

2331/2023

2539/2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
12/02/23  
2/359994/23  
22 कोलकाता के लिए  
N-4804681/



AH 281036

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Documents

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata DEVELOPMENT AGREEMENT

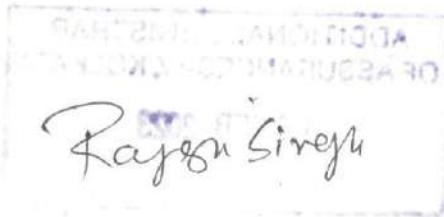
16 FEB 2023

1. Date: 16th February, 2023

2. Place: Kolkata

3. Parties:

Bill son  
Rajen Sireya



21 MAY 2022



SL. NO. 5681 DATE.....  
NAME.....  
ADD.....  
AMT. 1000



*Mousumi Ghosh*  
MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

16 FEB 2023



Additional Registrar of Assurances-IV, Kolkata

*Mousumi Ghosh*

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 FEB 2023





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



192022230296906761

GRN Details

GRN: 192022230296906761 Payment Mode: Online Payment  
GRN Date: 15/02/2023 15:30:39 Bank/Gateway: State Bank of India  
BRN : CKW1748788 BRN Date: 15/02/2023 15:33:37  
GRIPS Payment ID: 150220232029690675 Payment Init. Date: 15/02/2023 15:30:39  
Payment Status: Successful Payment Ref. No: 2000359994/5/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SAHA AND RAY  
Address: 5A AND B, 5TH FLOOR, HASTINGS CHAMBERS 7C KIRAN SHANKAR ROY ROAD, West Bengal, 700001  
Mobile: 8482063816  
EMail: suvojit.sarkar@saharay.com  
Depositor Status: Solicitor firm  
Query No: 2000359994  
Applicant's Name: Mr Saha And Ray  
Identification No: 2000359994/5/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 15/02/2023  
Period To (dd/mm/yyyy): 15/02/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000359994/5/2023	Property Registration-Stamp duty	0030-02-103-003-02	74920
2	2000359994/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>74941</b>

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.



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



192022230298361111

GRN Details

GRN: 192022230298361111 Payment Mode: Online Payment  
GRN Date: 16/02/2023 13:16:10 Bank/Gateway: State Bank of India  
BRN : CKW1827024 BRN Date: 16/02/2023 13:18:47  
GRIPS Payment ID: 160220232029836110 Payment Init. Date: 16/02/2023 13:16:10  
Payment Status: Successful Payment Ref. No: 2000359994/9/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SAHA AND RAY  
Address: 5A AND B, 5TH FLOOR, HASTINGS CHAMBERS 7C KIRAN SHANKAR ROY ROAD, West Bengal, 700001  
Mobile: 8482063816  
EMail: suvojit.sarkar@saharay.com  
Depositor Status: Solicitor firm  
Query No: 2000359994  
Applicant's Name: Mr Saha And Ray  
Address: A.R.A. - IV KOLKATA  
Office Name: A.R.A. - IV KOLKATA  
Identification No: 2000359994/9/2023  
Remarks: Sale, Development Agreement or Construction agreement Payment No 9  
Period From (dd/mm/yyyy): 16/02/2023  
Period To (dd/mm/yyyy): 16/02/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000359994/9/2023	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2000359994/9/2023	Property Registration- Registration Fees	0030-03-104-001-16	11084
			<b>Total</b>	<b>11085</b>

IN WORDS: ELEVEN THOUSAND EIGHTY FIVE ONLY.



- 3.1 **Singh Brothers**, a Partnership Firm, having its Office at 44/1/1, Italgacha Road, Kolkata 700028 , Post Office Italgacha Road, Police Station Dum Dum, District North 24- Parganas [PAN ADHFS3394K] represented by its Partner **Billu Singh**, [PAN AKDPS7520C, Aadhar 304963527991] son of Late Sardara Singh, all by faith Hindu, all by occupation Business, all by Nationality Indian and all previously residing at 456, P.K. Guha Road, Kolkata-700028, Post Office P. K. Guha Road, Police Station Dum Dum, and all presently residing at 44/1, Italgacha Road, Kolkata 700028, Post Office Italgacha Road, Police Station Dum Dum, District North 24 Parganas  
(Owner, includes successors-in-interest)

AND

- 3.2 **Indira Infracon Projects Private Limited**, a Company incorporated under the Companies' Act, 1956, having its registered office at 44/1/1, Italgacha Road, Kolkata 700028 , Post Office Italgacha Road, Police Station Dum Dum, District North 24- Parganas [PAN AACCI5560N] represented by its Director, **Rajesh Singh**, son of Sardara Singh, by faith Hindu, by occupation Business, by Nationality Indian and residing at 44/1/1, Italgacha Road, Kolkata 700028 , Post Office Italgacha Road, Police Station Dum Dum [PAN AKDPS7522A, Aadhar 363607762969]  
(Developer, includes successors-in-interest)



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REGISTRAR GENERAL'S OFFICE  
ADDIS ABABA  
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Owner and Developer, individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Said Property: *Bastu* land measuring 22 (twenty two) *cottah*, 6 (six) *chittack*, more or less, with structures thereon, comprised in R.S. *Dag* No. 413 appertaining to R.S. *Khatian* No. 411, C.S. *Khatian* No. 168, in *Mouza* - Kankuri Village, Holding no. 1195, Municipal Premises No. 114/15, Dakhindari Road, Kolkata 700048, under South Dum Dum Municipality having Permanent *Mokabari* interest therein in *Pargana* - Dihi *Panchanna Gram*, J.L. No. 28, Revenue Survey No. 2 G.D. 1, having *Touzi* No. 1298/2833 within the then 24 Parganas Collectorate Grand Division 2, Sub-Division 2. Police Station previously Dum Dum (now Lake Town). Sub-Registry-Previously Cossipore Dum Dum (now Salt Lake), within District-North 24 Parganas.

5. Background

5.1 Ownership of Mother Property: Late Dharmadas Mitra, since deceased, late Krishna Kamalini Mitra, since deceased and late



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Uma Rani Mitra, since deceased, were the lawful and joint owners of landed properties admeasuring 3 (three) *acre* and 2599 (two thousand five hundred and ninety nine) *satak* comprising in C.S. *Dag* No. 413, C.S. *Khatian* No.27, in *Mouza* Kankuri Village having Permanent *Mokabari* interest therein in *Pargana* - Dihi Panchanna Gram, J.L. No.28, Revenue Survey No.2 G. D. 1, having *Touzi* No.1298/2833 within the then 24 Parganas Collectorate Grand Division 2, Sub Division 2 & Holding no.1298 under the Municipal limits of South Dum Dum Municipality, Police Station previously Dum Dum (now Lake Town) and Sub-Registry Previously Cossipore Dum Dum (now Salt Lake), within District 24 Parganas (**Mother Property**).

5.2 **Demise of Dharmadas Mitra:** Late Dharmadas Mitra, since deceased, died leaving behind his Last Will and Testament since been probated from the Hon'ble High Court at Calcutta from its Testamentary and Intestate jurisdiction in or about 27<sup>th</sup> March 1927 (**Said Probate**).

5.3 **Absolute Ownership of Krishna Kamalini Mitra & Uma Rani Mitra:** In terms of the Said Probate, late Krishna Kamalini Mitra, since deceased and late Uma Rani Mitra, since deceased, became the Owner of the undivided 1/3<sup>rd</sup> (one third) share of late Dharmadas Mitra in the Mother Property and consequently the said late Krishna Kamalini Mitra, since



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deceased and late Uma Rani Mitra, since deceased, became the absolute Owner of the Mother Property, jointly and equally.

- 5.4 **Ownership Of Said Property:** One Kusum Rani Malakar, became the lawful owner of the Said Property, out of the Mother Property, by virtue of a *Saaf Bikroy Kpbala*, being deed of sale made in Bengali language dated 6<sup>th</sup> May 1958, registered in the Office of the Sub Registrar, Cossipore Dum Dum and recorded in Book No.1. Volume No.56, Pages 75 to 77 Being No.3346 for the year 1958, free from encumbrances.
- 5.5 **Ownership Of Amullya Kumar Bose:** By a virtue of a *Saaf Bikroy Kpbala*, being deed of sale made in Bengali language dated 6<sup>th</sup> May 1958, made between the said Kusum Rani Malakar, the vendor therein of the first part, one Nabadwip Chandra Das, the confirming party therein of the second part and Amullya Kumar Bose, the purchaser therein of the third part, the said Kusum Rani Malakar sold the Said Property to the said Amullya Kumar Bose, free from encumbrances, which was registered in the Office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No.136, Pages 29 to 36 Being No.9452 for the year 1960.
- 5.6 **Demise Of Amullya Kumar Bose:** The said Amullya Kumar Bose, died intestate on 16th August, 1989, leaving behind him,





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his legal heirs namely, Mira Bose, Alope Bose, Ashoke Bose, Ajoy Bose, Prity Saha, Jayati Sarkar and Achintya Bose, who became the lawful owners of the Said Property, in accordance with the principles of inheritance under *Dayabhaga* school of Hindu Law.

5.7 **Claims And Disputes:** The Said Property in due course became the subject matter of several litigations involving titular and possessory claims of Jagadish Prasad Sugandh and Ram Prasad Kulthia, which got finally settled when the said Mira Bose, Alope Bose, Ashoke Bose, Ajoy Bose, Prity Saha, Jayati Sarkar and Achintya Bose, as Plaintiffs And the said Jagadish Prasad Sugandh and Ram Prasad Kulthia as Defendants, compromised and filed necessary applications for compromise in the Court of the 2<sup>nd</sup> Civil Judge, Senior Division, Barasat North 24 Parganas which was disposed off by a Final Judgement and Decree passed on 31<sup>st</sup> May, 2019, upon compromise.

5.8 **Absolute Ownership Of the Said Property:** By a virtue of a Deed of Conveyance dated 13<sup>th</sup> September, 2019, made between the said Mira Bose, Alope Bose, Ashoke Bose, Ajoy Bose, Prity Saha, Jayati Sarkar and Achintya Bose, Jagadish Prasad Sugandh and Ram Prasad Kulthia, the vendors therein of one part, and M/s Singh Brothers, the purchaser therein of



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second part, the vendors therein sold the Said Property to the Owner, free from encumbrances, which was registered in the Office of the Additional Registrar Of Assurances III, Kolkata and recorded in Book No. 1, Volume No. 1903 - 2019, Pages 210395 to 210507, Being deed No. 190304971 for the year 2019.

## 6. Representations and Warranties

6.1 **Owner's Representations:** The Owner has represented and warranted to the Developer that (1) the right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens* (2) the Owner shall ensure that the Owner's title to the Said Property continues to remain marketable and free from all encumbrances till completion of development (3) the Owner has not entered into any agreement for sale or lease or sub-lease or transfer or development of the Said Property with any person or entity (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owner has full right, power and authority to enter into this Agreement and (6) the Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.



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- 6.2 **Developer's Representations:** The Developer has represented and warranted to the Owner that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 6.3 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owner has agreed to grant to the Developer, development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new residential buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the building plan No. 389 dated 14.7.2021 sanctioned by the South Dum Dum Municipality (**Sanctioned Plan**, which includes all sanctioned/missible modifications to be made thereto by the Developer, from time to time) from the concerned sanctioning authorities (collectively **Planning Authorities**).





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6.4 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

## 7. Appointment and Commencement

7.1 **Appointment:** The Owner hereby appoints the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

## 8. Sanction and Construction

8.1 **Architect and Consultants:** The Owner confirms that the Owner have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.



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- 8.2 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, construct, erect and complete the New Buildings in accordance with the Sanctioned Plan within December 2027 from the date of Sanctioned Plan, subject to extension by mutual consent.
- 8.3 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotation, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.4 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 8.5 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operation that may be necessary for successful completion of the Project.

Bill's firm

Rajendra Singh



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**9. Possession**

9.1 **Possession of Said Property:** At or before the execution of this Agreement, the Owner have delivered vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.

**10. Powers and Authorities**

10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its nominees to execute necessary Power of Attorney (1) for the purpose of getting the Plan revalidated/modified/altereD/extended to construct the new building/s at the said property, to apply for sanction of the said building plan and all consents, No Objection Certificates, permissions etc. that may be required from various Planning Authorities and from different authorities in connection with construction of the New Buildings and (2) to represent the Owner before the Authorities of South Dum Dum Municipality Corporation and other departments and Authorities for obtaining sanction of the said Building Plan and to sign and verify all applications, affidavits, statements and other papers and documents that may be required for the said purpose and to execute all the legal agreements for sale, of the flats and



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spaces in the New Buildings (collectively **Units**) to prospective purchasers (collectively **Intending Purchasers**).

10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, Plan etc. for enabling the Developer to perform all obligations under this Agreement.

## 11. Allocation

11.1 **Owner's Allocation:** In consideration of the Owner granting development right of the Said Property to the Developer in the manner mentioned herein, the Owner shall be entitled to 30% (thirty percent) of the proceeds from sale of units and parking in the Project.

11.2 **Developer's Allocation:** In consideration of the Owner granting development right of the Said Property to the Developer in the manner mentioned herein, the Developer shall be entitled to 70% (seventy percent) of the proceeds from sale of units and parking in the Project.

11.3 **Security Deposit:** The Developer shall deposit with the Owner an interest free refundable sum of Rs. 11,00,000/- (Rupees: Eleven Lakh only). The security deposit shall be refundable by



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the Owner to the Developer upon completion of construction or in any other manner as may be mutually agreed between the Parties.

## **12. Obligations of Developer**

**12.1 Compliance with Laws:** The development shall commence as per the Sanctioned Plan, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers/Transferees for any loss or for any claim arising from such development and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

**12.2 Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.



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12.3 **Satisfaction with Title:** The Developer declares that the Developer has entered into this agreement after having independently carried out investigation of the title, as per the documents supplied by the Owner and representations made in connection thereof in respect of the Said Property through the lawyers appointed by the Developer, And after having completely satisfied with the title of the Owner, the Developer has agreed to develop the Said Property by demolishing the existing structures and constructing thereon buildings as are more particularly recorded in the terms and conditions reduced into writing as hereunder as a joint venture.

12.4 **Cost of Development:** The Developer shall bear all costs, charges and expenses for development of the project upon the Said Property including laying of drainage, cables, water pipes and other connections and lightening of roads and other items as per the terms and conditions that may be imposed by the South Dum Dum Municipality while sanctioning the lay out schemes and the said plans and for other items of works as may be required to be carried out at the Said Property for construction of buildings and structures thereon. All finances for the completion of the said item of works shall be provided for and borne and paid for by the Developer alone and while arranging the same shall be entitled to the Developer's



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Allocation. The Owner will render all assistance and co-operation required by the developer from time to time to carry out the development work in respect of the said property and construction and completion of building and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising therefrom, provided that the Owner, shall not be liable to incur any financial obligations in that behalf. The developer is entitled to put transformer and electric room as required by the C.E.S.C.

**12.5 Statutory Permissions:** The Developer shall obtain all permissions, No objection Certificates and approvals which are required to develop the Said Property from the related statutory authorities which include Municipal Corporation, the competent authority under Urban Land Ceiling and any other authorities, in the name of the Owner. All costs, charges and expenses for obtaining sanction from the concerned authorities, departments shall be borne and paid by the Developer.

### **13. Obligations of Owner**

**13.1 Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.



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- 13.2 **Act in Good Faith:** The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 13.3 **Documentation and Information:** The Owner undertakes to provide the Developer with any and all documents and information relating to the Said Property as may be required by the Developer from time to time.
- 13.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning, and/or disposing of any portion of the property by executing sale/lease agreement in the manner as provided under this Agreement.
- 13.5 **No Obstruction in Construction:** The Owner hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 13.6 **No Dealing with Said Property:** The Owner hereby covenants not to let out, grant lease, mortgage, charge and/or transfer the



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Said Property or any portions thereof, without the express consent and confirmation of the Developer.

- 13.7 Execution of Agreements And Conveyances:** The Owner hereby covenants that the Owner, at the request of the Developer, shall execute and register Agreements, and Conveyances and any other documents required with regard to transfer of Units in the New Buildings in favour of the Intending Purchasers/Transferees and the Owner shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers/Transferees.
- 13.8 No Objection to the Developer and/or the Intending Purchasers/Transferees in Obtaining Loan by Mortgaging the Said Property/Units:** The Owner hereby covenants that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof (2) the Intending Purchasers/Transferees shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property and (3) the Owner shall also grant consent for creation of charge/mortgage by the Developer or its nominee in respect of spaces/Units forming part of Developer's Allocation.



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- 13.9 **Signing of applications:** The Owner shall at the request and cost of the Developer sign all applications, representations, petitions, affidavits, plans and such other documents as may be legally required from time to time for the purpose of submission thereof to the South Dum Dum Municipality or any other Government or statutory authority for the purpose of obtaining the necessary No Objection Certificates, permissions for all or any of the said authorities in connections with the commencement and completion of the project.
14. **Miscellaneous**
- 14.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 14.3 **Essence of the Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 14.4 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of





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the terms and conditions set out herein, including this Agreement.

- 14.5 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- 14.6 **No Partnership:** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 14.7 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 14.8 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such acts,



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deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

**14.9 Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

**14.10 Name of Project:** The name of the Project shall be decided by the Developer.

**14.11 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.

**14.12 Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.



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**15. Defaults**

15.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

**16. Force Majeure**

16.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.



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16.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits pursuant to this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

## 17 Severance

17.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be



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affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**17.2 Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

**17.3 Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

## **18. Reservation of Rights**

**18.1 Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.





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18.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

## 19. Notice

19.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Directors of the Owner.

## 20. Arbitration

20.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To



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GOVT. OF KARNATAKA  
16 FEB 2023

this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

**20.2 Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 2013.

**20.3 Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:

**20.3.1 Appointment by Owner:** 1 (one) Arbitrator to be appointed by the Owner.

**20.3.2 Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.



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MADHYA PRADESH  
16 FEB 2023



**20.3.3 Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

**20.4 Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

**20.4.1 Place:** The place of arbitration shall be Kolkata only.

**20.4.2 Language:** The language of the arbitration shall be English.

**20.4.3 Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

**20.4.4 Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 2013 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

**20.4.5 Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.



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OF COMPANIES - IV, KOLKATA  
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**21. Jurisdiction**

21.1 **District Judge:** In connection with the aforesaid arbitration proceedings, only the District Judge of the district in which the Said Property is situated shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.



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ADDITIONAL REGISTRAR  
OF ASSURANCE-IV, KOLKATA  
16 FEB 2023

**Schedule**  
**(Said Property)**

*Bastu* land measuring 22 (twenty two) *cottah*, 6 (six) *chittack*, more or less, with structures thereon, comprised in R.S. Dag No. 413 appertaining to R.S. *Khatian* No. 411, R.S. *Dag* No. 416 appertaining to R.S. *Khatian* No. 411, C.S. *Khatian* No. 168, in Mouza - Kankuri Village, Holding no. 1195, Municipal Premises No. 114/15, Dakhindari Road, Kolkata 700048, under South Dum Dum Municipality having Permanent *Mokabari* interest therein in *Pargana - Dihi Panchanna Gram*, J.L. No. 28, Revenue Survey No. 2 G.D. 1, having *Touzi* No. 1298/2833 within the then 24 Parganas Collectorate Grand Division 2, Sub-Division 2. Police Station previously Dum Dum (now Lake Town). Sub-Registry- Previously Cossipore Dum Dum (now Salt Lake), within District-North 24 Parganas, duly butted and bounded as follows:

- On the North** : By Dakhindari Road  
**On the East** : By Premises No. 1, Golaghata Road  
**On the South** : By Golaghata Road  
**On the West** : By Dakhindari Road





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ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 FEB 2023

22. Execution and Delivery

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Singh Brothers

SINGH BROTHERS

Billu Singh

PARTNER

represented by its Partner

Billu Singh

[Owner]

Indira Infracon Projects Private Limited

Indira Infracon Projects Pvt. Ltd.

Rajesh Singh  
Director

represented by its Director

Rajesh Singh

[Developer]

Drafted by: Sakshi Jha

F/1039/1375/2022

Advocate of High Court, at Calcutta

Witnesses:

Signature Sakshi Jha

Name Sakshi Jha

Father's Name S. Jha

Address 7C, K.S. Roy

Road, Kol-01

Signature Rajesh Singh

Name Rajesh Singh

Father's Name H. S. S. K.

Address 7C, K.S. Roy

Kol-01



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ADDITIONAL REGISTRAR  
OF ASSURANCES - NEG-IV, KOLKATA  
16 FEB 2023

### Memo of Consideration towards Security Deposit

Received from the within mentioned Developer the within mentioned sum of Rs. 11,00,000/- (Rupees Eleven Lac Only) refundable security deposit in the manner following:

Sl. No.	Mode of Payment	Date of Payment	Amount (Rs.)
1.	Cheque No. 560728	14.02.2023	11,00,000/-
Total:			11,00,000/-

Singh Brothers

**SINGH BROTHERS**

*Billu Singh*

PARTNER

represented by its Partner

**Billu Singh**

[Owner]

Witnesses:

Signature *[Signature]*

Name Sanku The

Signature *[Signature]*

Name Gurjit Singh



✓

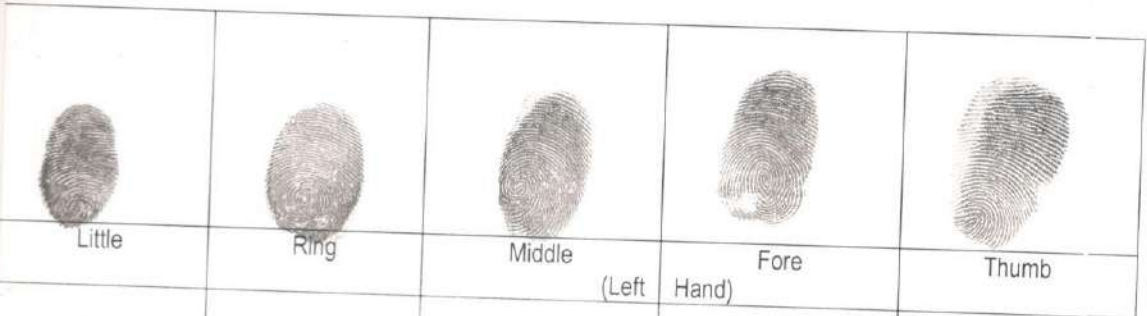
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 FEB 2023

# SPECIMEN FORM TEN FINGER PRINTS

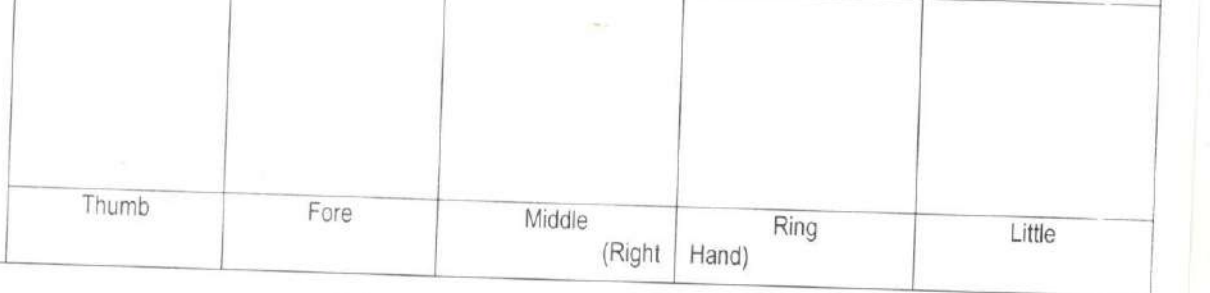
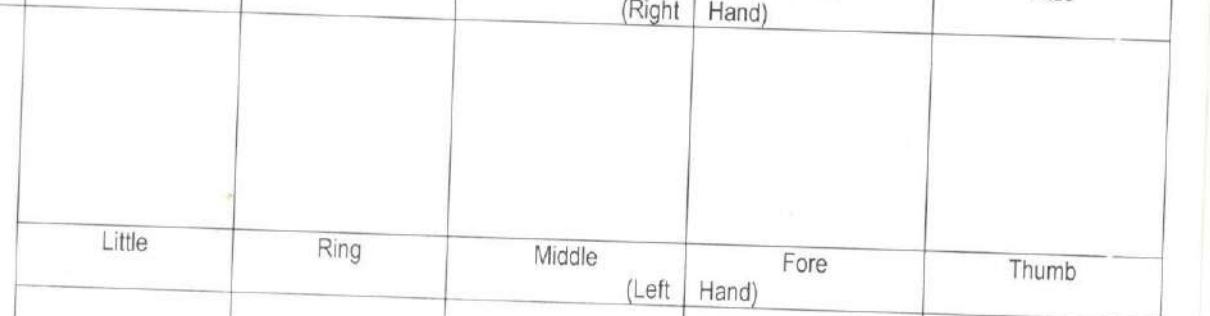
Sl. No. Signature of the executants and/or purchaser



*Bill sim*



*Resnu Singh*







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ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
16 FEB 2023

## Major Information of the Deed

Deed No :	I-1904-02539/2023	Date of Registration	16/02/2023
Query No / Year	1904-2000359994/2023	Office where deed is registered	
Query Date	09/02/2023 6:22:42 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Saha And Ray 7C, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003630583, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 11,00,000/-]		
Set Forth value	Market Value		
	Rs. 4,80,49,671/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 11,105/- (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:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road.(sadhana to canal), Mouza: Kankuri, Premises No: 114/15, , Ward No: 34, Holding No:1195 JI No: 28, Pin Code : 700048

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-413 (RS :-)	LR-411	Bastu	Bastu	22 Katha 6 Chatak		4,80,49,671/-	Property is on Road
<b>Grand Total :</b>					<b>36.9188Dec</b>	<b>0 /-</b>	<b>480,49,671 /-</b>	







### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Singh Brothers</b> 44/1/1, Italgacha Road, City:- Not Specified, P.O:- Italgacha Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.:: ADxxxxxx4K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Indira Infracon Projects Private Limited</b>                      44/1/1, Italgacha Road, City:- Not Specified, P.O:- Italgacha Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.:: aaxxxxxx0n,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<p><b>Billu Singh</b>                      Son of Late Sardara Singh                      Date of Execution - 16/02/2023, , Admitted by: Self, Date of Admission: 16/02/2023, Place of Admission of Execution: Office</p>	 Feb 16 2023 12:42PM	 LTI 16/02/2023	 16/02/2023
	456, P.K. Guha Road, City:- Not Specified, P.O:- P K Guha Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0C, Aadhaar No: 30xxxxxxxx7991 Status : Representative, Representative of : Singh Brothers (as Partner)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<p><b>Rajesh Singh (Presentant )</b>                      Son of Late Sardara Singh                      Date of Execution - 16/02/2023, , Admitted by: Self, Date of Admission: 16/02/2023, Place of Admission of Execution: Office</p>	 Feb 16 2023 12:43PM	 LTI 16/02/2023	 16/02/2023
	456, P.K. Guha Road, City:- Not Specified, P.O:- P K Guha Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx2A, Aadhaar No: 36xxxxxxxx2969 Status : Representative, Representative of : Indira Infracon Projects Private Limited (as Director)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Swapan Kar</b>                      Son of R N Kar                      96/1 Rajdanga School Road, City:- Not Specified, P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107</p>	 16/02/2023	 16/02/2023	 16/02/2023
Identifier Of Billu Singh, , Rajesh Singh			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Singh Brothers	Indira Infracon Projects Private Limited-36.9188 Dec

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road.(sadhana to canal), Mouza: Kankuri, Premises No: 114/15, , Ward No: 34, Holding No:1195 JI No: 28, Pin Code : 700048

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 413, LR Khatian No:- 411		Seller is not the recorded Owner as per Applicant.

On 16-02-2023

**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 12:02 hrs on 16-02-2023, at the Office of the A.R.A. - IV KOLKATA by Rajesh Singh .

**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 4,80,49,671/-

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

Execution is admitted on 16-02-2023 by Billu Singh, Partner, Singh Brothers (Partnership Firm), 44/1/1, Italgacha Road, City:- Not Specified, P.O:- Italgacha Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Indetified by Swapan Kar, , Son of R N Kar, 96/1 Rajdanga School Road, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Service

Execution is admitted on 16-02-2023 by Rajesh Singh, Director, Indira Infracon Projects Private Limited (Private Limited Company), 44/1/1, Italgacha Road, City:- Not Specified, P.O:- Italgacha Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Indetified by Swapan Kar, , Son of R N Kar, 96/1 Rajdanga School Road, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 11,105.00/- ( B = Rs 11,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 11,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/02/2023 3:33PM with Govt. Ref. No: 192022230296906761 on 15-02-2023, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKW1748788 on 15-02-2023, Head of Account 0030-03-104-001-16 Online on 16/02/2023 1:18PM with Govt. Ref. No: 192022230298361111 on 16-02-2023, Amount Rs: 11,084/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKW1827024 on 16-02-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5681, Amount: Rs.100.00/-, Date of Purchase: 21/05/2022, Vendor name: M GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/02/2023 3:33PM with Govt. Ref. No: 192022230296906761 on 15-02-2023, Amount Rs: 74,920/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKW1748788 on 15-02-2023, Head of Account 0030-02-103-003-02 Online on 16/02/2023 1:18PM with Govt. Ref. No: 192022230298361111 on 16-02-2023, Amount Rs: 1/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKW1827024 on 16-02-2023, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 151346 to 151386  
being No 190402539 for the year 2023.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.02.21 13:15:15 +05:30  
Reason: Digital Signing of Deed.

*mm*  
(Mohul Mukhopadhyay) 2023/02/21 01:15:15 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)