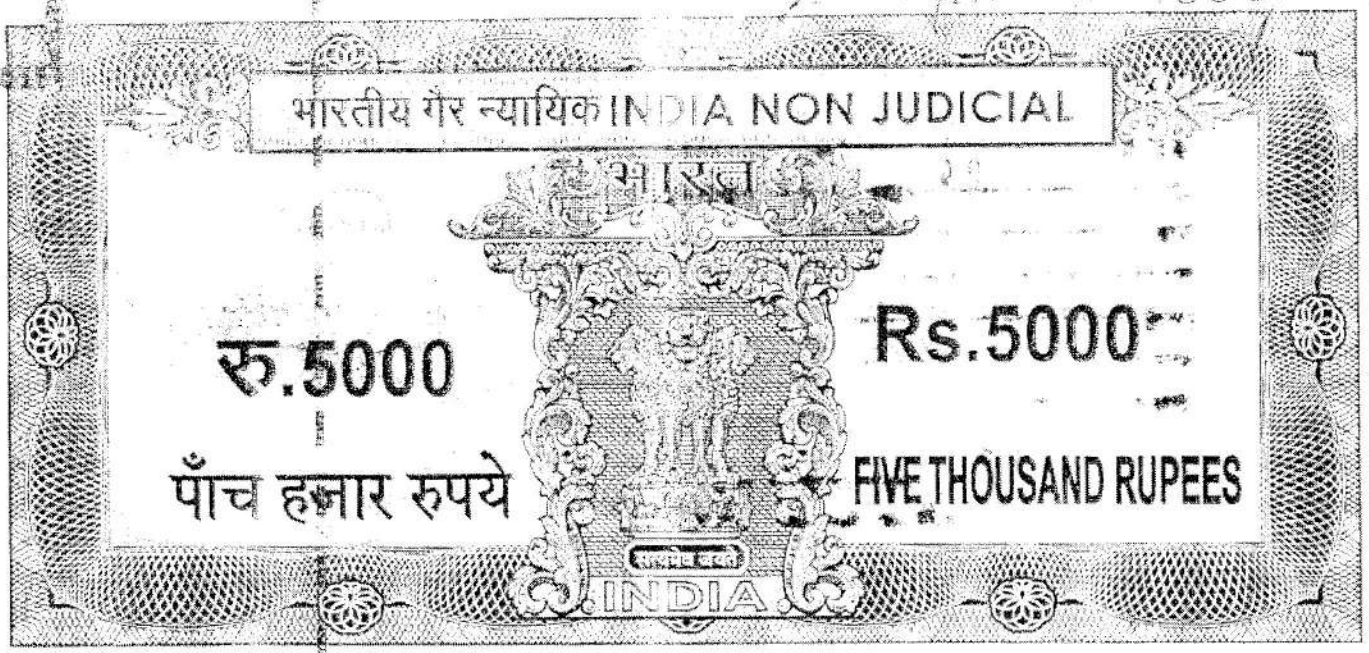


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141/2021 F-1503/2020



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 323238

Q. No. 2000 639729/2020

19.06.2020

ment is admitted to registration. The Signatur
 et and the Endorsement sheet attached to this
 document are part of the document

Sri Saktiman Das
 Additional District Sub-Registrar
 Sadar, Paschim Medinipur

Bhabani Das

19 JUN 2020

08 JAN 2021

DEED OF AGREEMENT OF DEVELOPERS.

THIS DEED OF AGREEMENT made on this the 19th day of June 2020.

BETWEEN

- SRI SAKTIMAN DAS** PAN NO- ADJPD6737F
 Son of late Durga Charan Das
 By Religion- Hindu, by Profession- Retired Person
 Citizen of India. AADHAAR NO- 707600462109



Sri Saktiman Das

SUBANSI CONSTRUCTIONS
Sweete Pal (misty)
 Partner

SUBANSI CONSTRUCTIONS
Sweete Pal
 Partner



B. Das.



u. Ananda



Sweta Pal (Maity)

Sachin Das

Bhabani Das.

2. SRI BHABANI DAS PAN NO- AWLPD7348H

Son of late Durga Charan Das
By Religion- Hindu, by Profession- Business
Citizen of India. AADHAAR NO- 636548308114
Both are residing at- B-8 Burdge Town, Midnapore Town
Post Office- Midnapore, Police Station- Kotwali,
District- Paschim Medinipur. Pin- 721101.

.....Land Owners
(which term or expression shall unless excluded by or repugnant to the
subject or context be deemed to mean and include his heirs, executors,
administrators, representatives, nominees and/or assigns) of the **FIRST
PART.**

AND

1. SRI ANANDA GOPAL MAITY - PAN NO- AKEPM 1954 H

Son of late Anil Kumar Maity,
By Religion- Hindu, by occupation- Business
Residing at- Rabindra Nagar, Police Station- Kotwali
P.O.- Midnapore, District- Paschim Medinipur
Pin- 721101. Citizen of India. AADHAAR NO- 251225952786

2. SMT. SWETA PAL (MAITY) - PAN NO- AKEPM 1953 A

Wife of Sri Ananda Gopal Maity,
By Religion- Hindu, by occupation- Business
Residing at- Rabindra Nagar, Police Station- Kotwali
P.O.- Midnapore, District- Paschim Medinipur
Pin- 721101. Citizen of India. AADHAAR NO- 762537168052

.....Developers/Promoters
Both are Partners of '**SUHASINI CONSTRUCTIONS**' having its office
at Rabindra Nagar, Midnapore Town, Police Station- Kotwali. Post
office- Midnapore, District- Paschim Medinipur, Pin- 721101. PAN NO-
ADEF5 1917 R.

SUHASINI CONSTRUCTIONS

Sweta Pal (Maity)
Partner

SUHASINI CONSTRUCTIONS

u. Ananda
Partner

B. Das.
A. S. S.

.....(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, nominees and/or assigns) of the SECOND PART.

WHEREAS the property described in the schedule below previously belonged to Sudhindra Kumar Sanyal of 62 Majid Bari Street, Police Station-Bartola, Kolkata. While said Sudhindra Kumar Sanyal had been performing right, title, interest and possession in respect of the said property he gifted the said property to his son Rajat Kumar Sanyal @ Rajat Sanyal by a registered Deed of Gift being no- 4006 on 01.06.1970, book no- 1, Volume no- 66, pages- 75-77 for the year 1970 which was registered in the Cossipore, DumDum Sub-Registry office in the District of 24 Parganas;

AND WHEREAS after obtaining the said property while said Rajat Kumar Sanyal @ Rajat Sanyal had been performing right, title, interest and possession in respect of the said property without any interruption by anybody, he transferred the same to Durga Charan Malakar son of late Girish Chandra Malakar by a registered Deed of Sale being no- 5056 of the Year 1970 registered in the office of Midnapore Sadar Joint Subregistry;

AND WHEREAS it may be mentioned herewith that the surname of Durga Charan as well as his father viz. Girish Chandra was Das Malakar. On 05.01.1987 by swearing an Affidavit before the Judicial Magistrate, 1st Class, Midnapore, Durga Charan and his family members will be Das and since then Durga Charan Malakar known as Durga Charan Das by the strength of Affidavit no- 85 dated 05.01.1987 sworn before the Judicial Magistrate, 1st Class, Midnapore;

AND WHEREAS the name of Durga Charan Malakar has been mutated in the office of the Block Land & Land Reforms Office in L.R. khatian no- 366 measuring an area 0.1650 acre;

AND WHEREAS his name has been mutated as Durga Charan Das in the office of the Midnapore Municipality within Ward no- 6 (New), 22 (Old) in holding no- 235 (New), 0011 (Old);

AND WHEREAS in the purchase deed being no- 5056 dated 25.07.1970 purchased by Durga Charan Malakar from Rajat Kumar Sanyal @ Rajat Sanyal, area of the property has been noted 6240 square feet or 0.1434 acre. But in the physical measurement the said land is measuring 0.1650 acre. Durga Charan Malakar always possessed 0.1650 acre as per physical possession and as per physical measurement;

Sachin Das
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SUHASINI CONSTRUCTIONS
Sweta Pal (Maity)
Partner

SUHASINI CONSTRUCTIONS
K. Gopal
Partner

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AND WHEREAS for such reason at the time of preparation of L.R.R.O.R. the measurement of the land of Durga Charan Malakar has been noted and recorded 0.1650 acre;

AND WHEREAS while said Durga Charan Malakar (Durga Charan Das) has been performing right, title, interest and possession in respect of the said property and had been paying Government rent and Municipal tax in his name, he died on 14.12.1990 leaving behind his surviving wife viz. Pratima Rani Das, two sons viz. Saktiman Das and Bhabani Das and three daughters viz. Jogmaya Das, Dipasree Das & Mandira Das as his legal heirs and legal representatives according to Hindu Succession Act. After the demise of Durga Charan Das his daughter viz. Mandira Das died on 12.04.1994 un-married condition and his wife viz. Pratima Rani Das died on 13.05.2010;

AND WHEREAS after the demise of Durga Charan Das his aforesaid property which is mention in the schedule below had been inherited by his wife viz. Pratima Rani Das (since deceased), two sons, Saktiman Das, Bhabani Das and three daughters viz. Jogmaya Das (Bera), Dipasree Das and Mandira Das (since deceased) and had been performing right, title, interest and possession undivided 1/5th share each;

AND WHEREAS after the demise of Mandira Das and Pratima Rani Das now the property described in the schedule below have been performing right, title, interest and possession by Saktiman Das, Bhabani Das, Jogmaya Das (Bera) and Dipasree Das in 1/4th undivided share equally;

AND WHEREAS while Saktiman Das, Bhabani Das, Jogmaya Das (Bera) & Dipasree Das has been performing right, title, interest and possession and had been paying Government rent and Municipal tax jointly and ejmali. Jogmaya Das (Bera) transferred her undivided 1/4th share in favour of Bhabani Das by a registered Deed of Gift being no- 4918/2019 dated 29.11.2019;

AND WHEREAS subsequently Dipasree Das transferred her undivided 1/4th share in favour of Bhabani Das by a registered Deed of Gift being no-4940/2019 dated 02.12.2019

AND WHEREAS at present Saktiman Das & Bhabani Das the Land Owners/First Part, are being the absolute lawful owners of the property fully described in the schedule below. Bhabani Das is the lawful owner of 3/4th undivided share and Saktiman Das is the lawful owner of 1/4th undivided share and in the 'RED' wash in the sketch map annexed to this Agreement. The said sketch map shall form part of this Agreement;

AND WHEREAS the First Part/Land Owners are now in peaceful possession of the said property described in the schedule below and have been performing right, title, interest and possession jointly and ejmali.

Saktiman Das
Bhabani Das

SUHASINI CONSTRUCTIONS
Sweta Pal (Maitiy)
Partner

SUHASINI CONSTRUCTIONS
K. G. G. G.
Partner

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AND WHEREAS the First Part Land Owners now intend to construct a residential and/or commercial building (Basement + G + 10 (Ten) Upper floors in respect of the property which is fully described in the schedule below. The name and style of the Apartment will be "ABHISHEK APARTMENT" At present the Land Owners / First Part have no other fund/resource to invest for the said construction work and for such reason they were in search of a person or persons who will be the Developer or Promoter and ready to invest money for the purpose of aforesaid construction work;

AND WHEREAS SRI ANANDA GOPAL MAITY AND SMT. SWETA PAL (MAITY) being the partners of "SUHASINI CONSTRUCTIONS" partnership firm are Developers/Promoters and having informed from a reliable source regarding the aforesaid project of construction work, approach the land owners and as per their proposal also willing to do such construction work as Developer/Promoter;

AND WHEREAS the Land Owners happily accepted the proposal of the Developers/Promoters for the aforesaid construction work and entered with them in this DEED OF AGREEMENT OF DEVELOPERS;

AND WHEREAS for the said construction work the Developers willfully ready to undertake all types/kinds of expenditure in connection with completion of the said construction work of the project and from beginning to the end of completion of the said construction work with the investment of the fund of the Developers/ Promoters;

AND WHEREAS the Developers/Promoters have willfully agreed to bear the total financial burden towards the expenditure of construction of the said project viz, Residential and/or Commercial building upon the said land from the beginning to completion;

AND WHEREAS the Developers/Promoters have explored the possibility of arranging fund and have also considered the probable future benefit which the Developers/Promoters will get;

AND WHEREAS considering everything the Developers/Promoters have agreed to make investment for such construction and completion of the building upon the land of the Land Owners as Developer/Promoter of the said building and also in lieu of sufficient security for their investment to be made together with providing scope for a steady income in future,

AND

NOW IN THE PREMISES DESCRIBED ABOVE THE PARTIES HERE BY CONCUR TO AN AGREE WITH THE FOLLOWING TERMS AND CONDITIONS:-

Sachin Das
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SUHASINI CONSTRUCTIONS
Sweta Pal (Maity)
Partner

SUHASINI CONSTRUCTIONS
A. G. Maity
Partner

BR
ATV

1. The name and style of the residential and/or commercial complex will be **"ABHISHEK APARTMENT"** at B-8 Burdge Town, Midnapore Town, P.S.- Kotwali, P.O.- Midnapore, District- Paschim Medinipur and within the Midnapore Municipality.
2. The Office of the Developers/Promoters will be at Rabindranagar, P.S.- Kotwali, P.O.- Midnapore, District- Paschim Medinipur, Pin- 721101.
3. That the Developers will make arrangement for preparation of site plan as well as the building plan(s) from the Engineer and they will take approval/sanction from Midnapore Municipality and also they will take necessary permission from Midnapore Kharagpur Development Authority.
4. That after starting of construction of the said project advance money from the willing purchasers will be received by the Developers/Promoters.
5. That the Developers will arrange three flat/premises with two car parking place for Land Lords/First Part in rental basis or other source and the Developers/Promoters shall bear the rent month by month till delivery of Land Lords/First Part of their residential self content flats as per Agreement. The rent is not refundable or adjustable.
6. That after completion of said construction work of the said project, consideration of sale proceeds will be received by the Developers/Promoters. Land Owners shall have no right to receive any advance or consideration money of sale proceeds from the purchasers.
7. That the Second Party will handover owners allocated flats /portion of the building to First Party as they agreed, within three years from the date of registration of this agreement and vacate of Land. For some unavoidable circumstances it may be taken one year more.
8. That Land Owners/First Part entitled to get 35% of proposed construction from 1st Floor to 7th Floor and the Land owners will get Rupees 50,000,00/- (Rupess fifty lakh) only at a time from Developers/Promoters and that amount will not be refund or adjustable from their (Land Owners) allocated share. The Land Owners/First Part will also get 35% car parking space at Basement and ground floor.

Sachin Das
Bhajan Das

SUHASINI CONSTRUCTIONS
Sweta Pal (Moity)
Partner

SUHASINI CONSTRUCTIONS
U. G. G. G.
Partner

B. K. G.
A. 22

9. That after completion of the said 7th floor if the Developers further construct any building/flats over the constructed unit ie, 8th floor to 10th floor after getting proper sanctioned plan from competent authority then the Developers/Promoters has further agreed to allocate the Land Lords/First Part 25% area/flats for every floor.
10. That the Land Owners/First Part are also bound to put their signature in the necessary papers for sanctioned plan and other relevant papers. They have also every right to look after the construction work.
11. The Developers/Promoters shall have right to construct basement, ground floor and 10 (Ten) upper floors only. After completion of the building, sold out of self content flats, car parking space and other amenities and after getting the above mentioned flats as mentioned above in this Agreement by the First Party/Land Owners, the First Party/Land Owners shall have no right in any case to construct more than the construction constructed by the Developers.
12. That it is specifically agreed the Promoters/Developers shall be entitled to own possess, transfer or otherwise dispose of as absolute owner thereof as per provisions contained save and except the above mentioned Owners/Land Lords allocation, the Developers/Promoters shall have the absolute right to use and occupy and enjoy their shares and/or allocation either for residential purpose and/or commercial purpose.
13. That the property of Land Owners/First Part which is specifically mentioned in the schedule below have a good and marketable title and the same is free from all encumbrances. The said Land Owners/First Part are being the absolute owners of the said property at present. If in future any legal heirs or claimants shall dispute the title of the said property and for such dispute, if the construction work of the project be stopped, in that case the land owners shall be liable for all costs and consequences incidental thereto.
14. That from the starting of the construction of the said project and till the completion of the construction of the said project and till the execution of the deed of sale of all self content flats, car parking space and other amenities, if the Land Owners or any of the Land Owners dies or happens unfortunate death, in that case their legal heirs shall be the Owner/Owners in place of the name of the present owners viz. Sri Saktiman Das and Sri Bhabani Das and the legal heirs of deceased land owner with other

Saktiman Das
Bhabani Das

SUHASINI CONSTRUCTIONS
Sweta Pal (Ministry)
Partner

SUHASINI CONSTRUCTIONS
K. J. Jaisankar
Partner

Bhabani Das
197

remaining Land Owners shall also be guided by the terms and condition and the legal heirs shall also be bound and governed to ratify this **DEED OF AGREEMENT OF DEVELOPERS.**

15. That for the construction of residential and/or commercial building, bank loan is necessary. For the said purpose bank loan shall be taken by the Developers/Promoters. Bank loan will be taken by the Developers and the loan amount shall be kept in the account of the Developers/Promoters Firm. Only the Developers shall have the right to withdraw the loan amount from their account but in any case Land Owners shall have no right to claim any money from the loan amount.
16. That the bank loan which will be taken by the Developers/Promoters for the said construction work of the said project, the said bank loan shall have to repay to the bank by the Developers/ Promoters. But in any case the Land Owners shall not be liable to pay any furthing towards the bank loan and bank interest to the bank.
17. The Developers/Promoters shall have right to mortgage the said property or they shall have power for mortgage the schedule property. He does freely indemnify the owner from the liability of mortgage.
18. That at the time of Agreement for sale and at the time of final registration of the deed of sale in respect of the newly self content flats, car parking space and other amenities, the Developers/ Promoters shall have right to sign the same on the strength of registered **DEVELOPMENT POWER OF ATTORNEY** executed by the Land Owners/First Part.
19. That the Developers/Promoters shall bound to clear up any demand if any letter comes from local/outside during the completion of the selling the entire flats upon the said plots.
20. That Income Tax/Sale Tax/Wealth Tax in connection with the construction and selling the aforesaid building, all demands from any office shall be fulfilled by the Developers/Promoters but in any case the Land Owners shall not be liable to pay any furthing to that effect.
21. That the Land Owners shall have no right to get any furthing from the Developers/Promoters from the advance money or the consideration money of the sale proceeds.

Sachin D.
Bhalani Des.

SUHASINI CONSTRUCTIONS
Sweta Pal (maity)
Partner

SUHASINI CONSTRUCTIONS
K. Gopalakrishnan
Partner

Bhalani Des.
A.S.V.

22. That till the completion of the construction work of the said project, Municipal taxes of the said holding and the Government rent of the said property will be paid by the Developers/Promoters by their own costs.
23. After preparation of building plan 1st party valid owner will choice their flats as their will and one separate agreement to be made for the said matter.
24. That title deed and other relevant papers 1st pary (Land Owner) have handover to the 2nd party / Developer and Developer will refund these papers in their own responsibility after completion of Project.
25. That each terms of this **AGREEMENT** shall be condition for a supplementary to every other term and the parties and their assignee or their representatives and heirs will remain bound by this **AGREEMENT**.

*Selections Done
By all as Des.*

IN WITNESSES WHEREOF THE PARTIES HERE UNTO SET AND SUBSCRIBE THEIR RESPECTIVE SEALS AND HANDS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

SCHEDULE DESCRIPTION OF PROPERTY

District- Paschim Medinipur, Police Station- Midnapore (Kotwali), Ward no- 22 (Old), 6(New) within Midnapore Municipality, holding no- 235 (New), -0011 (Old), Mouza- Keranitala, Mahalla- Burdge Town, J.L. no- 171, R.S. khatian no- 114, R.S. plot no- 188, Area- 7200 square feet or 0.1650 acre. Bastu Land.

ITS MEASUREMENT:-

North Arm : 120 feet- 00 Inches. South Arm : 120 feet- 00 Inches.
East Arm : 60 feet- 00 Inches. West Arm : 60 feet- 00 Inches.

BUTTED AND BOUNDED BY:

On the North:- Dr. M.K. Biswas, Madan Maity & Debabrata Kundu.
On the South:- Ranjit Roy, Anjit Roy & Subodh Paul.
On the East :- Arup Kumar Mal.
On the West :- 30 feet wide Road.

SUBHASINI CONSTRUCTIONS

*Sweeta Pal (Maity)
Partner*

SUBHASINI CONSTRUCTIONS

*H. G. G. G. G.
Partner*

*BK. G. G. G.
Partner*

Total area of the schedule property is 7200 square feet or 0.1650 acre which is shown in 'RED' wash in the sketch map annexed to this DEED OF AGREEMENT OF DEVELOPERS.

WITNESS & IDENTIFIER:-

1. Signature :-

Name:- **Sri Supriya Roy**

S/O:- Sri Subal Chandra Roy

Religion :- Hindu, Occupation:- Business

Of:- Miyabazar, P.O. & P.S.- Midnapore,

Dist:- Paschim Medinipore, Pin-721101

2. Subkrapan Sahra .
Ashoknagar . Po - Midnapore .
PS - Kotwali Dist. - Paschim
Medinipore .

Typed by:-

Sri Somnath Mishra

Sri Somnath Mishra

Ballavpur:: Midnapore

Drafted by me and prepared
in my office:-

Bidyut Kumar Sanyal.
19-06-20

SRI BIDYUT KUMAR SANYAL

ADVOCATE.

REGN. NO- WB-656/1980.

Sri Bidyut Kumar Sanyal
Advocate
Judge's & Judicial Court
Paschim Medinipur

Note:- This DEED OF AGREEMENT OF DEVELOPERS has been typed in 10 (Ten) pages including one Stamp Paper and there are three attesting witnesses and two separate sheets has been annexed herewith for the ten finger impressions of the parties as page no- 11 & 12 which is part of this DEED OF AGREEMENT OF DEVELOPERS.

SUHASINI CONSTRUCTIONS
U. Gopalan
Partner

SUHASINI CONSTRUCTIONS
Sweta Pal (maity)

Sateen D.
Bhalow Das.

SUHASINI CONSTRUCTIONS

Sweta Pal (maity)
Partner

SUHASINI CONSTRUCTIONS

U. Gopalan
Partner

Sateen D.

Bhalow Das.

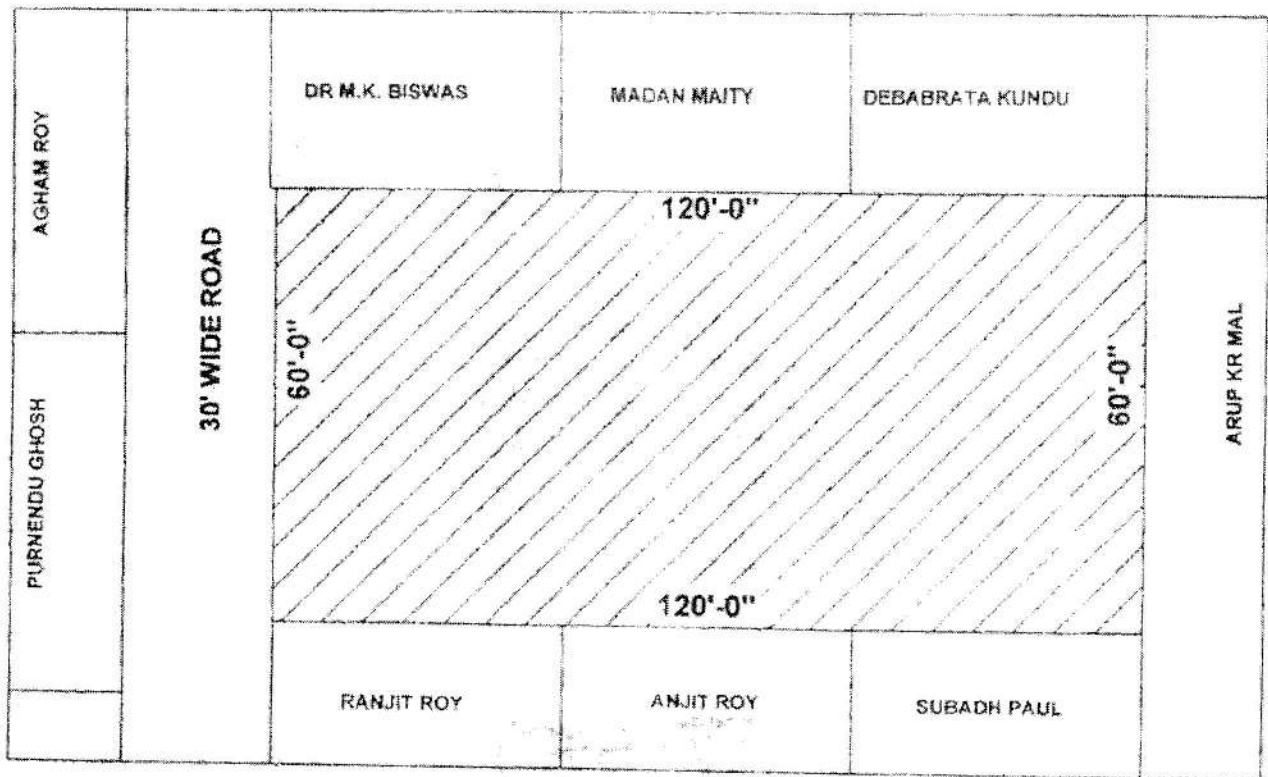
MOUZA - KERANITOLA, J.L. NO. - 171
P.S. - MIDNAPORE, DIST. - PASCHIM MEDINIPUR



GIVEN TO - SUHASINI CONSTRUCTIONS, RABINDRANAGAR,
P.O. & P.S.- MIDNAPORE, DIST.- PASCHIM MEDINIPUR.
PARTNERS - 1) Sri ANANDA GOPAL MAITY & 2) Smt. SWETA PAL (MAITY)

AREA OF THE PLOT SHOWN THUS - 

SCALE:- 1" = 25'



LAND SCHEDULE

R.S. PLOT NO.	AREA OF LAND	
	SFT.	ACRES
188	7200	0.165

DRAWN BY

D. Das
D. DAS
(SURVEYOR)

U. J. Paul

Sweta Pal (Maity)

Bh. G. Das
ADVOCATE.

Sankaran Das
Bh al ani Das.

State of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1003-2021, Page from 7124 to 7155

being No 100300141 for the year 2021.



Rabindranath Sau

Digitally signed by RABINDRANATH SAU
Date: 2021.01.11 17:20:52 +05:30
Reason: Digital Signing of Deed.

(RABINDRANATH SAU) 2021/01/11 05:20:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal.

(This document is digitally signed.)