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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 333465

24.11.23

Registrar, Malda
U/s 7(2) of the Registration Act.

24 NOV 2023

Mousumi Samkar
Uday Kumar Saha

S & S DEVELOPER
Partner

S & S DEVELOPER
Partner

8-2886896/23

Development Agreement or Construction Agreement

THIS DEED OF AGREEMENT is made this the 24th day of November Two thousand and twenty three.

BETWEEN

Drafted by
Bijay Chandra
Advocate

Sl. No. 963
Name S S S Developers
Address B. S. Road
P.S. EB Dist. Malde



Sadar Office, Malde
Signature

Manoranjan Poddar

MANORANJAN PODDAR
Sadar Office, Malde
License No. 73 Code No. 13

24/11/2023

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Mousumi Sarkar

Uday Kumar Seth

S & S DEVELOPER

Uday
Partner

S & S DEVELOPER

Sagnik Sarkar
Partner

1) **MOUSUMI SARKAR**, PAN-ARRPS3852N, AADHAR-2585 3395 9821, Wife of Gopal Chandra Sarkar, by Profession-Business, resident of Krishnapally, P.S. English Bazar, P.O. & Dist. Malda, 2) **UDAY KUMAR SETH**, PAN-AZWPS5116J, AADHAR-3643 1234 0036, S/o. Late Baidya Nath Seth, Profession-Business, residing at SNEHALATA APARTMETN, Flat No. SA/D-1, 2/2 B.S. ROAD, P.S. – English Bazaar, P.O. & Dist – Malda, Pin-732101, both by Caste-Hindu, both by Nationality-Indian, hereinafter called the “OWNERS” (which expression shall unless, exclude by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

‘S & S DEVELOPER’, PAN-AEYFS0949G, a partnership firm whose constituent partners executed a deed of partnership deed dated 30.01.2023 notarized on 07/02/2023 bearing Regd. Sl. no. 1323 of 01/23, having it’s office at Room No. 1, SNEHALATA APARTMETN, 2/2 B.S. ROAD, P.S. – English Bazaar, P.O. & Dist – Malda, Pin-732101 represented by 1) **UDAY KUMAR SETH** PAN-AZWPS5116J, AADHAR-3643 1234 0036S/o. Late Baidya Nath Seth, residing at SNEHALATA APARTMETN, Flat No. SA/D-1, 2/2 B.S. ROAD, P.S. – English Bazaar, P.O. & Dist – Malda, Pin-732101, 2) **SAGNIK SARKAR**, PAN-GMUPS1900M, AADHAR-6799 7904 7136, S/o. Gopal Chandra Sarkar, both by Caste-Hindu, by Profession-Business, both Citizen of India, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include the heirs and / or respective heirs, executors, administrators, legal representatives and assignees) of the **SECOND PART..**

WHEREAS unless in presents there is something in the subject or context repugnant to or inconsistent therewith :-

- B*
- A. **ARCHITECT / ENGINEER / L.B.S.** shall mean the authorized and registered person who may be appointed by the DEVELOPER for planning and supervising of the multistoried building to be constructed in the said property.
- B. **BUILDING** shall mean the proposed multistoried building to be constructed as per plan to be sanctioned by the English Bazar Municipality on the said property and shall include the parking, ping and other spaces intended or meant for the enjoyment of the building.



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- C. **BUILDING PLAN** shall mean such plan or plans to be prepared by the Architect / Engineer / L.B.S. for the construction of the building for sanction thereof and to be sanctioned by the English Bazar Municipality and shall include any amendment or modification thereof made or caused to be made by the DEVELOPER.
- D. **BUILT UP AREA** shall mean and include the covered space of Flat / Unit of the said building.
- E. **COMMENCEMENT** : This agreement shall be deemed to have come into effect on and from the date first above written, i.e. 24th November.
- F. **COMMON EXPENSES** shall mean and include the proportionate expenses in respect of maintenance etc. of the common areas, common parts and common facilities.
- G. **COMMON FACILITIES** shall include corridor, walls, ways, stair case, passage, , pump, septic tank, sewerage system, water pump/ motor, roof/ terrace, parapet walls etc. and other facilities which may be mutually agreed upon between the parties for enjoyment, maintenance and / or management of the building.
- H. **THE CO-OWNER** shall according to the context mean all persons who will own Flats / Units in the building including the OWNERS.
- I. **DEVELOPER** shall mean said S & S DEVELOPER and its representatives and assigns.
- J. **DEVELOPER'S ALLOCATION** shall mean entire Constructed area of the new/ proposed building except OWNER'S allocation.
- K. **DOCUMENTS** shall mean, R.O.R., title deeds, link deeds, Tax Receipts and other related papers, documents in connection with its title.
- L. **SPACE** shall mean the covered space consisting of Rooms and all fittings and fixtures therein together with undivided proportionate share or interest in the land comprising the premises together with common rights, facilities and amenities.
- M. **FORCE MAJURE** shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, lock down and / or any other act or omission beyond the control of the party/parties affected thereby.



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N. OWNERS shall mean 1 & 2 of the first part.

The First Party include decides themselves, their respective, legal heir/s, successor/s, legal representative/s, Administrative/s, executor /s, nominee/s and assignee/s.

O. OWNERS ALLOCATION shall mean:-

i) 2(two) flat measuring 1000 (one thousand) sq.ft. (Approx) each including 20% common area on 4th floor, one for Mousumi Sarkar and another for Uday Kumar Seth.

ii) And total cash of Rs. 1,60,00,000 /- (one crore sixty lakhs) i.e. 80,00,000 (eighty lakh) each and out of 1,60,00,000/- (one crore sixty lakhs), RS. 10, 00,000/- (ten lakh) will be paid to Mousumi Sarkar and RS. 10, 00,000/- (ten lakh) will be paid to Uday Seth at the time of execution of this Development Agreement and rest amount i.e. 1,40,00,00 (one crore forty lakh) i.e. 17,50,000/- (seventeen lakh fifty thousand only) each will be paid by 4 (four) installments and out of 4 installments, 1st installment @ amounting to Rs.35,00,000/- (Rupees Thirty five Lakhs) i.e. 17,50,000/- (seventeen lakh fifty thousand only) each will be paid within six months from the dated of execution of this Deed of Development Agreement. 2nd installment @ amounting to Rs.35,00,000/- (Rupees Thirty five Lakhs) i.e. 17,50,000/- (seventeen lakh fifty thousand only) each will be paid within six months from the dated of 1st installment. 3rd installment amounting to Rs.35,00,000/- (Rupees Thirty five Lakhs) i.e. 17,50,000/- (seventeen lakh fifty thousand only) each will be paid within six months from the dated of 2nd installment and the last installment amounting to Rs.35,00,000/- (Rupees Thirty five Lakhs) i.e. 17,50,000/- (seventeen lakh fifty thousand only) each will be paid at time of Delivery of Flats and the Flats will be delivered within 24 (twenty four) months from the date of Sanctioned building Plan.

P. PREMISES shall mean the said Mouza- Pirojpur, J.L. No. 69, Khatian No.- R.S. 780, L.R. 9073, 16128, Plot No. R.S.-689, L.R.-5443, 5442, Class-Bastu, Total Area-13.12 decimal, Dist. Malda, more fully particularly described in the Schedule 'A' & Schedule 'B' hereunder written.

Q. PURCHASER shall mean and include the person or persons who intend to purchase flat/Units in the proposed multistoried building.



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Uday Kumar Sarkar

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Uday
Partner

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Mousumi Sarkar
Partner

- R. SALEABLE SPACE shall mean the space in the new building available for independent use and occupation after making due provision for common facilities and the space required therefore.
- S. SUPER BUILT-UP AREA shall mean and include the covered space /built up area of flat/unit together with undivided proportionate share or interest in the land and common facilities.
- T. TITLE DEEDS
About owners Title Deeds.
- U. TRANSFER with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in a multistoried building to purchaser thereof although the same may not amount to a transfer in law.
- V. TRANSFEREE shall mean a person to whom any space/unit in the said multistoried building has been/ shall be transferred.
- W. MASCULINE GENDER shall include feminine gender and vice versa.
- X. SINGULAR NUMBER shall include plural number and vice versa.

WHEREAS the homestead land in the schedule 'A' below of Mouza-Pirojpur, J.L. No. 69 (sixty nine), Khatian No.- R.S. 780 (seven hundred eighty), L.R. 9073 (nine thousand seventy three), Plot No. R.S.-689 (six hundred eighty nine), L.R.-5443 (five thousand four hundred forty three), Class-Bastu, Total Area-6.62 (six point six two) decimal, Dist. Malda, was previously belonged to 1) Dipali Banerjee, W/o Soumen Banerjee and 2) Sonali Banerjee, W/o Amalendu Banerjee, during possession of the property 1) Dipali Banerjee and 2) Sonali Banerjee jointly sold 6.806 decimal of land to 1) Sekhar Maitra, S/o Late Debesh Chandra Maitra, 2) Sukumar Mandal, S/o Late Trilochon Mandal and 3) Debasish Maitra, S/o Late Biresh Chandra Maitra, by dint of Registered Deed of Sale bearing Deed No. 6404 dated 30/09/2009, registered at D.S.R. Sadar at Malda.

THEREAFTER, 1) Sekhar Maitra, 2) Sukumar Maitra, 3) Debasish Maitra jointly sold the same to Mousumi Sarkar, W/o Gopal Chandra Sarkar i.e. the Land Lord No. 1 by two registered Deed of Sale bearing Deed No. 11245 dated 26/10/2010 and 11364 dated 28/10/2010, both registered at D.S.R. Malda and L.R. Record of



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Uday Kumar Seth

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Seth
Partner

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Sagnik Sarkar
Partner

Rights duly been prepared in the name of Mousumi Sarkar bearing L.R.R.O.R. No. 9073.

Similarly the homestead land in the schedule 'B' below of Mouza- Pirojpur, J.L. No. 69 (sixty nine), Khatian No.- R.S. 780 (seven hundred eighty), L.R. 16128 (one lakh six thousand one hundred twenty eight), Plot No. C.S.-689 (six hundred eighty nine), L.R.-5443 (five thousand four hundred forty three), 5442 (five thousand four hundred forty two), Class-Bastu, Total Area- 6.50 (six point five zero) decimal, Dist. Malda, was previously belonged to Sudhir Kumar Lahiri, which he acquired right, title and interest from the Governor of the State of West Bengal. During possession of the property Sudhir Kumar Lahiri sold his total land i.e. 6.50 dec. to Rajarshi Chakraborty, Son of Dharendra Nath Chakraborty by dint of Registered Deed of Sale bearing Deed No. 11238 dated 24/11/1982, registered at D.S.R. Malda.

While Rajarshi Chakraborty is in possession, he died leaving behind his wife namely Madhumita Chakraborty and one son namely Ratul Chakraborty as his legal heirs and L.R. Record of Rights duly been prepared in their name bearing L.R.R.O.R. No. 5400/1 & 5400/2.

Thereafter Madhumita Chakraborty and Ratul Chakraborty executed a Registered Deed of Agreement of Sale in favour of Uday Kumar Seth, son of Late Baidya Nath Seth bearing Deed No. 12959 dated 26/07/2022, registered at D.S.R. Malda and Subsequently they also executed a Registered Deed of Sale in favour of Uday Kumar Seth, son of Late Baidya Nath Seth bearing Deed No. 3035 dated 28/02/2023, registered at D.S.R. Malda L.R. Record of Rights duly been prepared in the name of Uday Kumar Seth bearing L.R.R.O.R. No. 16128.

AND WHEREAS the OWNERS of the First party have represented that they are the sole, absolute and exclusive OWNERS, in possession of their property in the above mentioned land.

AND WHEREAS in order to make proper use and commercial gain out of and from the said property the land OWNERS i.e. First Part made out a scheme for a multistoried project (B+G+6) but due to lack of expertise and paucity of sufficient fund to undertake and complete the said project decided to engage, appoint and entrust the said development work to a capable and reputed DEVELOPER who could skillfully raise and complete the said proposed multi storied building as its costs and responsibilities and having so decision, The owners offered the



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Mousumi Samkar

Uday Kumar Seth

S & S DEVELOPER
Partner

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DEVELOPER to undertake the said project the DEVELOPER agreed to take up the said project and upon such agreement the parties hereto entered into this registered Development Agreement under mutual terms and conditions hereinafter appearing.

NOW, THEREFORE, THESE PRESENTS WITNESSETH and the parties hereby agreed as follows:-

1. This agreement shall be deemed to have commenced with effect from this day i.e. 24th November, 2023 and shall be effected till completion of sale, transfer in favour of the intending purchaser of the developers allocated spaces of the said multistoried building.

2. The OWNERS are jointly seized and possessed of or otherwise well and sufficiently entitled to all that the land and parcel of land containing by estimation an area of 13.12 decimal be the same a little more or less lying and situate at and being Premises No.82/2016 & 131/80/114 Mouza-Pirojpur, P.S.-English Bazar, P.O. & Dist. Malda, more fully and particularly mentioned and declared in Schedule 'A' & 'B' hereunder written and hereinafter for sake of brevity referred to as the "SAID PROPERTY" and that the said property is free from all encumbrances, charges, liens, attachments, trust, mortgages and other defects in title and the said property is not subject to any order of compulsory acquisition or requisition whatsoever from any corner and/or any law for the time being in force. The DEVELOPER has entered into this Agreement replying on the aforesaid representation and/or assurances of the OWNERS and is acting on good faith thereof.

3. i. The OWNER declares that they are entitled to enter into this agreement with the DEVELOPER and they have full right and absolute authority to sign and execute the same.

ii. That the OWNERS have not agreed committed or contracted or entered into any agreement for sale or lease or Development of the said property or any part thereof with any person or persons other than the DEVELOPER and that they



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Mousumi Somkar
Uday Kumar Seth

S & S DEVELOPER
Jeta
Partner

S & S DEVELOPER
Rajiv Somkar
Partner

have not created any mortgage, charge or any other encumbrances on the said property as mentioned herein.

iii. That the OWNERS have not done any act, deed, matter or thing whereby or by reasons whereof, the Development of the said property may be prevented or affected in any manner whatsoever. If however, any litigation is found to exit in respect of the said property then the OWNERS will pay to the DEVELOPER all expenses incurred by the DEVELOPER with interest thereupon.

4. The OWNERS and the DEVELOPER have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership in between the parties and/or an association of persons.

5. That in pursuance of the aforesaid intention the OWNERS hereby grant, subject to what have been hereunder provided, exclusive right to the DEVELOPER to enter into the said property and to promote/ develop and construct a multistoried building (B+G+6) thereon consisting of several Spaces/units, and garage spaces in accordance with the proposed building plan to be sanctioned by the English Bazar Municipality with or without such amendment and/or modification that may be advised by the Architect/ Engineer and thereafter sell the Spaces, units and spaces etc. of the DEVELOPER'S allocation to the prospective purchaser/s and appropriate the sale proceeds.

6. Upon taking over the possession of the said property, the DEVELOPER shall measure and survey the said property and prepare or cause to be prepared feasible building plans, Specifications, sections, elevations of the said property and shall cause to be submitted the said building plans, etc. to the English Bazar Municipality and get the same approved and sanctioned.

7. All applications, plans, revised plan, mutation and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted



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Mousumi Sarma

Uday Kumar Seth

S & S DEVELOPER

Partner

S & S DEVELOPER

Partner

by the DEVELOPER on behalf of the OWNERS and the DEVELOPER'S own costs and expenses and the DEVELOPER shall pay and bear all fees including Architects/Engineers/L.B.S.'s fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises. The DEVELOPER shall be at liberty to make necessary application for the purpose to the authorities concerned at its costs and expenses in the names of the OWNERS and the OWNERS shall join in such application but the responsibility of obtaining such permission/sanction shall be on the DEVELOPER and so also the costs.

8. All though we entered into this agreement Till disposal of all flats but the DEVELOPER shall commence the construction of the proposed building in accordance with the sanctioned building plan and handed over the Owner's allocation mentioned in para "O" in all respect within 24 (Twenty four) months from the date of such sanction building plan, subject to force majeure (i.e. floor, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock down or any prohibitory order from any court, municipality or any other authority/authorities and/or any other act or commission beyond the control of the DEVELOPER such as non-availability of cement, steel and other building materials, statutes and ordinances or orders of the Governments.)

9. The DEVELOPER shall thereafter but before any action is taking for demolition of the existing building provide the Owners an amount of Rs. 15000/- (fifteen thousand) only per month by 5th of every month as house rent for alternative accommodation till handed over their allocation written in the owners allocation mentioned in para 10.

10. The DEVELOPER shall at its costs construct, erect and complete the proposed building at the said premises in accordance with the sanctioned plan with good and standard quality of materials and with such specification as are mentioned in the specification of the building and as recommended by the Architect/ Engineer/L.B.S. from time to time.

11. Subject to as a
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Mousumi Sarkar

Uday Kumar Saha

S & S DEVELOPER

Partner

S & S DEVELOPER

Partner

11. Subject to as aforesaid the decision of the DEVELOPER regarding the quality of the materials shall be final and binding on the parties hereto provided that the same shall not be inferior to the standard as mentioned in the building laws/rules of the concerned Municipality.

12. The DEVELOPER shall install, erect in the said building at the DEVELOPER'S costs and shall provide standard pump, overhead tanks, general electric wiring, and installations and other facilities as are required to be provided in a ping complex having self contained /office spare and constructed for sale of such Spaces/garages on Ownership basis and as hereby mutually agreed.

13. The DEVELOPER shall be authorized in the names of the OWNERS in so far as is necessary to apply for and obtain quotas, entitlements, and other allocation of or for cement, all types of steels, bricks and other building materials and accessories allocable to the OWNERS for the construction of the building and similarly to apply for the obtaining temporary and permanent connections of water, drains, sewerage and/or other facility required for the construction or enjoyment of the building.

14. The DEVELOPER shall upon the agreement be at liberty to advertise, fix hoarding, or sign board of any kind relating to the publicity for and/or inviting the intending purchasers for the sale of Spaces/ and spaces of the said building allocated to the DEVELOPER with exclusive right and authority to negotiate for the sale of the Spaces/garages together with proportionate share of land which are allocated to the DEVELOPER, to any prospective buyers before, after or in course of the construction of work of the said building at such consideration and such terms and conditions as DEVELOPER shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or initial payments thereof shall be received by the DEVELOPER. The OWNERS herein will have not



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Mousumi Sarkar

Uday Kumar Seth

S & S DEVELOPER

Uday Kumar Seth
Partner

S & S DEVELOPER

Mousumi Sarkar
Partner

right and share and will not be entitled to any portions thereof, which are earmarked as DEVELOPER'S allocations.

15. The DEVELOPER hereby agree and covenant with the OWNERSS not to violate of contravene any of the provisions or rules applicable for the construction of the said building and the DEVELOPER shall indemnify and keep indemnified the OWNER against all loses, damages, costs, charges, expenses that will be incurred or suffered by the OWNER on account of or arising out of any breach of any of these terms of any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect, of such construction or otherwise howsoever.

16. That the DEVELOPER shall indemnify and keep indemnified the OWNERS hereof from or against all actions, suits, proceedings, fines, penalties, architects and all costs, charges, expenses, damages, incidents and accidents (god forbid) if occurred thereof in respect of the said proposed building in the said property.

17. The DEVELOPER shall pay and bear all property taxes and other dues and outgoing to in respect of the said property accruing due and from the date of commencement the construction of the Building. Upon completion and handing over the OWNER'S allocation the OWNER will pay the undivided tax of their portion until separately assessed tax separately.

18. In consideration of the OWNERS having agreed to permit the DEVELOPER to commercially exploit the said premises by constructing multi-storied building thereon and sell those Spaces and garage spaces belonging to the DEVELOPER'S allocation comprising therein and appropriate the sale proceeds. The OWNER i.e. the first part shall get 80,00,000/- (Rupees Eighty lakhs) each only from the DEVELOPER i.e. S & S Developer in the following manners, which are earmarked as OWNER'S allocation in Para "O" above and the Flat which has been

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Mousumi Sarkar

Uday Kumar-Goth

S & S DEVELOPER

Jeetu
Partner

S & S DEVELOPER

Rajnik Sankar
Partner

allotted as owner's allocated flat ,will be valued Rs. 4000/- (Four thousand only) per square feet.

That the Land Owner shall receive Rs. 80,00,000/- (Rupees Eighty Lakhs) each and out of 80,00,000, RS. 10,00,000 (Rupees Ten lakh) each will be paid at the time of execution of this Development Agreement and rest amount i.e. 70,00,000 will be paid by way of 4 (four) installments and out of 4 installments, 1st installment amounting to Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty thousand) each will be paid within six months from the date of execution of this Deed of Development Agreement. 2nd installment amounting to Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty thousand) each will be paid within six months from the date of 1st installment. 3rd installment amounting to Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty thousand) each will be paid within six months from the date of 2nd installment and the last installment amounting to Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty thousand) each will be paid at time of delivery of Owner's Allocated Flats.

19. The OWNER will not obstruct or withheld or in any other way interfere in the process of construction of the said building by the DEVELOPER. The OWNER hereby authorize the DEVELOPER to lawfully do execute and perform all acts, deeds, matters and things for the purpose of or relating to the construction of the said building and only the DEVELOPER, shall construct and be responsible for the said construction of the building.

20. The OWNER will not do any act or things whereby the DEVELOER shall be prevented from constructing and completing and/or doing any other act relation to the said building.

21. The OWNER do the hereby covenant with the DEVELOPER not to do any act, deed or thing whether by themselves or by their representatives whereby the DEVELOPER may be prevented from constructing, selling, assigning and/or



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Mansuri Sarkar

Uday Kumar Seth

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Seth
Partner

S & S DEVELOPER
Sagrik Sarkar
Partner

disposing of DEVELOPER allocation in the building at the said premises of the intending buyers.

22. The OWNER above named shall always co-operate the DEVELOPER for commerce exploitation of the said plot and premises and at the request of DEVELOPER shall at all times sign necessary applications, affidavits, documents, deeds and agreement without prejudice to its rights and contentions and shall also at the like request of the DEVELOPER appear in such office or offices as may be required for the purpose of implementation of the scheme of the development on the said premises.

23. The OWNER herein undertake not to create any kind of charges or mortgage including that of equitable mortgage by depositing the title deeds of the said premises/land or any portion thereof at any time during the subsistence of this agreement for shall let out, grant, lease, mortgage and/or charge or part with the possession of the said premises or any portion without the consent in writing of the DEVELOPER on and from the date of execution of this agreement.

24. The OWNERS will keep the DEVELOPER indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffer by the OWNER in respect of the said property or for the act and conduct of the OWNERS or otherwise.

25. That the OWNERS shall entitled to hold spaces specified in para "O" above as OWNER'S allocation for their own use without any interference from DEVELOPER. The owner's are also entitled to sell their own allocation. In such case, they are required to give first option to the DEVELOPER to purchase the same at market price and DEVELOPER have always RIGHT OF REFUSAL in such case i.e. in case of refusal from DEVELOPER to purchase the OWNER'S allocation at market price, then OWNERS are at their freedom the sell the same to other parties.

Mousumi Sawant
Uday Kumar Seth

S & S DEVELOPER
Seth
Partner

S & S DEVELOPER
Sajnik Pawar
Partner

26. That the OWNER shall appoint, nominate and constitute the DEVELOPER as their constituted attorney with this Development Agreement to do all acts, deeds and things if required for the purpose of commercial exploitation or other necessary powers.

27. The OWNER hereby authorize and empower the DEVELOPER to construct the said proposed building in the said premises at its costs and expenses or sum procured from the intending purchasers with power to sell and/or transfer and/or lease in anywise the Spaces/units/garages/ therein constructed save and except the OWNERS allocation to any intending transferee at such amount as the DEVELOPER may deem fit and proper and to appropriate the entire/sale transfer proceeds by them.

28. That this agreement cannot be terminated by the OWNER in any way unless and until all the Spaces/garages of the DEVELOPERS allocation area sold out and the deeds of conveyances are made in favour of the intending purchasers are executed and registered. The OWNER also hereby undertake not to revoke the general power of attorney till the entire project/construction is completed and the DEVELOPER'S allocation is completely transferred or before expiry period of this agreement mentioned above.

29. The original papers and documents and title deeds in respect of the said premises during the period of construction shall be kept with the DEVELOPER so that interested person/intending buyers shall be entitled to have inspection and upon completion of the building the same shall be handed over to the APARTMENT OWNERS Association on its formation.

30. The DEVELOPER shall on completion of the OWNER allocation put the OWNERS in undisputed possession of the OWNER allocation TOGETHER WITH the rights in common to the OWNER facilities and amenities relating to the building. The OWNERS will be entitled to transfer or otherwise deal with the OWNER allocation as per their absolute discretion. If the OWNERS allocation is



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Soumik Sarkar
Partner

handed over within or before time then the time limit for completion of the construction of the building shall have no effect.

31. Notwithstanding the arbitration clause as referred to herein below the right to use for specific performances of this contract by any party against the other as per the terms of this agreement shall remain unaffected.

32. That after completion of the building and after selling out all or any of the Spaces, the Space/apartment OWNERS shall form an Association and the said Association manages and maintain all the affairs of the said building. The land OWNERS will join the said Association like others and so also the future purchasers. And each member shall be bound by the bye-laws and regulations of the Association.

33. The OWNERS and the DEVELOPER will punctually and regularly pay for their respective allocations the rents and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the parties and the OWNERS shall keep the DEVELOPER indemnified against claims, actions, demands, charges, costs, suits, proceedings, whatsoever directly or indirectly instituted against or suffered by the DEVELOPER be consequent upon a default and defect of the OWNERS in their behalf.

34. The Court at Malda alone shall have the jurisdiction to entertain, try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

35. That the OWNERS and the DEVELOPER shall be exclusively entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the OWNERS will not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER allocation.

36. That neither party shall use or permit to be used their respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or



Registrar, Malda
U/s 7(2) of the Registration Act

24 NOV 2023

Mousumi Sarkar

Uday Kumar Sethi

S & S DEVELOPER

Jeff
Partner

S & S DEVELOPER

Sagnik Sarkar
Partner

activity not use the same for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or occupiers of the apartments of the building.

39. That the Developer have full right to mortgaged the below schedule property with any Nationalized Bank to receipt the loan for purpose of the project.

40. That the DEVELOPER and the OWNERS along with all the OWNERS if Spaces shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof and agree to abide by all rules and regulations to be framed by any such society or association.

41. That the from the date of taking possession of the OWNER'S Space or apartment and the proportionate share in the common areas and facilities, the OWNERS will be responsible to pay proportionate share.

42. That the OWNERS shall thereafter punctually and regularly pay the said common expenses to the concerned authority or to the DEVELOPER or otherwise as specified by the DEVELOPER and shall keep the DEVELOPER or other authority in that behalf, and also to all the apartment holders, indemnified against all claims, actions, demands and costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER or such authorities or other unit holders as the case may be, consequent upon a default by the ONWERS in that behalf.

43. That for the purpose of smooth enjoyment of each of the Spaces or apartments, particularly its common areas and facilities. The OWNER along with the other OWNERS of the building may frame rules and bye-laws for the guidance of all the OWNERS and may frame a Society for its smooth in management. In such a case, the parties hereto shall abide by the directions of the said Association in matters connected with the common areas and facilities and the common expenses.



Registrar, Malda
U/s 7(2) of the Registration Act

24 NOV 2023

Mousumi Sarmak

Uday Kumar Seth

S & S DEVELOPER

Seth
Partner

S & S DEVELOPER

Sagnik Sarkar
Partner

44. That the death of any of OWNER shall not have the effect of termination of this agreement in which case the nominees of the deceased OWNERS shall automatically step into the shares to all intents and purposes.

45. ARBITRATION any dispute arising as between the OWNER and the DEVELOPER regarding any matter in respect of the development of the said property shall be referred to Arbitration as per provisions of the law in this regard and The District Court of Malda alone shall have the jurisdiction to entertain, try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

46. The amendments in any of the clauses are addition of any new clause/ clauses to this agreement shall be agreed by both the parties in writing and the amended clauses/s shall have the effect from the draft of such agreement between the parties for such amendments.

And the land owners hereby executing this Deed of Development Agreement in favour of S & S DEVELOPERS represented by its two partners namely 1) UDAY KUMAR SETH & 2) SAGNIK SARKAR.

Schedule 'A' Above Referred to

ALL THAT piece and parcel of homestead land measuring 6.806 (Six point eight zero six) decimal as per possession more or less along with old structure standing thereon lying at Mouza-Pirojpur, J.L. No.69 (sixty nine), Khatian No.- R.S. 780 (Seven hundred Eighty), L.R. 9073 (Nine thousand seventy three), L.O.P. No. 67 (Sixty Seven), C.S. Plot No. 615 (Six hundred Fifteen), R.S. Plot No.-689 (Six hundred eighty nine), L.R. Plot No.-5443 (Five thousand four hundred forty three), Class-Bastu, P.S.-English Bazar, P.O. & Dist. Malda in ward No.06, under English Bazar Municipality, Holding No.- 287/82/216, and there is a 10 (ten) years old 600 sq.ft. construction floor of which is Cement polished which is butted and bounded by:

Mousumi Sarkar
Uday Kumar Seth

S & S DEVELOPER

Uday
Partner

S & S DEVELOPER

Sagnik Sarkar
Partner

ON THE NORTH : Subrata Mukharjee
ON THE SOUTH : Uday Kumar Seth
ON THE EAST : 14ft. wide 3 No. Govt. Colony Road
ON THE WEST : Municipal Drain & house of Swapan Bhaduri and Anjan Bhaduri.

Schedule 'B' Above Referred to

ALL THAT piece and parcel of homestead land measuring 6.50 (Six point five zero) decimal as per possession more or less along with old structure standing thereon lying at Mouza-Pirojpur, J.L. No.69 (sixty nine), Khatian No.- R.S. 780 (Seven hundred Eighty), L.R. 16128 (sixteen thousand one hundred twenty eight), C.S. Plot No. 689 (Six hundred eighty nine), L.R. Plot No.-5442 (Five thousand four hundred forty two), Class-Bastu, P.S.-English Bazar, P.O. & Dist. Malda in ward No.06, under English Bazar Municipality, Holding No.- 131/80/114, and there is a 10 (ten) years old 600 sq.ft. construction floor of which is Cement polished which is butted and bounded by:

ON THE NORTH : Mousumi Sarkar
ON THE SOUTH : Sachin Banarjee
ON THE EAST : 14ft. wide 3 No. Govt. Colony Road
ON THE WEST : Parimal Biswas.

B

Mousumi Sarkar
Uday Kumar Seth

S & S DEVELOPER
Uday Kumar Seth
Partner

S & S DEVELOPER
Sagnik Sarkar
Partner

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

WITNESSES :

1. Rajan Nagan Sharma
S/o Late Dinadayal Nagan Sharma
vill. Madia, Post-Sovanagan
Dist- Malda, P.S. F B
Pin- 732209

(Signature of Owners / 1st part)

- 1) Mousumi Sarkar
- 2) Uday Kumar Seth

2. Ranjan Kumar Neog
Malda.

(Signature of Developer / other part)

S & S DEVELOPER
Uday Kumar Seth
Partner

S & S DEVELOPER
Sagnik Sarkar
Partner

Drafted By;

Bipul Datta

Bipul Datta, Advocate
Malda Bar Association 24/11/23
Enrolment No. W.B. 671/1996.

Typed by:

Ranjan Kumar Neog

(Ranjan Kumar Neogi)
B.S. Road, Malda.



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



কনিষ্ঠা অনামিকা মধ্যমা তর্জনী বৃহদঙ্গুলী বৃহদঙ্গুলী তর্জনী মধ্যমা অনামিকা কনিষ্ঠা

নাম স্বাক্ষর Meusuri Samal



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



কনিষ্ঠা অনামিকা মধ্যমা তর্জনী বৃহদঙ্গুলী বৃহদঙ্গুলী তর্জনী মধ্যমা অনামিকা কনিষ্ঠা

নাম স্বাক্ষর Uday Kumar Sethi



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



কনিষ্ঠা অনামিকা মধ্যমা তর্জনী বৃহদঙ্গুলী বৃহদঙ্গুলী তর্জনী মধ্যমা অনামিকা কনিষ্ঠা

নাম স্বাক্ষর S & S DEVELOPER

Sethi Partner



বাম হাতের আঙ্গুল ছাপ

ডান হাতের আঙ্গুল ছাপ



কনিষ্ঠা অনামিকা মধ্যমা তর্জনী বৃহদঙ্গুলী বৃহদঙ্গুলী তর্জনী মধ্যমা অনামিকা কনিষ্ঠা

নাম স্বাক্ষর S & S DEVELOPER

Partner Partner Partner

Major Information of the Deed

Deed No :	I-0901-14968/2023	Date of Registration	24/11/2023
Query No / Year	0901-2002886896/2023	Office where deed is registered	
Query Date	23/11/2023 10:15:12 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	BIPUL DATTA MALDA BAR ASSO,Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 7384201870, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
Rs. 1,60,00,000/-	Rs. 5,24,50,038/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,011/- (Article:48(g))	Rs. 20,046/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Govt. Colony Lane3, Mouza: Pirojpur, , Ward No: 06, Holding No:287/82/216 JI No: 69, Pin Code : 732101

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-5443 (RS :-)	LR-9073	Commercial Bastu	6.806 Dec	50,00,000/-	2,37,59,128/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Govt. Colony Lane3, Mouza: Pirojpur, , Ward No: 06, Holding No:131/80/114 JI No: 69, Pin Code : 732101



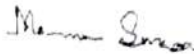



Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-5442 (RS :-)	LR-16128	Commercial Bastu	6.5 Dec	50,00,000/-	2,26,90,910/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
Grand Total :				13.306Dec	100,00,000 /-	464,50,038 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1200 Sq Ft.	60,00,000/-	60,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1200 sq ft	60,00,000 /-	60,00,000 /-	

Land Lord Details :

Name,Address,Photo,Finger print and Signature

Sl No	Name	Photo	Finger Print	Signature
1	<p>MOUSUMI SARKAR (Presentant) Wife of GOPAL CHANDRA SARKAR Executed by: Self, Date of Execution: 24/11/2023 , Admitted by: Self, Date of Admission: 24/11/2023 ,Place : Office</p>		 Captured	
		24/11/2023	LTI 24/11/2023	24/11/2023
<p>KRISHNA PALLY, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ARxxxxxx2N, Aadhaar No: 25xxxxxxxx9821, Status :Individual, Executed by: Self, Date of Execution: 24/11/2023 , Admitted by: Self, Date of Admission: 24/11/2023 ,Place : Office</p>				
2	<p>UDAY KUMAR SETH Son of Late BAIDYA NATH SETH Executed by: Self, Date of Execution: 24/11/2023 , Admitted by: Self, Date of Admission: 24/11/2023 ,Place : Office</p>		 Captured	
		24/11/2023	LTI 24/11/2023	24/11/2023
<p>2/2 B S ROAD, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AZxxxxxx6J, Aadhaar No: 36xxxxxxxx0036, Status :Individual, Executed by: Self, Date of Execution: 24/11/2023 , Admitted by: Self, Date of Admission: 24/11/2023 ,Place : Office</p>				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>S AND S DEVELOPERS ROOM NO 1, SNEHALATA APARTMENT, 2/2 B S ROAD, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 , PAN No.:: AExxxxxx9G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Name, Address, Photo, Finger print and Signature

No	Name	Photo	Finger Print	Signature
1	UDAY KUMAR SETH Son of Late BAIDYA NATH SETH Date of Execution - 24/11/2023, , Admitted by: Self, Date of Admission: 24/11/2023, Place of Admission of Execution: Office	 Nov 24 2023 4:58PM	 Captured LTI 24/11/2023	 24/11/2023
SNEHALATA APARTMENT, 2/2 B S ROAD, City:- , P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AZxxxxxx6J, Aadhaar No: 36xxxxxxx0036 Status : Representative, Representative of : S AND S DEVELOPERS (as PARTNERS)				
2	SAGNIK SARKAR Son of GOPAL CHANDRA SARKAR Date of Execution - 24/11/2023, , Admitted by: Self, Date of Admission: 24/11/2023, Place of Admission of Execution: Office	 Nov 24 2023 4:59PM	 Captured LTI 24/11/2023	 24/11/2023
LAXMI NIWAS, Block/Sector: 3RD, Flat No: C, City:- , P.O:- KAMRUP, P.S:-NORTH GUWAHATI, District:-Kamrup, Assam, India, PIN:- 781014, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: GMxxxxxx0M, Aadhaar No: 67xxxxxxx7136 Status : Representative, Representative of : S AND S DEVELOPERS (as PARTNERS)				

Identifier Details :

Name	Photo	Finger Print	Signature
RATAN NAGAR SHARMA Son of Late DINDAYAL NAGAR SHARMA MADIA, City:- , P.O:- SOVANAGAR, P.S:- Malda, District:-Malda, West Bengal, India, PIN:- 732209	 24/11/2023	 Captured 24/11/2023	 24/11/2023
Identifier Of MOUSUMI SARKAR, UDAY KUMAR SETH, UDAY KUMAR SETH, SAGNIK SARKAR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	MOUSUMI SARKAR	S AND S DEVELOPERS-3.403 Dec
2	UDAY KUMAR SETH	S AND S DEVELOPERS-3.403 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	MOUSUMI SARKAR	S AND S DEVELOPERS-3.25 Dec
2	UDAY KUMAR SETH	S AND S DEVELOPERS-3.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	MOUSUMI SARKAR	S AND S DEVELOPERS-600.00000000 Sq Ft
2	UDAY KUMAR SETH	S AND S DEVELOPERS-600.00000000 Sq Ft

Land Details as per Land Record

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Govt. Colony Lane3, Mouza: Pirojpur, ,
Ward No: 06, Holding No:287/82/216 JI No: 69, Pin Code : 732101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 5443, LR Khatian No:- 9073	Owner:মৌসুমী সরকার, Gurdian:গোপাল চন্দ্র সরকার, Address:কৃষ্ণপটী . Classification:বাস্ত. Area:0.06600000 Acre,	MOUSUMI SARKAR

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Govt. Colony Lane3, Mouza: Pirojpur, ,
Ward No: 06, Holding No:131/80/114 JI No: 69, Pin Code : 732101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 5442, LR Khatian No:- 16128	Owner:উদয় কুমার সেন, Gurdian:বেদনামাথ সেন, Address:নিজ . Classification:বাস্ত. Area:0.06500000 Acre,	UDAY KUMAR SETH

On 24-11-2023

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 13:52 hrs on 24-11-2023, at the Office of the D.S.R. MALDA by MOUSUMI SARKAR, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,24,50,038/-

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

Execution is admitted on 24/11/2023 by 1. MOUSUMI SARKAR, Wife of GOPAL CHANDRA SARKAR, KRISHNA PALLY, P.O: MALDA, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession House wife, 2. UDAY KUMAR SETH, Son of Late BAIDYA NATH SETH, 2/2 B S ROAD, P.O: MALDA, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Business Indetified by RATAN NAGAR SHARMA, , , Son of Late DINDAYAL NAGAR SHARMA, MADIA, P.O: SOVANAGAR, Thana: Malda, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Others

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

Execution is admitted on 24-11-2023 by UDAY KUMAR SETH, PARTNERS, S AND S DEVELOPERS (Partnership Firm), ROOM NO 1, SNEHALATA APARTMENT, 2/2 B S ROAD, City:-, P.O:- MALDA, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101

Indetified by RATAN NAGAR SHARMA, , , Son of Late DINDAYAL NAGAR SHARMA, MADIA, P.O: SOVANAGAR, Thana: Malda, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Others

Execution is admitted on 24-11-2023 by SAGNIK SARKAR, PARTNERS, S AND S DEVELOPERS (Partnership Firm), ROOM NO 1, SNEHALATA APARTMENT, 2/2 B S ROAD, City:-, P.O:- MALDA, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Indetified by RATAN NAGAR SHARMA, , , Son of Late DINDAYAL NAGAR SHARMA, MADIA, P.O: SOVANAGAR, Thana: Malda, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,046.00/- (B = Rs 20,000.00/- ,E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 20,014/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/11/2023 1:49PM with Govt. Ref. No: 192023240294756148 on 24-11-2023, Amount Rs: 20,014/-, Bank: SBI EPay (SBIEPay), Ref. No. 3782780753926 on 24-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,011/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 963, Amount: Rs.5,000.00/-, Date of Purchase: 24/11/2023, Vendor name: MANORANJAN PODDAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/11/2023 1:49PM with Govt. Ref. No: 192023240294756148 on 24-11-2023, Amount Rs: 70,011/-, Bank: SBI EPay (SBIEPay), Ref. No. 3782780753926 on 24-11-2023, Head of Account 0030-02-103-003-02



Sumanta Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

ificate of Registration under section 60 and Rule 69.
gistered in Book - I
olume number 0901-2023, Page from 331045 to 331071
being No 090114968 for the year 2023.



Digitally signed by SUMANTA DHAR
Date: 2023.12.11 12:47:17 +05:30
Reason: Digital Signing of Deed.

(Sumanta Dhar) 11/12/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
West Bengal.