

a-(1) 14825/18

SL-665/18 1 Nazam

P-670/2018



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 155433

1. Najrul Islam

2. Sarjina Khatun

3. Kabirul Islam

4. সেক্ষ সাহিনুল ইসলাম

5. জরিনা বিবি

For SHRECHALUPTANTS PVT. LTD.  
Sushandy Nayak  
Director/Authorised Signatory

**AGREEMENT FOR DEVELOPMENT**

**THIS AGREEMENT FOR DEVELOPMENT** made on this 18<sup>th</sup> day of January, 2018 (Two Thousand Eighteen)

**BETWEEN**

1) **NAJRUL ISLAM**, son of Late Saikh Jafore Ali, PAN-AANPI6989H, 2) **SARJINA KHATUN**, daughter of Late Sekh Sarja Alam, PAN- GMRPK7748L 3) **KABIRUL ISLAM**, PAN- AHSPI9819A, 4) **SEKH SAHINUL ISLAM**, PAN- AHSPI7418K, both sons of Late Sekh Sarja Alam and 5) **REBINA BIBI**, wife of Late Sekh Sarja Alam, PAN-DMGPB3934P, all by faith Islam, by occupation No. 1 Business, No. 2 to 4, Student, and No. 5 Housewife, all residing at Bagtui, P.O. & P.S. Rampurhat, District Birbhum, West Bengal, hereinafter jointly referred to as the **OWNERS / FIRST PARTIES** which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives and assigns ) of the **ONE PART.**

**A N D**

Cont.....P/2

V. C. Case No. 57/2018

Noting that the document is admitted in registration. The Signature and the Embossment Seal attached with this Document are the part of this document.

Additional District Registrar  
of Rampurhat - Birbhum

24 JAN 2018

Small & Co.

1. Najrul Islam.

2. Sarjina Bhawan

3. Kabirul Islam

4. एस्टेड सार्जिना भवानी

5. सैयिमाबिबी

For SRI SUBRATA NAYOKS PVT. LTD.

Sudrata Nayok

Signature

**SN CONSULTANTS PVT. LTD.**, (PAN- AAKCS7799F) a Private Limited Company, having its Head Office at 30, Mohan Bagan Lane, Room No. - 04, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata - 700 004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, (PAN- ABSPN7785L), By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata- 700006, hereinafter referred to as the **DEVELOPER/ SECOND PARTY** (which such term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** the First Parties are joint owner of All that piece and parcel of rayati Danga land, measuring about 04 Decimals Danga land, comprised in Dag No. 2640, and also Owner of 10 Decimals Doyem land, comprised in Dag No. 2636, both within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within Kharun Gram Panchayet i.e. in total 14 Decimals land, more fully described in the schedule 'A' written hereunder.

**AND WHEREAS** the First Party No. 1 herein, Najrul Islam and his brother Sekh Sarja Alam, i.e. the father of the First Parties 2 to 4 and husband of the First Party No. 5 were joint owner of the said property by purchase by three registered Deeds of Sale.

**AND WHEREAS** out of said entire property said Sekh Sarja Alam and Najrul Islam by the Deed of Sale, dated 15.02.2002 registered in the office of Addl. District Sub-Registrar, Howrah vide Book No. 1, Volume No. 38, Pages 5 to 8, Being No. 3163, for the year 2002 jointly purchased 4- 7/10 Decimals Danga land comprised in Dag No. 2640 of said Mouza Atla from the then owner Gajanan Das.

**AND WHEREAS** said Sekh Sarja Alam and Najrul Islam by another Deed of Sale, dated 23.01.2003, registered in the Office of Addl. District Sub-Registrar, Howrah, vide Book No. 1, Volume No. 33, Pages 221 to 228, Being No. 2241, for the year 2006 purchased 3 - 4/5 Decimals Doyem land, comprised in Dag No. 2636 of said Mouza Atla from its then owner Madan Mohan Dutta and Dulal Let.

Cont....P/3

1. Najrul Islam -

2. Sarjina Khatun

3. Kabirul Islam

4. সেক্ষ সার্জা আল ইসলাম

5. ত্রেবিনাছিনি

For  
Sudanta Nayak  
Secretary

AND WHEREAS similarly said Sekh Sarja Alam and Najrul Islam by the Deed of Sale, dated 14-05-2010, registered in the Office of Addl. District Sub-Registrar, Howrah, vide Book No. 1, CD Volume No. 10, Pages 1045 to 1057, Being No. 03683, for the year 2010 purchased 3-8/10 Decimals Doyam land, comprised in Dag No. 2636 of said Mouza Atla from its then owners Golok Bihari Das and Joytirmoy Das.

AND WHEREAS while thus seized and possessed of the said entire property, measuring about 14 Decimals, more fully described in the schedule 'A' written hereunder, said Sekh Sarja Alam died on 18/11/2011 leaving behind his wife Rebina Bibi, one daughter Sarjina Khatun and two son's Kabirul Islam and Sekh Sahinul Islam, the First Parties No. 2 to 5 herein, as his legal heirs and accordingly the First Parties herein are jointly enjoying the said property free from all encumbrances;

AND WHEREAS the First Parties/Owners are now desirous to develop the said property by constructing multi-storied building thereon and for that purpose the First Party approached the Second Party / Developer and the Developer/ Second Party accepted such proposal of the Owners / First Parties and has agreed to construct the said proposed multi-storied buildings on the said property of Dag Nos. 2640, and 2636, both within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within Kharun Gram Panchayet, measuring about 14 Decimals land, more fully described in the Schedule 'A' hereunder, according to the terms and conditions written herein below:-

Cont.....P/4

1. Nojenuul Islam.

2. Savitara Khabun

3. Kabirul Islam

4. দেব সানিউল ইসলাম<sup>(4)</sup>

স্বৈচিন্দাধি

For SW... LTD.

Sudraku Nayan  
- gatory

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

ARTICLE : 1 :: DEFINITION

Unless in these premises it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

- \* OWNER shall mean the above named owners / First Parties and their heirs, executors, administrators, legal representatives and assigns.
- DEVELOPER shall mean the above named Developer having its respective Reg. Office at 30, Mohan Bagan Lane, Room No- 4, Ground Floor, P.O.-Shyambazar, P.S.- Shyampukur, Kolkata-700 004
- THE PROPERTY shall mean the property mentioned in Schedule 'A' hereunder written, being Dag Nos. 2640, and 2636, both within Mouza Atla, J.L. No. 58, P.S. Rampurhat, District Birbhum, within Kharun Gram Panchayet, measuring about 14 Decimals land, more fully described in the Schedule 'A' hereunder.
- THE BUILDING shall mean the building to be constructed on the said property in accordance with the building plan as would be sanctioned by the Zila Parisad, Birbhum or any required Authority of the Developer.
- THE UNIT shall mean the partly or wholly constructed flat/ apartment / shop / garage in the said proposed building including proportionate share in common portion and land underneath of the said property.
- THE COMMON PORTIONS shall mean and include the common portions to be made and erected for convenient user of the flat/shop/garage etc. of the said proposed building.

1. Nojmeul Islam.

2. Saadina khobun

3. Kabeemul Islam

4. CSPEL प्राविण इस्माइल

5. त्रविनाबिषि

(5)

For SN CO. (PVT.) LTD.

Sutarka Nayak  
Secretary

- OWNERS' ALLOCATION shall mean that the owners will be allocated 35% constructed area according to the sanctioned plan including proportionate share, right, title and interest in common facilities and amenities including the right for using the said facilities, along with right to the undivided proportionate impartible share in the land.
- DEVELOPER'S ALLOCATION shall mean the balance 65% out of the total construction to be made at the said property together with proportionate share, right title and interest in common facilities and amenities including the right of user of the roof along with right to the undivided proportionate impartible share in the land with all rights of the Developer to negotiate for sale out of the said portion either to the intending purchaser/ purchasers for adjustment of its expenditure and investments of the finance for raising the said construction on the said property.
- TRANSFER WITH ITS GRAMATICAL VARIATIONS shall mean adopted for effecting what is understood as a transfer of undivided share of a multi-storied building to the purchasers thereof by executing and registering Deed or Deeds of conveyance in accordance with the provisions of law in this behalf by the purchaser on receipt of consideration.
- WORD IMPORTING SINGULAR shall include plural and vice-versa.
- WORD IMPORTING MASCULINE GENDER shall include feminine and neutral, genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral shall include masculine and feminine genders.



1. Najimul Islam.

2. Soorina Akbarun

3. Kuddusul Islam

4. CSKJ STFC 201 2520000 (7)

5. বৈশিষ্ট্য

FOR E.I. CONSULTANTS PVT. LTD.

Subrata Nayak  
Director and Signatory

- That the parties will abide by the terms and conditions hereto made and if necessary the parties hereto will enter into further agreement which will be necessary for construction of the said masonry building on the said property and for other purposes.
- That the First Parties shall not make any transfer of the developing property to any third party by way of sale, lease, let out or mortgage and/or put the property to any encumbrances in any manner whatsoever.
- That the Owner further undertakes to execute the Development Power of Attorney in favour of said **SN CONSULTANTS PVT. LTD.**, (PAN - AAKCS7799F) a Private Limited Company, having its Head Office at 30, Mohan Bagan Lane, Room No. - 04, Ground Floor, P.S. Shyampukur, P.O. Shyambazar., Kolkata - 700 004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late Bibhuti Bhushan Nayok, (PAN-ABSPN7785L), By caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700006, the Second Party/Developer herein, for the purpose of making such construction at its own risk, responsibility, cost and expenses as well as the power to negotiate with the intending Purchaser/Purchasers for sale of the flats, garages shop rooms etc. and to register the deeds documents, whatsoever, required for sale of the Developer's allocated portion along with owner share of allocated for him along with land share for such constructed area without any interference or obstruction of the owner.
- The Owner has not received any notice for requisition or acquisition of the said property or any part or portion thereof.
- That the proportionate cost for transformer, generator or other amenities if required will be borne by the Owners.

1. Najmul Islam.

2. Soaira Islam

3. Kabeer Islam

(8)

4. Owner Construction Estate

5. Development

For Signature of the Parties

Subrata Singh

### ARTICLE III :: DEVELOPER'S RIGHT

- The Second Party /Developer has got original copies of all the title Deeds for investigating the title of the owner in the said property and the First Party undertakes to handover all original deeds and documents to the Second Party / Developer as and when be demanded by the Second Party.
- That on the Power and by virtue of this agreement, the Developer/Second Party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertakes to erect the said building /buildings as per the building plan at its own cost and expenses.
- That the Second Party/Developer is hereby empowered to suitably modify or alter the sanction plan as and when required and submit the same for approval of the Birbhum Zila Parisad or required Authority with the previous written consent of the owner but the same if at all done, the entire costs and expenses shall be borne by the Second Party/Developer alone and the owner shall not bear any responsibility in this respect.
- That the Second Party/Developer herein shall have its rights to exploit its own allocation i.e. 65% of the constructed area, as mentioned above and can sell the same on behalf of the Owner/First Party with due possession to the intended purchaser/purchasers for realization, of cost of the construction of the said building.
- The Developer shall throughout hereafter and always save harmless and keep indemnified the owner and its estate and effects of from and against all actions, costs, charges, expenses, damages, fines, penalties, civil and criminal actions or actions of revenue authorities or any other action of any nature whatsoever resulting on account of any act of omission or any breach, delay or default on the part of the Developer in developing the said property or any rules, regulations, terms and conditions or otherwise.



1. Nafizul Islam.

2. Savitri Chakrabarti

3. Kabi KUMAR

(9)

4. CSTAR SAHIN

5. ত্রিভাঙ্গি

For the Registrar

Sudhakar Singh

- The Developer shall in course of erection and completion of the said building do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the Building Rules and Regulation of Birbhum Zila Parisad or any required Authority and the Rules and Regulations of other statutes applicable thereto and shall throughout save harmless and keep the owner indemnified of from and against all claims for the fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the authorities in respect of the said work or of anything done or caused to be or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay all claims easements, outgoing rates, impositions and burdens at any time hereafter chargeable against the owners relating to the said property or building or structure thereon as and when they shall become due and payable and shall keep the owners indemnified of from and against the payment thereof.
- The Developer shall at its own costs, risk and responsibility obtain all other necessary permissions and sanctions, extensions etc. from the Birbhum Zila Parisad and all other concerned authorities for the development of the said property and erection of the building on the said property.
- The Developer shall not at anytime cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences, suffering, hardship, disturbance, or obstacle to the owners or the occupants of the neighboring properties.
- It shall be the responsibility of the Developer to complete the development and construction within the prescribed period of 5 (Five) years from the date of sanctioned plan of the said property.
- The stamp duty, registration and all other out pocket expenses of this agreement and the conveyance shall be borne and paid by the Developer.

1. Najeeb ul Islam.

2. Sarjina Khatoon

3. Kabeer ul Islam (10)

4. 10000 साहित्यन ईशनास

5. लेखिका विधि

For SN CONFIDENTIAL NTS PV 1

Subrata Singh  
Authorized Signatory

- The Developer/Second Party shall be entitled to appoint its own labours, masons, contractor, builder, engineer, architect necessary for raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibilities shall remain with the Developer/Second party and to that effect the Owners/First Parties shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventually takes place at the time of or after construction is completed and handing over to the prospective purchaser. The Second Party/Developer shall also remain liable for any litigation for any matter relating to the building/buildings and payment of Municipal Taxes etc. from the date of vacant possession received by the Developer from the owner on receipt or acknowledgement thereof till the time to disburse the same to the purchasers of the flats/units and the owners' allocation.
- That if the Owners intend to sell their share allocation through the Developer, the Developer shall accept the said offer and do the needful and hand over the sale proceeds to the Owners after adjustment of the aforesaid adjustable amount, if not paid and/or adjusted earlier.
- That the Developer/Second party for the purpose of raising the said construction shall have absolute right to enter into any agreement for sale of flats / apartments, shop rooms, garages etc. and to that effect the Developer shall be entitled to receive the earnest money from the intending Purchasers together with all advance thereof.

1. Najeeb ul Hasan

2. Sorina Khatri

3. Kabeer Khan (I)

4. 100% STAFF

5. 100% STAFF

Subroto Nayak  
Dir...

#### ARTICLE IV :: APARENT CONSIDERATION

That in consideration of this agreement to allow the Developer/Second Party to construct the building on the said property and it is hereby settled that the owner shall receive 35% constructed area according to the plan as stated hereinbefore free of cost (which shall be treated as consideration against this agreement) and the Developer has already paid Rs. 12,84,000/- (Rupees Twelve Lac Eighty Four Thousand) only to the Owners/First Parties as per Memo of Consideration written herein below. The said Rs. 12,84,000/- (Rupees Twelve Lac Eighty Four Thousand) is adjustable from the area of the owners' allocation at the rate of Rs. 1,200/- (Rupees One Thousand Two Hundred) per Sq. feet.

#### ARTICLE - V :: DEVELOPER'S RIGHT AND RESPONSIBILITY

- The Developer hereby undertakes to complete the whole complex within 5 (Five) years from the date of sanction of the building plan and/or delivery of vacant possession of the said property by the owners to the Developer.
- To incur and pay all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
- To bear all costs charges and expenses for construction of the building at the said premises and pay all taxes.
- That the Developer shall be entitled to obtain loan from any Bank or Banks whether Nationalized or Private or any authority or authorities or any Financial Institution in respect of the said multi storied building including further construction as aforesaid for completing the said project as and when required by way of mortgage, the said schedule maintained property without consent of the owners, at its own risk. If any signature required of owners as guarantor or other purpose for loan, owner shall sign for the same.
- That the Developer shall have the absolute right to amalgamate the Schedule land with adjoining plot of land without any consent from the owners and in which such event, the Owners shall not raise any objection.
- To allocate the owners' allocation within the said stipulated period of 5 (Five) years from the date of sanction of the plan and/or delivery of vacant possession of the said property. The owner will get 35% constructed area and the same will be allotted as mentioned above free of cost as specified in the Article -VI.

1. Nojewulyslam

2. Sonibera Khatur

3. KabeerulIslam (12)

4. MRS. S. P. S. S. S.

સુભાષિનીબાઈ

For and on behalf of

Subanta Nayak  
Authorized Signatory

#### ARTICLE - VI: OWNERS' ALLOCATION

The Owners/First parties will get 35% of the total constructed area of the said proposed buildings together with proportionate undivided share and interest in the land underneath along with proportionate common/joint easement rights and amenities as would be available in the said building. The owner's allocated area will be constructed as per specification mentioned in the schedule 'B' hereunder written.

#### ARTICLE - VII: DEVELOPER'S ALLOCATION

The Developer/Second Party shall be entitled to get the remaining 65% of the total constructed area of the said buildings together with proportionate undivided share and interest of the land underneath along with of the roof of the said buildings. The Developer shall be entitled to enter into an agreement for sale and/or transfer to any intending purchaser/purchasers and to receive and realize and collect all moneys in respect thereof.

#### ARTICLE - VIII: PROCEDURE

8.1 That the First Parties/Owners shall immediately after the execution of this agreement execute in favour **SN CONSULTANTS PVT. LTD.**, a Private Limited Company, having its Head Office at 30, Mohan Bagan Lane, Room No. - 04, Ground Floor, P.S. Shyambazar, P.O. Shyambazar, Kolkata - 700 004, represented by its one of the Director **SRI SUBRATA NAYOK**, son of Late. Bibhuti Bhushan Nayok, by Caste Hindu, By Nationality Indian, by occupation Business, residing at "PRERNA" Flat No: 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700006, the Developer herein one registered irrevocable power of attorney for construction of the said proposed multi-storied building and to enter into agreement for sale or let out or transfer in any manner of the flats and shop rooms, car parking space/cover spaces of the said building to any intending Purchaser / Purchasers and to receive earnest money and consideration amount and to sign, execute and admit execution and to present for registration all the deeds of conveyance/sale before the registering authority and to register the same according to law.

1. Najeeb ul Hasan

2. Savitri Khatri

3. Kubil Bham

4. ज्ञान साहित्य मंडल

5. वेबि नासि

FIN

Subrata Nayak

#### ARTICLE - IX :: CONSTRUCTION OF BUILDING

- The Developer shall be solely and exclusively responsible for construction of the building at the same property.

#### ARTICLE - X :: BUILDING

- The Developer shall at its own cost, expenses, risk and responsibility complete the said proposed building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials within a period of 5 (Five) years from the date of sanction of the building plan.
- The Developer shall install and erect in the said building at its own cost as per the specifications and also as per drawings provided by the architect, i.e. pump, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and electrification in the building and also in the respective flats, garage, shop room etc. through concealed wirings and other facilities as are required to be provided in residential multi-storied building in ownership basis or otherwise.
- The Developer shall complete the building in all respects including electrical, sanitary and water supply work without side plastering and with decent colourings of the outside and inside the building (except the individual units) in a total completed manner.

1. Nojmeul Islam.

2. Sanjiver Khobur

3. Kubirul Islam (14)

4. STOR/ST/2/17/2/ST/17/17

5. ST/17/17/17

... LTD.  
Subrata Nayak

#### ARTICLE - XI :: COMMON FACILITIES

- The Developer shall pay and bear all Municipal Taxes and other dues and impositions and outgoings in respect of the said premises accruing due as and from the date of this agreement till handover possession within the said stipulated period in favour of the owner as well as other flat owners. But if any amount to be paid by the Developer regarding previous dues all such payment shall be adjusted from the owners' allocation in the newly constructed building.
- After completion of the total construction, the Developer and the Owners including their respective assigns will bear the cost of common facilities and maintenance charges like cost of lift, if any, Durwans, Pump, Motor and electric charges including proportionate share of premium for the Insurance of the building, if any, and water, fire and scavenging charges etc.

#### ARTICLE - XII :: LEGAL PROCEEDINGS

- It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings which may arise in respect of the development of the said premises after the sanction of the plan and all cost charges and expenses incurred for that purpose shall be borne and paid by the Developer alone.

#### ARTICLE - XIII :: DEVELOPERS INDEMNITY

- The Developer hereby undertakes to keep the owner indemnified against all third party claim including intending purchasers or trespassers and actions arising out of any sorts of act of commission of the Developer or relating to the construction of the building.
- The Developer hereby undertakes to keep the owners indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the manner of constructing for the said building and/or any defect or deviation therein.

1. Najeebullah

2. Sarina Khan

3. Kabeerul Islam (15)

4. CTO साहित्य एकादश

5. साहित्य एकादश

For S

PVT. LTD.

Subrata Nayak  
Signature

ARTICLE - XIV :: MISCELLANEOUS

- The Owners and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association of persons.
- The Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in that matter and the Owners shall execute any such additional Power of Attorney and/or authorization in favour of the Developer for that purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds and matters and things do not in any way infringe on the right of Owners and/or against the spirit of the agreement.
- The Developer shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agree to abide by the rules and regulations of such management society, association, holding organization and hereby give their consent to abide by the same.
- The name of the building shall be decided later on by the developer.
- On and from the date of completion of the building and handing over possession the developer and/or transferees and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective areas and/or share of the constructed area.

1. Najeeb ul Islam

2. Sarina khatoon

3. Kuberul Islam (16)

4. अथवा साहिबुल इस्लाम

5. इस्तिनासिफ

DATE: 01/11/2018

Subrata Nayak  
Notary

#### ARTICLE - XV :: FORCE MAJEURE

- The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force Majeure and shall be suspended from the obligations during the duration of the force Majeure as understood in law.
- Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or any other act or commission beyond the reasonable control of the Developer.

#### ARTICLE - XVI :: ARBITRATION

- If any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the Arbitrator to be appointed by Court and decision of said Arbitrator shall be final and binding upon the parties.

#### SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of rayati Bastu land, measuring in total about 14 Decimals out of which 04 Decimals, comprised in L.R. Dag No. 2640 and 10 Decimals, comprised in L.R. Dag No. 2636, both within Mouza Atla, J.L. No. 58, L.R. Khatian No 2174, 2231, 3017, 3018, 3015 & 3016, P.S. Rampurhat, District Birbhum, within Kharun Gram Panchayet, together with all other rights of easement attached thereto, butted and bounded as follows :-

ON THE NORTH : Land of Prabir Pal, Prakash kr. Ghosh & Others.

ON THE SOUTH : Sukumar Dham & Srata Nayok.

ON THE EAST : Gram panchayet Road.

ON THE WEST : Dag No.- 2649



1. Nojorul Islam.

2. Sarfira Khair

3. Kubruul Islam (17)

4. CSRS সার্ভিস ইন্সটিটিউট

5. সৌখিনাবিবি

FOR SN CONSULTANTS LTD.

Subrata Nayak  
District/Authorised Signatory

**SCHEDULE "B" ABOVE REFERRED TO**  
( Particulars of Specification for construction of flats )

1. FOUNDATION : R.C.C. foundation and R.C.C. framed Structure.
2. WALL : Brick wall for outer wall 8" inches and for inner wall 3" inches with specified plaster and paris inside the flats.
3. FLOOR : Floor will be of Glazed Tiles
4. DOORS : Door frames will be of good quality sal wood and doors will be commercial flash door.
5. WINDOWS : All windows will be of aluminum sections fitted with glass panel.
6. KITCHENS : Glazed Tiles floor, black stone on cooking platform, one sink with tap water point and upto 3' feet height glazed tiles over the cooking platform will be provided.
7. TOILET : Ceramic tiles/glazed tiles upto 5' feet height, Anti Skid Tiles floor, concealed pipe line and Western Pan.
8. WASH BASIN : One wash basin will be provided in each flat.
9. ELECTRIC WIRING : Concealed electric wiring with switch board, three light point, one fan point and one plug in the bed room, two light point one fan point and one plug point in the kitchen, one light point, one fan point and one plug point in the bath room will be provided.
10. WATER SUPPLY : Water supply from the overhead tanks of the building.
11. EXTRA WORK : For any extra work, other than the above mentioned specification, the First Parties /Owners will be liable to pay extra amount in advance.

NOTE : The lay out and specification contained herein are subject to alteration / modification on account of technical reason.

IN WITNESS WHEREOF the parties put their respective seals and signatures on this day, month and year first above written.  
**SIGNED, SEALED AND DELIVERED**

**IN PRESENCE OF  
WITNESSES :-**

1. *স্বাক্ষর: আমজাদ হোসেন*  
*কুতুবপুর*

2.

1. Najmul Islam.

2. Sarjona Khatun

3. Kubeilul Islam

4. মোসাদ্দিক হোসেন ইসলাম

5. *স্বাক্ষর*

**SIGNATURE OF THE FIRST PARTIES/  
OWNERS**

For SN CONSULTANTS PVT. LTD.

*Subrata Saha*

Director/Authorised Signatory

**SIGNATURE OF THE SECOND PARTY/  
DEVELOPER**

Drafted by :-

*Ismail Sk*

Ismail Sk. (Advocate),  
Rampurhat Court.  
EN. No.- WB-331/1996

Typed by:-

*Helal Hossain*  
Helal Hossain  
Kutubpur.

1. Najeeb Islam.














2. Bortina Khaden

3. Kabirul Islam

4. অর্থ সার্ভিস ইন্সপেক্টর

১. বৈশিষ্ট্য

For Sign: TANTS PVT. LTD  
Subrata Nayak  
Director/Authorised Signatory

 Najeeb Islam					
 Bortina Khaden					
 Kabirul Islam					
 অর্থ সার্ভিস ইন্সপেক্টর					

1. Najeeb-ud-Isalam.










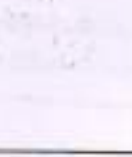






2. Sarjona Khutun

3. Kabiullah ISLAM

4. মোঃ সাফিউল ইসলাম

5. তেজি নাথি

... PVT. LTD.  
Subroto Nayak  
Director/authorized Signatory

					
					
<p>Sarjona Khutun</p>					
<p>Subroto Nayak</p>					

12

Govt. of West Bengal  
 Directorate of Registration & Stamp Revenue  
 e-Challan

GRN: 19-201718-015735029-1  
 GRN Date: 19/01/2018 10:44:14  
 BRN: IK00LHXJS3

Payment Mode: Online Payment  
 Bank: State Bank of India  
 BRN Date: 19/01/2018 10:44:56

DEPOSITOR'S DETAILS

Name: Subrata Nayok  
 Contact No.:  
 E-mail:  
 Address: Kolkata  
 Applicant Name: Mr Md Badsha Alam  
 Office Name:  
 Office Address:  
 Status of Depositor: Buyer/Claimants  
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Id No.: 03041000014825/6/2018  
(Query No./Query Year)  
 Mobile No.: +91 8926178447  
 Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	03041000014825/6/2018	Property Registration- Stamp duty	0030-02-103-003-02	5000
2	03041000014825/6/2018	Property Registration- Registration Fee	0030-03-104-001-16	7
In Words: Rupees Five Thousand Seven only			Total	5007

VERIFIED









Government of West Bengal

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




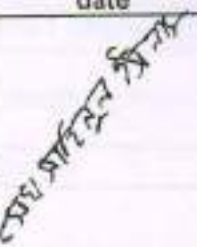






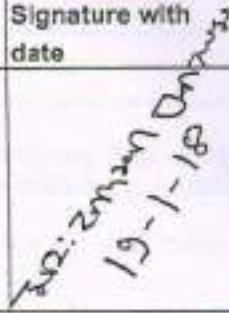
OFFICE OF THE A.D.S.R. RAMPURHAT, District Name :Birbhum

Signature / LTI Sheet of Query No/Year 03041000014825/2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Najrul Islam Bagtul, P.O:- Rampurhat, P.S:- Rampurhat, District:- Birbhum, West Bengal, India. PIN - 731224	Land Lord		 v.e.r.1-128	Najrul Islam.
2	Mrs Sarjina Khatun Bagtul, P.O:- Rampurhat, P.S:- Rampurhat, District:- Birbhum, West Bengal, India, PIN - 731224	Land Lord		 v.e.r.1-129	Sarjina Khatun
3	Mr Kabirul Islam Bagtul, P.O:- Rampurhat, P.S:- Rampurhat, District:- Birbhum, West Bengal, India. PIN - 731224	Land Lord		 v.e.r.1-130	Kabirul Islam

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
4	Mr SEKH SAHINUL ISLAM Bagtul, P.O:- Rampurhat, P.S:- Rampurhat, District:- Birbhum, West Bengal, India, PIN - 731224	Land Lord		 V.C.T. - 131	
5	Mrs REBINA BIBI Bagtul, P.O:- Rampurhat, P.S:- Rampurhat, District:- Birbhum, West Bengal, India, PIN - 731224	Land Lord		 V.C.T. - 132	
6	Mr Subrata Nayok Prerna Flat No 6c 9/a Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Developer [SN CONSULTANTS PRIVATE LIMITED]		 V.C.T. - 133	
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr MD BADSHA ALAM Son of Mr MD AMINUL ISLAM KUTUBPUR, P.O:- JAYKRISHNAPUR, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224	Mr Najrul Islam, Mrs Sarjina Khatun, Mr Kabirul Islam, Mr SEKH SAHINUL ISLAM, Mrs REBINA BIBI, Mr Subrata Nayok		 19-1-18	

(Roni Sen)

ADDITIONAL DISTRICT  
SUB-REGISTRAR  
OFFICE OF THE A.D.S.R.  
RAMPURHAT  
Birbhum, West Bengal

### Major Information of the Deed

Deed No :	I-0304-00670/2018	Date of Registration	24/01/2018
Query No / Year	0304-1000014825/2018	Office where deed is registered	
Query Date	16/01/2018 11:58:00 AM	A.D.S.R. RAMPURHAT, District: Birbhum	
Applicant Name, Address & Other Details	Md Badsha Alam Rampurhat,Thana : Rampurhat, District : Birbhum, WEST BENGAL, PIN - 731224, Mobile No. : 8926178447, Status :Others		
Transaction	Additional Transaction :		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 12,84,000/-	Rs. 94,80,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks			

### Land Details :

District: Birbhum, P.S:- Rampurhat, Gram Panchayat: KHARUN, Mouza: Atla

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2640	LR-2174	Vastu	Vastu	4 Dec	3,87,000/-	19,80,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-2636	LR-2174	Vastu	Vastu	10 Dec	9,17,000/-	75,00,000/-	Property is on Road Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>14Dec</b>	<b>12,84,000 /-</b>	<b>94,80,000 /-</b>	
		<b>Grand Total :</b>			<b>14Dec</b>	<b>12,84,000 /-</b>	<b>94,80,000 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Najrul Islam (Presentant)</b> Son of Late Saikh Jafore Ali Bagtui, P.O:- Rampurhat, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AANPI6989H, Status :Individual, Executed by: Self, Date of Execution: 18/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence
2	<b>Mrs Sarjina Khatun</b> Daughter of Late Sekh Sarja Alam Bagtui, P.O:- Rampurhat, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224 Sex: Female, By Caste: Muslim, Occupation: Student, Citizen of: India, PAN No.:: GMRPK7748L, Status :Individual, Executed by: Self, Date of Execution: 18/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence
3	<b>Mr Kabirul Islam</b> Son of Late Sekh Sarja Alam Bagtui, P.O:- Rampurhat, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224 Sex: Male, By Caste: Muslim, Occupation: Student, Citizen of: India, PAN No.:: AHSPI9819A, Status :Individual, Executed by: Self, Date of Execution: 18/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/01/2018 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence





**Mr SEKH SAHINUL ISLAM**

Son of Late SEKH SARJA ALAM Bagtui, P.O:- Rampurhat, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224 Sex: Male, By Caste: Muslim, Occupation: Student, Citizen of: India, PAN No.:: AHSPI7418K, Status :Individual, Executed by: Self, Date of Execution: 18/01/2018  
 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/01/2018  
 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence

**5 Mrs REBINA BIBI**

Wife of Late SEKH SARJA ALAM Bagtui, P.O:- Rampurhat, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: DMGPB3934P, Status :Individual, Executed by: Self, Date of Execution: 18/01/2018  
 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/01/2018  
 , Admitted by: Self, Date of Admission: 19/01/2018 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SN CONSULTANTS PRIVATE LIMITED</b> 30 MOHAN BAGAN LANE ROOM NO 04 GROUND FLOOR, P.O:- SHYAM BAZAR, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700004 , PAN No.:: AAKCS7799F, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Subrata Nayok</b> Son of Late Bibhuti Bhushan Nayok Prerna Flat No 8c 9/a Jatindra Mohan Avenue, P.O:- Beadon Street, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABSPN7785L Status : Representative, Representative of : SN CONSULTANTS PRIVATE LIMITED (as DIRECTOR)

**Identifier Details :**

Name & address
<b>Mr MD BADSHA ALAM</b> Son of Mr MD AMINUL ISLAM KUTUBPUR, P.O:- JAYKRISHNAPUR, P.S:- Rampurhat, District:-Birbhum, West Bengal, India, PIN - 731224, Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, , Identifier Of Mr Najrul Islam, Mrs Sarjina Khatun, Mr Kabirul Islam, Mr SEKH SAHINUL ISLAM, Mrs REBINA BIBI, Mr Subrata Nayok



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Najrul Islam	SN CONSULTANTS PRIVATE LIMITED-0.8 Dec
2	Mrs Sarjina Khatun	SN CONSULTANTS PRIVATE LIMITED-0.8 Dec
3	Mr Kabirul Islam	SN CONSULTANTS PRIVATE LIMITED-0.8 Dec
4	Mr SEKH SAHINUL ISLAM	SN CONSULTANTS PRIVATE LIMITED-0.8 Dec
5	Mrs REBINA BIBI	SN CONSULTANTS PRIVATE LIMITED-0.8 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Najrul Islam	SN CONSULTANTS PRIVATE LIMITED-2 Dec
2	Mrs Sarjina Khatun	SN CONSULTANTS PRIVATE LIMITED-2 Dec
3	Mr Kabirul Islam	SN CONSULTANTS PRIVATE LIMITED-2 Dec
4	Mr SEKH SAHINUL ISLAM	SN CONSULTANTS PRIVATE LIMITED-2 Dec
5	Mrs REBINA BIBI	SN CONSULTANTS PRIVATE LIMITED-2 Dec

**Endorsement For Deed Number : I - 030400670 / 2018**

On 16-01-2018

**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 94,80,000/-

*[Signature]*

**Roni Sen**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAMPURHAT**  
**Birbhum, West Bengal**

On 19-01-2018

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

Presented for registration at 18:05 hrs on 19-01-2018, at the Private residence by Mr Najrul Islam , one of the Executants.



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

Execution is admitted on 19/01/2018 by 1. Mr Najrul Islam, Son of Late Saikh Jafore Ali, Bagtul, P.O: Rampurhat, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by Profession Business, 2. Mrs Sarjina Khatun, Daughter of Late Sekh Sarja Alam, Bagtul, P.O: Rampurhat, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by Profession Student, 3. Mr Kabirul Islam, Son of Late Sekh Sarja Alam, Bagtul, P.O: Rampurhat, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by Profession Student, 4. Mr SEKH SAHINUL ISLAM, Son of Late SEKH SARJA ALAM, Bagtul, P.O: Rampurhat, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by Profession Student, 5. Mrs REBINA BIBI, Wife of Late SEKH SARJA ALAM, Bagtul, P.O: Rampurhat, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by Profession House wife

Indetified by Mr MD BADSHA ALAM, , Son of Mr MD AMINUL ISLAM, KUTUBPUR, P.O: JAYKRISHNAPUR, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by profession Others

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

Execution is admitted on 19-01-2018 by Mr Subrata Nayok, DIRECTOR, SN CONSULTANTS PRIVATE LIMITED, 30 MOHAN BAGAN LANE ROOM NO 04 GROUND FLOOR, P.O:- SHYAM BAZAR, P.S:- Shyampukur, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700004

Indetified by Mr MD BADSHA ALAM, , Son of Mr MD AMINUL ISLAM, KUTUBPUR, P.O: JAYKRISHNAPUR, Thana: Rampurhat, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by profession Others

**Roni Sen**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAMPURHAT**  
**Birbhum, West Bengal**

**On 24-01-2018**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2018 10:44AM with Govt. Ref. No: 192017180157350291 on 19-01-2018, Amount Rs: 7/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00LHXJS3 on 19-01-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,000/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,000/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5356, Amount: Rs.5,000/-, Date of Purchase: 18/01/2018, Vendor name: Ganesh Ch Dey

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2018 10:44AM with Govt. Ref. No: 192017180157350291 on 19-01-2018, Amount Rs: 5,000/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00LHXJS3 on 19-01-2018, Head of Account 0030-02-103-003-02

**Roni Sen**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAMPURHAT**  
**Birbhum, West Bengal**



Date of Registration under section 60 and Rule 69.

stated in Book - I

same number 0304-2018, Page from 10642 to 10677

Deed No 030400670 for the year 2018.



Digitally signed by Roni Sen  
Date: 2018.01.25 17:42:05 +05:30  
Reason: Digital Signing of Deed.

(Roni Sen) 25/01/2018 17:41:59  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAMPURHAT  
West Bengal.

(This document is digitally signed.)