said plot of land after demolishing the existing structure standing thereon have approached the Developer for doing this said Act and on the basis of such approach made by the owners the Developer being experienced in developing the properties, has agreed to develop the said property, morefully and particularly described in the schedule hereunder written hereinafter called the "SAID PROPERTY" at its own cost and expenses on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED  
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**ARTICLE-I**

**DEFINITION**

- 1. OWNER** : Means **SRI INDRANIL SENGUPTA** son of Late Ranjan Sengupta, residing at 1 No. Deshbandhu Nagar, D-Block, P.O.-Sodepur, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700110, West Bengal.
- 2. DEVELOPER** : **SAI UDYOG** a Partnership firm, having its office at Arunachal, P.O.-Sodepur, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700110, West Bengal, represented by its Partners (1) **SRI ABHAY SAHA**, son of Sri Kamal Saha, residing at 44/23, Shyamnagar Road, Das Villa, P.O.-Bangur Avenue, P.S.-Dum Dum , Kolkata- 700055, West Bengal, (2) **SRI SOURAV SARKAR** son of Samir Kumar Sarkar, residing at Birendra Nath Sashmal Road, Das Colony, P.O.- Panihati, P.S.- Khardah, District- North 24 Parganas, Kolkata-700114, West Bengal, (3) **SRI ANIL CHANDRA PAUL** son of Late Umesh Chandra Paul, (4) **SMT. JHUMUR PAUL** wife of Sri Anil Chandra Paul, both are residing at West Arunachal, P.O. Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110, West Bengal.

- 3. LAND** : The land described in the schedule hereunder written.
- 4. BUILDING** : Means multi storied (G+4) building to be constructed on the schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owners and at the cost of construction charges and expenses of the Developer hereinafter referred to as the said building.
- 5. ARCHITECT** : Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.
- 6. BUILDING PLAN:** Plan to be sanctioned by the Panihati Municipality.
- 7. TRANSFER** : Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer of Flat/Shop in multi-storied building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.
- 8. TRANSFEREE:** Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.
- 9. TIME** : Shall mean the construction to be completed within 24 months from the date of sanctioned plan.
- 10. COMMENCEMENT** : This agreement shall be deemed to have commencement with effect from the date of execution of this agreement .
- 11. COVERED AREA** : Shall mean the plinth area of the building measuring at the floor level of the basement or

any story and as shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/flats/rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/room including proportionate share of stair, lift & Corridor.

**12. COMMON AREA :** Shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portions/flat for the use of the co-owners of the flats/rooms i.e. water pump room in the ground floor and open terrace of the Top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer.

**13. COMMON PORTIONS :** Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.

**14. COMMON FACILITIES AND AMENITIES** : Shall include corridors, stair-case, water pump, pump house, over head tank, lift and such other facilities which may be mutually agreed by and between the parties and required for the location free enjoyment, maintenance, up keep and/or proper management of the building including the top floor roof.

**15. PROPORTIONATE:** shall mean where it refers to the share of any Purchaser to purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or

parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the owners' area and where it refers to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.

- 16. PROJECT :** Shall mean the development of land by construction of the proposed multi storied building for selling of the flats/portions of the Building another jobs as envisaged hereunder save and except the owner's allocation.
- 17. SINGULAR :** Shall include the plural and vise versa.
- 18. MASCULINES :** Shall include the famine and vise versa.
- 19. TRANSFEREES :** Shall mean the person or body of individual, firm, limited company, association or persons to whom any space/flat in the building is proposed to be transferred on Ownership basis for Residential purpose whatsoever.

It is intended and agreed by and between the parties hereto that this Agreement shall be a complete record of the Agreement between the parties regarding the subject matter hereof and in complete viable of the negotiation before the execution of these present.

- 20. HOLDING ORGANISATION :** Shall mean Association, Limited Company or Co-operative or Registered Society that may be nominated or formed by the land Owners/Developer for the common purpose.
- 21. GENERAL LIMITED COMMON ELEMENTS :** Shall mean those limited common elements which are for the use of or benefit of all the units as morefully and particularly described in the SECOND SCHEDULE hereinafter written.



- 22. ROOF** : Shall mean and includes the roof of the said building on the top of the terrace and the roof right will be exclusively belongs to the flat owners.
- 23. SUPER BUILT UP AREA:** Shall mean covered area including Proportionate share of Stair, Lift & Corridor + 20% of covered area= Total super built up area.

**ARTICLE-II**

**COMMENCEMENT AND FIELD OF THIS AGREEMENT**

- (a) This Agreement shall come into effect automatically and immediately on execution of these presents by and between the Parties hereto.
- (b) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of an registration of Deed or Deeds of conveyance or Transfer by the Land Owner in favour of the Developer or their nominee/nominees in terms of the Agreement in respect of flat/shops portion in the proposed building TOGETHERWITH undivided right, title and interest in the land of the said premises.

**ARTICLE-III**      **LAND OWNERS' REPRESENTATION**

- (a) The Land Owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) None other than the Land Owner shall have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- (c) That none other than the Land Owner i.e. the party of the one part hereto, shall have any claim, right, title and/or demand whatsoever in respect of the said property and/or any portion thereof.
- (d) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, acquisition, requisition whatsoever or howsoever.
- (e) That the Developer i.e. the Other part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as

mentioned in the Schedule hereunder, have agreed to do the proposed development of the said holding in terms and conditions as contained herein above.

(f) That the said property is not subject to any suit or legal proceeding in any court of law.

#### ARTICLE-IV

#### LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

(i) The Land Owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendens, trusts, requisition or acquisition whatsoever nature and has a valid marketable title on the said premises.

(ii) The Land Owner shall have absolute right and authority to develop the said plot of land.

#### ARTICLE-V

#### DEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential and commercial use. The Developers' responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent authority in respect of the said property upto the date of this agreement shall be paid by the Land Owner.

- (iv) All funds and/or finance to be required for completion of the entire project shall be provided by and/or otherwise arranged by the Developer.
- (v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats/shops of the proposed building/buildings which completely includes as Developer's areas/portions in the proposed building at the said premises and/or of all or any portion/portions thereof, which will include common area and facilities TOGETHERWITH the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market.
- (vi) The Developer will be entitled to prepare Plan and modify or alter the Plan and to submit the same to the concerned authority in the name of the owners at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the Developer in the name of the Land Owners.
- (viii) The Developer hereby undertakes to indemnify and keep indemnified the Land Owners from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the Panihati Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.
- (ix) That the Developer will be entitled to take loan from any Financial Institution or any Nationalized Bank / Banks for completion of the said project and not to attach the property in question by infringing the Land Owners'

right and interest of the property in any manner whatsoever and no liability will be given to the Land Owners regarding the outstanding loan of the Developer.

(x) The Developer will complete the construction within 24 months from the date of sanctioning the Plan by the Municipal authority. For this purpose Developer must take all necessary steps to obtain Sanctioned Building Plan from the respective authority.

(xi) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and and keep the owner's indemnified.

(xii) The Developer shall obtain all necessary "No-Objection" certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.

#### **ARTICLE-VI                      CONSIDERATION**

In consideration of the owners, having granted the Developer an exclusive consent to develop the said premises provided herein the owners shall be the absolute ownership of 2 Nos. self contained residential flat, one measuring more or less 1050 Sq.ft. super built up area each, located at South-Eastern side of the Third floor and another measuring more or less 750 Sq.ft. Super built up area, located at South-Western side of the Second floor and a brick built covered Garage, measuring more or less 150 Sq.ft. covered area at Ground floor of the proposed multi storied building TOGETHERWITH undivided proportionate share of land TOGETHERWITH right to common use of common areas, facilities attached with the said building subject to make payment of monthly maintenance charges as assessed by the Flat Owners' Association of the proposed multi storied building.

Besides this a sum of Rs. 1,00,000/- (Rupees one lakh) only will be paid by the Developer at the time of execution of this agreement.

#### **DEVELOPER'S ALLOCATION**

**SAVE AND EXCEPT** the aforesaid Owners' allocated portion, the rest portion will be treated as **DEVELOPER'S ALLOCATION**.

ARTICLE-VII

PROCEDURE

1. The Land Owners shall execute a Development Power of Attorney as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for persuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area of the total constructed area only. During continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillments of the Developer's obligation as per the instant agreement .
2. The Land Owners shall help to obtain mutation of the property in the name of the developer and/or their nominee or nominees and/or favour of the future flat owners and shop owners after the completion of the construction and after transfer or sale of all the flats and shops to the said future owners hereof.
3. Immediately after execution of these presents the Land owners shall handover vacant possession of the land with the existing structure to the developer and/or his representatives to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.
4. The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners' allocated flats as may be determined by the association or society to be formed after construction of the building and sale of all flats. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats/shops in question among all consumers or purchasers.

**ARTICLE-VIII**

**CONSTRUCTION**

The Land Owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

**ARTICLE-IX**

**POSSESSION**

Immediately on execution of these presents the owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the owners and the Developer.

**ARTICLE-X**

**BUILDING**

- (a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 24 months from the date of sanctioning of plan by the Municipal authority.
- (b) The Developer will install and erect in the said Building at its own costs, pumps, water storage over head reservoirs, electrifications, permanent electric connection from the CESC Limited /WBSEDCL and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by CESE Limited/ WBSEDCL in the said Building.
- (c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owner construct and complete the building in accordance with the Building Plan and any amendment thereto or

modification thereof made or caused to be made by the Developer during the period of construction subject to the sanction of the appropriate authorities.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land owners shall have no liability whatsoever in this context.

**ARTICLE-XI**                      **RATES AND TAXES**

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land Owners under this agreement till the Development of the property from the date of taking over the possession.

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

**ARTICLE-XII**                      **SERVICE AND CHARGES**

(a) On completion of the Building and after possession of its respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipments for common use maintenance and general management of the building.

(c) The Developer in consultation with the Land Owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration/maintenance and other schemes and as well Association of flat owners of the respective flats as and when formed.

**ARTICLE-XIII**

**COMMON RESTRICTIONS**

(a) The transferees and occupiers shall, in any event, not use the allotted flats and shall not store inflammable or combustible articles/materials, such as bide skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

**ARTICLE-XIV**

**LEGAL COMPLIANCE**

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owners shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary .

**ARTICLE-XVI**

**OWNERS' INDEMNITY**

The owners hereby undertakes to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owners.



**ARTICLE-XVII**

**TITLE DEEDS**

The Land Owners shall keep ready all original documents and the title deed/deeds with them and Certified copy of the title deed/deeds to be made by the Developer, if necessary for her requirements.

**ARTICLE-XVIII**

**MISCELLANEOUS**

- (a) The Land Owners and the Developer herein entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the developer and the owners but as joint venture between the parties hereto.
- (b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land owners if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land Owners shall be deemed without prejudice to the owners mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.
- (c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the Developer hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.
- (d) Each terms of this agreement shall be the consideration for the other terms.

**ARTICLE-XIX**

**FORCE MAJEURE**

1. Force Majeure is herein defined as :
- (a) Any cause which is beyond the control of the Developer.

(b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.

(c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.

(d) Transportation delay due to force majeure or accidents.

2. The Developer and/or Land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or Land Owners mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners.

#### **ARTICLE-XX**

#### **JURISDICTION**

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

#### **ARTICLE-XXI**

#### **ARBITRATION**

All disputes and differences arising in between the parties to this agreement shall on the First place be referred to unofficial arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly if necessary in accordance with the Indian Arbitration Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

#### **ARTICLE-XXII**

#### **GENERAL CONDITIONS**

(a) All appendices in this agreement are integral parts of this agreement.

(b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

**FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of a plot of Bastu land measuring more or less 3 Cottaha 10 Chittacks 22.5 Sq.ft. together with a brick built two storied pucca residential building measuring 1200 Sq.ft. (Ground floor measuring 600 Sq.ft. and First floor measuring 600 Sq.ft.) standing thereon together with all easements rights appertaining thereto, lying and situated at **Mouza-Sodepur, J.L.No.8**, comprised and contained in C.S.Dag Nos.83 (P) & 476(P), under E.P.No.232, S.P.No.339, corresponding to **R.S. & L.R.Dag No.78/1209**, under **L.R.Khatian No. 669**, within the jurisdiction of Panihati Municipality being **Municipal Holding No.245 of 1No.D.B.Nagar, under Ward No.16**, under P.S.-Khardah, District- North 24 Parganas, which is butted and bounded as under:

<b>ON THE NORTH</b>	:	House of Sri Sujit Bose.
<b>ON THE SOUTH</b>	:	Colony High Drain.
<b>ON THE EAST</b>	:	Municipal Road.
<b>ON THE WEST</b>	:	House of Makhan Lal Sengupta.

**SECOND SCHEDULE ABOVE REFERRED TO :**

**(Specification of work)**

1. Structure & Foundation:- Designed for G+4.  
Reinforced cement concrete beams, columns, slabs etc. within fill up brick walls.
2. External Walls :- 8"/5" thick brick work with 1:6 cement sand mortar and in case of alimira/Alcub that will be 3".
3. Internal Walls :- 5 " /3 " thick brick work with 1:4 cement sand mortar.
4. Plastering :- (a) External 18 mm thick in 1:6 cement sand mortar. (b) Internal 12 mm thick in 1:6 Cement sand mortar to walls.  
(c) Internal 6 mm. thick in 1:6 cement sand mortar to ceiling.

5. Staircase. :- With marbonite with 4 inches skirting fitted with M.S. steel. with ornamental railing.
6. Internal Finish. :- Plaster of Paris on walls and ceiling.
7. External Finish. :- All external wall surfaces will be finished with water proof cement paint over cement plaster to suit the aesthetics of the building to be determined by the architect.
8. Flooring : Bedrooms, Living, Dining, Kitchen, Toilet made with Vitrified tiles, in Toilet Walls-Glazed Tiles on the wall upto 6 ft. height with skirting.
9. Kitchen : Marble cooking platform.  
Stainless steel sink.  
Ceramic tiles upto 3 ft. above the cooking platform.
10. Toilet : Sanitary ware of Parryware or equivalent make. Plumbing provision for Hot/Cold water line. C.P.fitting of ESSCO or equivalent makes.
11. Doors & Windows : All door frames will be 3"x3" sal wood/ equivalent section. All door shutters (except toilet door) will be 1.2' thick flash door, main door will be flash door fitted with locking devices. Windows- Aluminium sliding windows with glass fittings with outer side grill.
12. Water supply : 24 hours supply from deep tube wells. Alternative water supply from under ground reservoir from municipal supply.

13. Electrical point : Each bed room- 2 light points, 1 Fan point, 1 Plug point.
- In Kitchen-1 Light point, 1 Exhaust fan point, 1 Plug point, 1 Chimney point and 1 Acquaguard point.
- In Toilet- 1 Light point, 1 Exhaust fan point, 1 Gyser point.
- In Drawing room- 2 Light points, 2 Fan point, 1 Plug point.
- In Verandah- 1 Light point.
- Besides these one Refrigerator point (5/15 Amps), one Calling bell point in main door will be provided.
- One cable TV and Telephone point in Living/Dining room. Concealed copper wiring in all rooms. Ample necessary electrical points with central MCB.
14. Painting : All doors, frames, shutters, steel surfaces will be painted with enamel paint.
15. Lift : One reputed make lift for 4 persons.
16. Plumbing : All PVC and GI ISI marked pipes and fittings.
17. Common lighting : Necessary illumination in all lobbies, stair case and common areas.

18. Electrical works : Individual meter for each and every flat shall be provide in meter room alongwith one common meter for the common services at ground floor.
19. Roof : Surface will be finished with 1/2" to 3/4" steep concrete and net cement finish.

IN WITNESSES WHEREOF, the Parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF :

1. *Susanta Biswas*  
87/A.B.N.Sasmal Road  
Beninati - KOL-114

*I Indranil Sengupta*

2. *Amal Kumar Dey*  
Subhas Nagar  
Sodepur  
KOL-700110.

Signature of the Land Owner.

**SAI UDYOG**

*Souvik Sanyal*  
Partner

**SAI UDYOG**

*Abhay Saha*  
Partner

**SAI UDYOG**

*Amit Kumar*

Partner  
**SAI UDYOG**

*Sumit Bell*  
Signature of the Developer  
Partner

**RECEIVED** Rs. 1,00,000/- (Rupees one lakh) only from the within named Developer as full and final cash consideration as per following memo :-

**MEMO OF CONSIDERATION**

Pay Court, Currency note 1,00,000/-

I *Jondeasril Sengupta*

Signature of the Land Owner.

**DRAFTED AND PREPARED BY :**

*Debasish Sarkar*

(Sri Debasish Sarkar)

Advocate.

Barrackpore Court.

Enrolment No.W.B.-1028/1983.

**TYPED BY ME**




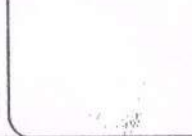






*Srinoy Biswas*

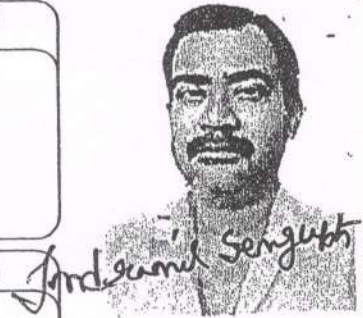
(Sri Subinoy Biswas)

A.D.S.R.O. Barrackpore.











# SPECIMEN FORM FOR TEN FINGER PRINTS

1. NAME : INDRANIL SENGUPTA  
 Signature : Indranil Sengupta

LITTLE	RING	MIDDLE	FOUR	THUM
				
Left Hand				
THUM	FOUR	MIDDLE	RING	LITTLE
				
Right Hand				




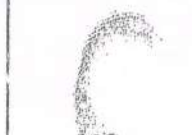








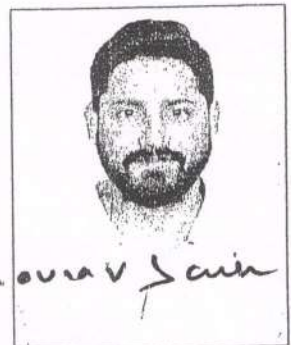
2. NAME : ABHAY SAHA  
 Signature : Abhay Saha

LITTLE	RING	MIDDLE	FOUR	THUM
				
Left Hand				
THUM	FOUR	MIDDLE	RING	LITTLE
				
Right Hand				



3. NAME : SOURAV SARKAR  
 Signature : Sourav Sarkar

LITTLE	RING	MIDDLE	FOUR	THUM
				
Left Hand				
THUM	FOUR	MIDDLE	RING	LITTLE
				
Right Hand				















# SPECIMEN FORM FOR TEN FINGER PRINTS

1. Name ANIL CH: PAUL




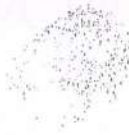








LITTLE	RING	MIDDLE	FORE	THUM
 Left Hand				
THUM	FORE	MIDDLE	RING	LITTLE
 Right Hand				

Signature Anil Ch: Paul

2. Name SMT. JHUMUR PAUL



LITTLE	RING	MIDDLE	FORE	THUM
 Left Hand				
THUM	FORE	MIDDLE	RING	LITTLE
 Right Hand				

Signature Jhumur Paul



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192022230064499211 Payment Mode: Online Payment  
GRN Date: 03/07/2022 23:45:35 Bank/Gateway: HDFC Bank  
BRN : 1837082886 BRN Date: 03/07/2022 23:46:17  
Payment Status: Successful Payment Ref. No: 2001923081/1/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: DEBAJYOTI SARKAR  
Address: BARRACKPORE COURT  
Mobile: 6290483832  
Depositor Status: Advocate  
Query No: 2001923081  
Applicant's Name: Mr D SARKAR  
Identification No: 2001923081/1/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001923081/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2001923081/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	1021
			<b>Total</b>	<b>3042</b>

IN WORDS: THREE THOUSAND FORTY TWO ONLY.

## Major Information of the Deed

Deed No :	I-1524-05988/2022	Date of Registration	07/07/2022
Query No / Year	1524-2001923081/2022	Office where deed is registered	
Query Date	25/06/2022 3:01:41 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	D SARKAR Barrackpore Court,Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, PIN - 700120, Mobile No. : 9831342300, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 30,00,000/-	Rs. 57,45,938/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Deshbandhu Nagar No.1, Mouza: SODEPUR, , Ward No: 16, Holding No:245 JI No: 0, Pin Code : 700110



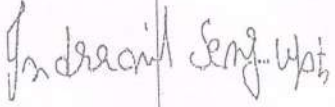
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-78/1209 (RS :-)		Bastu	Bastu	3 Katha 10 Chatak 22.5 Sq Ft	22,00,000/-	49,35,938/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road, ,Last Reference Deed No :1503-I -01027-1991
<b>Grand Total :</b>					6.0328Dec	22,00,000 /-	49,35,938 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	8,00,000/-	8,10,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		1200 sq ft	8,00,000 /-	8,10,000 /-	





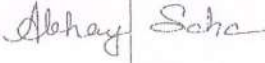
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Indranil Sengupta (Presentant)</b> Son of Late Ranjan Sengupta Executed by: Self, Date of Execution: 07/07/2022 , Admitted by: Self, Date of Admission: 07/07/2022 ,Place : Office	 07/07/2022	 LTI 07/07/2022	 07/07/2022
1 No., D. B. Nagar, D Block, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CKxxxxxx2R, Aadhaar No: 94xxxxxxxx5540, Status :Individual, Executed by: Self, Date of Execution: 07/07/2022 , Admitted by: Self, Date of Admission: 07/07/2022 ,Place : Office				



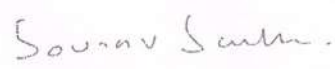





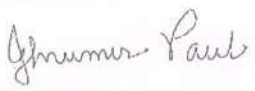
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Sai Udyog</b> West Arunachal, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110 , PAN No.:: aexxxxxx8j,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



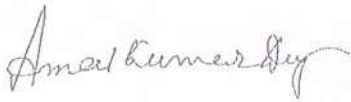
**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Abhay Saha</b> Son of Kamal Saha Date of Execution - 07/07/2022, , Admitted by: Self, Date of Admission: 07/07/2022, Place of Admission of Execution: Office	 Jul 7 2022 1:40PM	 LTI 07/07/2022	 07/07/2022
44/23, Shyamnagar Road, Das Villa, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: nhxxxxxx6a, Aadhaar No: 25xxxxxxxx2415 Status : Representative, Representative of : Sai Udyog (as Partner)				



2	Name	Photo	Finger Print	Signature
	<b>Mr Sourav Sarkar</b> Son of Samir Kumar Sarkar Date of Execution - 07/07/2022, , Admitted by: Self, Date of Admission: 07/07/2022, Place of Admission of Execution: Office			
		Jul 7 2022 1:41PM	LTI 07/07/2022	07/07/2022
Birendra Nath Sashmal Road, Das Colony, City:- Panihati, P.O:- Panihati, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ebxxxxxx5h, Aadhaar No: 25xxxxxxxx4268 Status : Representative, Representative of : Sai Udyog (as Partner)				
3	Name	Photo	Finger Print	Signature
	<b>Mr Anil Chandra Paul</b> Son of Late Umesh Chandra Paul Date of Execution - 07/07/2022, , Admitted by: Self, Date of Admission: 07/07/2022, Place of Admission of Execution: Office			
		Jul 7 2022 1:41PM	LTI 07/07/2022	07/07/2022
West Arunachal, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx9e, Aadhaar No: 76xxxxxxxx4528 Status : Representative, Representative of : Sai Udyog (as Partner)				
4	Name	Photo	Finger Print	Signature
	<b>Mrs Jhumur Paul</b> Wife of Mr Anil Chandra Paul Date of Execution - 07/07/2022, , Admitted by: Self, Date of Admission: 07/07/2022, Place of Admission of Execution: Office			
		Jul 7 2022 1:41PM	LTI 07/07/2022	07/07/2022
West Arunachal, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx9q, Aadhaar No: 77xxxxxxxx6089 Status : Representative, Representative of : Sai Udyog				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Amal Kumar Dey</b> Son of Late P C Dey Subhas Nagar, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110			
	07/07/2022	07/07/2022	07/07/2022
Identifier Of Mr Indranil Sengupta, Mr Abhay Saha, Mr Sourav Sarkar, Mr Anil Chandra Paul, Mrs Jhumur Paul			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Indranil Sengupta	Sai Udyog-6.03281 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Indranil Sengupta	Sai Udyog-1200.00000000 Sq Ft

### Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Deshbandhu Nagar No.1, Mouza: SODEPUR, , Ward No: 16, Holding No:245 JI No: 0, Pin Code : 700110

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 78/1209		Seller is not the recorded Owner as per Applicant.



Endorsement For Deed Number : I - 152405988 / 2022

On 07-07-2022

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.

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

Presented for registration at 12:54 hrs on 07-07-2022, at the Office of the A.D.S.R. SODEPUR by Mr Indranil Sengupta, Executant.

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 57,45,938/-

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

Execution is admitted on 07/07/2022 by Mr Indranil Sengupta, Son of Late Ranjan Sengupta, 1 No., D. B. Nagar, D Block, P.O: Sodepur, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Business

Indetified by Mr Amal Kumar Dey, , , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 07-07-2022 by Mr Abhay Saha, Partner, Sai Udyog (Partnership Firm), West Arunachal, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110

Indetified by Mr Amal Kumar Dey, , , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

Execution is admitted on 07-07-2022 by Mr Sourav Sarkar, Partner, Sai Udyog (Partnership Firm), West Arunachal, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110

Indetified by Mr Amal Kumar Dey, , , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

Execution is admitted on 07-07-2022 by Mr Anil Chandra Paul, Partner, Sai Udyog (Partnership Firm), West Arunachal, City:- Panihati, P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110

Indetified by Mr Amal Kumar Dey, , , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

Execution is admitted on 07-07-2022 by Mrs Jhumur Paul,

Indetified by Mr Amal Kumar Dey, , , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021/- ( B = Rs 1,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/07/2022 11:46PM with Govt. Ref. No: 192022230064499211 on 03-07-2022, Amount Rs: 1,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1837082886 on 03-07-2022, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-  
by online = Rs 2,021/-

**Description of Stamp**

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 4453, Amount: Rs.5,000/-, Date of Purchase: 30/06/2022, Vendor name: SAMIR SAMANTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 03/07/2022 11:46PM with Govt. Ref. No: 192022230064499211 on 03-07-2022, Amount Rs: 2,021/-, Bank:  
HDFC Bank (HDFC0000014), Ref. No. 1837082886 on 03-07-2022, Head of Account 0030-02-103-003-02



**Sumanta Chakraborty**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SODEPUR**  
**North 24-Parganas, West Bengal**





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2022, Page from 211251 to 211285  
being No 152405988 for the year 2022.



Digitally signed by SUMANTA  
CHAKRABORTY  
Date: 2022.07.07 17:22:03 +05:30  
Reason: Digital Signing of Deed.

(Sumanta Chakraborty) 2022/07/07 05:22:03 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
West Bengal.



(This document is digitally signed.)