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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

24 JAN 2025

1. **Date:** 24th January 2025
2. **Place:** Kolkata
3. **Parties:**
 - 3.1. **Mrs. Gol Sahanara Bibi (having PAN NO. AGLPG6794L) & (AADHAAR No. 3929 3822 1528),** Wife of Abdul Majid by faith-Islam, by occupation -Business, by Nationality-Indian, having residing at East Beraberia, R- Gopalpur, Post Office - Rajarhat Gopalpur, Police Station - Narayanpur, District - North 24 Parganas, West Bengal, Pin Code- 700136.

225455

Sold to PANKAJ SHROFF & CO.
ADVOCATE
Diamond Heritage, No 11, 6th Flr
16, Strand Road,
Kolkata- 700 001

No. _____
Address _____
P. _____
Date _____

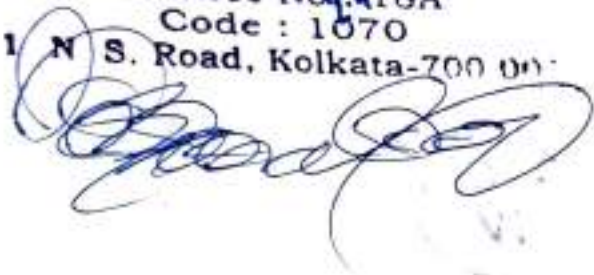
24 DEC 2024

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SIPRA DEY

Licence No: 18A
Code : 1070

1 N S. Road, Kolkata-700 001



ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
24 JAN 2025

- 3.2. **Mr. Abdul Mujid (having PAN NO. AIDPM6223C) & (AADHAAR No. 9729 0453 2145)**, Son of Abdul Sattar by faith- Islam, by occupation -Business, by Nationality-Indian, having residing at East Beraberia, Airport, R- Gopalpur, Post Office - Rajarhat Gopalpur, Police Station - Airport, District - North 24 Parganas, West Bengal, Pin Code- 700136.

(Hereinafter jointly referred to and called as the "LANDOWNERS/OWNERS" (which term or expression shall unless be excluded by or repugnant to the context or subject be deemed to mean and include all their legal heirs, heiresses, executors, legal representatives, administrators and/or assigns) of the **ONE PART**

AND

- 3.3 **SHREE SAI INFRASTRUCTURE DEVELOPMENT (having PAN AEMFS2371A)**, a partnership firm within the meaning of The Indian Partnership Act, 1932, having its registered office at CE/1/A/9, Street No.214, ActionArea -I, New Town, Police Station New Town, Kolkata - 700 156, represented by its Partners namely, **(i) Mr. Ashish Kumar Dandapat** son of Ajit Kumar Dandapat **(having PANAGRPD2491H and Aadhaar 7422 8086 6536)** and **(i) Mr. Biswajit Majumdar** son of Binod Chandra Majumdar **(having PAN AOQPM5108K and Aadhaar 8947 4111 2658)** and **(iii) Mr. Sanjay Bangal** son of Late Ajit Kumar Bangal **(having PAN AKCPB2483N and Aadhaar 2282 5296 5419)** hereinafter called and referred to the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and to include its' partners for the time being, their respective heirs executors administrators legal representatives, successors-in-interest, and assignees) of the **OTHER PART**.

Landowners and Developer, individually **Party** and collectively **Parties**.

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

4. Subject Matter of Agreement

Said Property: ALL THAT piece and parcel of vacant Danga Land altogether admeasuring about 66 decimal i.e. 36 decimal out of 51 Decimal comprised in R.S./L.R. Dag No. 3899 AND 30 decimal be the same little more or less out of 1.04 Acre comprised in R.S./L.R. Dag No.3900 recorded under L.R. Khatian No. 7359 and 7360 respectively under holding No. B.M.C 2/56, BL-H (name of Gol Sahanara Bibi) and B.M.C 2/57, BL -H (name of Abdul Mujid) lying and situated at Mouza – Gopalpur, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat, District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur , within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances and demarcated the plan attached herewith and delineated as Red border therein and more fully or particularly described in the **First Schedule** hereunder written and herein referred the "Said Property" which is the subject matter of the Development Agreement.

5. Background

5.1 Ownership of said Property:

R.S./L.R. Dag No. 3899

5.1.1 Absolute Ownership of Amitabh Bose alias Amitava Bose:-

That one Shri Hari Lal Shaw, the heir of Bechu Lal Shaw, since deceased, being owner and possessor while seized and possessed of Danga Land admeasuring about **75 Decimal** be it same or more or less comprised in R.S. Dag Nos. 3899 and 3903 recorded under R.S. Khatian No. 1984 lying and situated at Mouza – Gopalpur, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, Under former Police station Airport at present Narayanpur, in the District North 24 Parganas, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto sold, transferred and conveyed the said land to

Amitabh Bose alias Amitava Bose Son of Late Adhir Kumar Bose by virtue of a Deed of Conveyance dated on 28th day of Aril, 1977 and registered in the District Registrar office at Alipore and recorded in Book No I, Volume No. 35, Pages from 217 to 230, Being No. 2581, for the year 1977 and delivered peaceful possession thereof.

That by the virtue of the aforesaid deed of conveyance said Amitabh Bose alias Amitava Bose became the sole owner and possessor of the said land and being the owner seized and possessed the said land and was enjoying the same with his good rights, titles and interests and absolute power of ownership together with every right to sell or transfer the said land to anybody and anyway.

5.1.2 Ownership of M/S Montan Equipment And Allied Services

Private Limited: That said **Amitabh Bose alias Amitava Bose** being the owner and possessor of the aforesaid Land sold, transferred and conveyed the piece or parcel of Danga land measuring of **36 Decimal** equivalent to 1 Bigha 1 Katha and 12 Chittack be it same or little more or less out of 51 Decimal comprised in **R.S./L.R. Dag No. 3899** recorded under **R.S. Khatian No. 1984** lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur ,within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances to **M/S Montan Equipment And Allied Services Private Limited** by virtue of Deed of Conveyance dated **10th day of March, 1998** registered in the office of Registrar of Assurance , Kolkata and recorded in Book No. I, Volume No. 5, Pages from 475 to 488 Being No. 1974 for the year 1988 and delivered possession thereof. That by virtue of the aforesaid Deed of Conveyance said **M/S Montan Equipment And Allied Services Private Limited** became the owner and possessor of the said land and mutated their name under the Holding No.R.G.M./83/2001 before the Rajarhat Gopalpur Municipality in respect of the purchased land and being the owner seized and possessed of the said land and were enjoying the same

with their good rights, titles and interests and absolute power of ownership by paying the due rent, rates and taxes to the respective Authority and sufficiently entitled to the said land, free from all encumbrances together with every right to sell or transfer anybody in any way.

5.1.3 Ownership of Gol Sahanara Bibi and Abdul Mujid, Present

Land Owner in R.S./L.R. Dag No. 3899:- That said **M/S Montan Equipment And Allied Services Private Limited** being the owner and possessor of the aforesaid Land sold, transferred and conveyed the piece or parcel of Danga land measuring **36** Decimal equivalent to 1 Bigha 1 Katha and 12 Chittack be it same or little more or less out of 51 Decimal comprised in **R.S./L.R. Dag No. 3899** recorded under **R.S. Khatian No. 1984** under the Holding No. R.G.M./83/2001 lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances to **Gol Sahanara Bibi** wife of Abdul Mujid and **Abdul Mujid** son of Abdul Sattar for the consideration mentioned therein by virtue of Deed of Conveyance dated **2nd July 2003** registered in the office of A.D.S.R. Bidhannagar, Salt Lake City in the District North 24 Parganas and recorded in Book No. I, Volume No. 390, Page from 46 to 70 Being No. **06543** for the year **2004** and delivered peaceful possession thereof.

5.1.4. Recorded By Gol Sahanara Bibi and Abdul Mujid, Present Land

Owner in R.S./L.R. Dag No. 3899:- That by the virtue of the aforesaid Deed of Conveyance **Gol Sahanara Bibi and Abdul Mujid, Present Land Owner** become the joint owners and possessors of the said piece or parcel of Danga land measuring **36** Decimal equivalent to 1 Bigha 1 Katha and 12 Chittack be it same or little more or less out of 51 Decimal comprised in **R.S./L.R. Dag No. 3899** recorded under **R.S. Khatian No. 1984** under the Holding No. R.G.M./83/2001 lying and situated at **Mouza –**

Gopalpur, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No.2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata - 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances and being the owners they recorded their name under **L.R. Khatian No. 7359 and 7360** before the Block Land and Land Reforms Office at Rajarhat in the District North 24 Parganas in respect of the aforesaid purchase land being the equal share owner (each of 18 Decimal) of the said land and being the recorded owners have seized and possessed the said land and are enjoying the same with their right, title and interest and absolute power of ownership by paying the due rent, rates and taxes to the respective Authority and sufficiently entitled to the said land, free from all encumbrances together with every right to sell or transfer to anybody in any way.

R.S./L.R. Dag No. 3900

5.2.1 Ownership of Amitabh Bose alias Amitava Bose:- That one **Enayet Ali Mondal and** his mother, **Jahurunnessa Bibi** being the joint owners while seized and possessed of the Danga Land altogether admeasuring about **187.58 Decimal** equivalent to **5 Bigha 13 Katha 11 Chattack** be it same or more or less comprised in **R.S. Dag No. 3889** recorded under **R.S. Khatian No.348** and **R.S. Dag No. 3900** recorded under **R.S. Khatian No. 289** lying and situated at **Mouza - Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, Under former Police station Airport at present Narayanpur, in the District North 24 Parganas, Kolkata - 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto jointly sold, transferred and conveyed unto the **Amitabh Bose alias Amitava Bose** Son of Adhir Chandra Bose by virtue of a Deed of Conveyance dated on **26th day of Aril, 1977**, registered at District Sub Registry at Alipore recorded in Book No I,

Volume No 94, Pages from 274 to 286, **Being No. 2401**, for the year **1977** and delivered peaceful possession thereof. That by the virtue of the aforesaid deed of conveyance said **Amitabh Bose alias Amitava Bose** became the sole owner and possessor of the said land and being the owner seized and possessed of the aforesaid purchased Land and was enjoying the same with his good rights, titles and interests and absolute power of ownership together with every right to sell or transferred the said land to anybody in any way.

5.2.2 Ownership of M/S Montan Equipment And Allied Services

Private Limited: That said **Amitabh Bose alias Amitava Bose** being the owner and possessor of the aforesaid Land sold, transferred and conveyed **ALL THAT** piece or parcel of Danga land measuring **30 Decimal** equivalent to 18 Katha and 2 Chittack 29 Sq. ft be it same or little more or less out of 1.04 Acre comprised in **R.S./L.R. Dag No. 3900** recorded under **R.S. Khatian No. 289** lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances to **M/S Montan Equipment And Allied Services Private Limited** by virtue of Deed of conveyance dated **10th day of March, 1998** registered in the office of Registrar of Assurance, Calcutta and recorded in Book No. I, Volume No. 3, Pages from 489 to 502 Being No. 1975 for the year 1998 and delivered peaceful possession thereof.

That by virtue of the aforesaid Deed of conveyance said **M/S Montan Equipment And Allied Services Private Limited** became the owner and possessor of the said land and mutated their name under the Holding No. R.G.M./84/2001 before the Rajarhat Gopalpur Municipality and being the owner seized and possessed the said Land and were enjoying the same with their rights, titles and interests and absolute ownership rights by paying the due rent,

rates and taxes to the respective Authority and sufficiently entitled to the said land, free from all encumbrances together with every right to sell or transfer anybody in any way.

5.2.3 Ownership of Gol Sahanar Bibi and Abdul Mujid, Present Land

Owner in R.S./L.R. Dag No. 3900:- That said **M/S Montan Equipment And Allied Services Private Limited** being the owner and possessor of the aforesaid Land sold, transferred and conveyed the piece or parcel of Danga land measuring **30** Decimal equivalent to 18 Katha and 2 Chittack 29 Sq. ft be it same or little more or less out of 1.04 Acre comprised in **R.S./L.R. Dag No. 3900** recorded under **R.S. Khatian No. 289** lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances to **Gol Sahanara Bibi** wife of Abdul Mujid and **Abdul Mujid** son of Abdul Sattar for the consideration mentioned therein by virtue of Deed of conveyance dated **2nd July 2003** registered in the office of A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 390, Pages from 21 to 45 being No. **06542** for the year **2004** and delivered possession thereof.

5.2.4. Recorded By Gol Sahanara Bibi and Abdul Mujid, Present

Land Owner in R.S./L.R. Dag No. 3899:- That by the virtue of the aforesaid Deed of Conveyance **Gol Sahanara Bibi and Abdul Mujid, Present Land Owner** become the joint owners and possessors of **ALL THAT** piece or parcel of Danga land measuring **30 Decimal** equivalent to 18 Katha and 2 Chittack 29 Sq. ft be it same or little more or less out of 1.04 Acre comprised in **R.S./L.R. Dag No. 3900** recorded under **R.S. Khatian No. 289** lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal

Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances and being the owners they recorded their name under **L.R. Khatian No. 7359 and 7360** before the Block Land and Land Reforms Office at Rajarhat in the District North 24 Parganas in respect of the aforesaid purchase land being the equal share owner of the said land (Each 15 Decimal) and being the recorded owners have seized and possessed the said land and are enjoying the same with their right, title and interest and absolute ownership rights by paying the due rent, rates and taxes to the respective Authority and sufficiently entitled to the said land, free from all encumbrances together with every right to sell or transfer anybody in any way.

5.2.5. Absolute Ownership of Gol Sahanara Bibi and Abdul Mujid,

Present Land Owner in R.S./L.R. Dag No. 3899 & 3900:- That

being the L.R. recorded owners and possessors **Gol Sahanara Bibi and Abdul Mujid, Present Land Owner** also recorded their name under holding No. **B.M.C 2/56, BL -H** (name of **Gol Sahanara Bibi**) and **B.M.C 2/57, BL -H** (name of **Abdul Mujid**) before Bidhannagar Municipal Corporation in respect of their possessed land and have being seized and possessed of the piece and parcel of Danga Land altogether admeasuring about **66 Decimal i.e. 36 Decimal** be it same or more or less out of 51 Decimal comprised in **R.S./L.R. Dag No. 3899 AND 30 Decimal** recorded under **L.R. Khatian No. 7359 and 7360** respectively under holding No. **B.M.C 2/56, BL -H** (name of **Gol Sahanara Bibi**) and **B.M.C 2/57, BL -H** (name of **Abdul Mujid**) lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances and more

fully, particularly described in the **First schedule** hereunder written and herein referred the "**Said Property**" and are enjoying the same peacefully, freely, absolutely without any interruptions from any corners together with good right, title and interest and ownership rights by paying the due rent, rates and taxes to the respective Authority and sufficiently entitled to the said land together with every right to sell, convey, transfer and gift the same to any intending Purchaser or Purchasers or anybody or at any way under any terms and conditions as the present Landowners will think fit and proper.

Thus, on the basis of abovementioned fact, recital and record said **Gol Sahanara Bibi and Abdul Mujid, Present Land Owners**, become joint owners and possessors of the "**Said Property**" which is free from all encumbrances and which is the subject matter of the Development Agreement and more fully, particularly described in the **First schedule** hereunder written.

- 5.3 **Desire of Development of the Land & Acceptance** : The said **Gol Sahanara Bibi and Abdul Mujid, Present Land Owners** herein express their desire to develop the aforesaid plot of land measuring **ALL THAT** piece and parcel of Danga Land altogether admeasuring about **66 Decimal i.e. 36 Decimal** be it same or more or less out of 51 Decimal comprised in **R.S./L.R. Dag No. 3899 AND 30 Decimal** recorded under **L.R. Khatian No. 7359 and 7360** respectively under holding No. **B.M.C 2/56, BL -H** (name of **Gol Sahanara Bibi**) and **B.M.C 2/57, BL -H** (name of **Abdul Mujid**) lying and situated at **Mouza – Gopalpur**, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances and more fully particularly described in the **First schedule** hereunder written and herein referred the "**Said Property**" by Constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Landowners have decided to enter into this present Development Agreement with the Developer herein

for the for the land mentioned above and explain the First Schedule herein under written.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I – DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and /or buildings forming part of the Project as defined hereinafter.

- ii) **CARPET AREA** shall mean carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation — For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Intending Purchasers.

- iii) **CONSENTS** shall mean the planning permission and all other consents, licenses, Permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion, use and occupation of the development and the new Building and /or Buildings.

- iv) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said Project to be used in common by all the owners and occupiers of the said new building and/or

buildings forming part of the Project including the common roof as morefully described in the **FOURTH SCHEDULE** hereunder written.

- v) **COMMERCIAL SPACE** shall mean a part or portion of the said new building to be reserved for commercial use.
- vi) **DEVELOPMENT AGREEMENT** shall mean this Agreement and include any supplemental document executed by the Parties in respect of the said Property.
- vii) **DEVELOPER** shall mean the said **SHREE SAI INFRASTRUCTURE DEVELOPMENT** and shall include its' partners for the time being, their respective heirs executors administrators legal representatives, successors-in-interest, and assignees.
- viii) **FLATS /UNITS/APARTMENTS/ SHOPS-COMMERCIAL SPACE /CONSTRUCTED SPACES** shall mean the various flats, units, apartments, shops-commercial space, constructed spaces and car parking spaces to be comprised in the new building and /or buildings and to be used for residential and /or commercial purposes and to be ultimately held and /or owned by various persons on ownership basis.
- ix) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, shops-commercial units, constructed spaces and car parking spaces at the New Building on ownership basis.
- x) **NEW BUILDING** shall mean and include the new building or buildings having minimum sanction of G+4 storied to be constructed erected and completed by the developer in accordance with the map or plan to be sanctioned by the competent authority and /or authorities with such modifications and /or alterations as may be deemed necessary by the architect of the New Building.
- xi) **OWNERS** shall mean the said **Gol Sahanara Bibi (PAN NO. AGLPG6794L) and Abdul Mujid (AIDPM6223C)** and shall

include their respective heirs, legal representatives, executors, administrators, successors and/or assigns.

- xii) OWNER'S ALLOCATION:-** FIRSTLY It shall mean and include 45% share of the constructed area of the commercial space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building, AND SECONDLY it shall mean and include 45% share of the constructed area of the residential space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building. The aforesaid allocated share of the LANDOWNERS morefully described in the SECOND SCHEDULE hereunder written.
- xiii) DEVELOPER'S ALLOCATION:-** FIRSTLY It shall mean and include 55% share of the constructed area of the commercial space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building, AND SECONDLY it shall mean and include 55% share of the constructed area of the residential space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building. The aforesaid allocated share of the LANDOWNERS morefully described in the THIRD SCHEDULE hereunder written.
- xiv) REFUNDABLE SECURITY DEPOSIT:** It shall mean and include a sum of Rs.2,30,00,000/- [Rupees Two Crore Thirty Lakhs] only which shall be paid by the DEVELOPER to the LANDOWNERS within 7 days of this Development Agreement and the said sum of Rs.2,30,00,000/- [Rupees Two Crore Thirty Lakhs] only shall be treated to be the security deposit which

shall be refunded without interest by the LANDOWNERS to the DEVELOPER within 12 (Twelve) months from the date of obtaining building sanction plan.

- xv) **PLAN** shall mean all the plan to be sanctioned by the authorities concerned and shall include such modifications and /or alterations made thereto from time to time and sanctioned by the authorities concerned.
- xvi) **PROJECT** shall mean the Project to be undertaken by construction, erection and completion of new building and /or buildings at the said Property as defined hereinafter and to be enjoyed by the Parties to this Development Agreement as per the allocated share together with absolute right to transfer by any mode of transfer to their respective purchaser or purchasers.
- xvii) **PROJECT** shall mean the development of the **SAID PROPERTY** by causing to be constructed thereon various new building and /or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned.
- xviii) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and /or contracted by the Developer from time to time.
- xix) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the developer prior to the Start Date.
- xx) **SAID PROPERTY** shall mean contiguous land measuring 40 Cottahs more or less comprising of divided demarcated portions of R.S. and L.R. Dag Nos.3899 and 3900 all in Mouza Gopalpur, J.L. No.2, Police Station Airport, District North 24 Parganas together with the building and structures thereon as more fully described in **First schedule** hereunder written.

- xxi) **START DATE** shall mean the date of execution of this Development Agreement.
- xxii) **SPECIFICATIONS** shall mean the specification with which the said new building and /or buildings shall be constructed, erected and completed (a detailed list of such specification of materials duly certified by the Architect is annexed hereto and will appear from the **FIFTH SCHEDULE** annexed hereto) or such other specifications as may be varied and/or modified from time to time strictly as per the recommendation of the Architect.
- xxiii) **SERVICES** shall mean the supply to and installation on the property of electricity, water, drainage and other services.
- xxiv) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in **Article VII** hereinafter.
- xxv) **UNIT/FLAT/APARTMENT/SHOP - COMMERCIAL SPACE/ CAR PAKING SPACE** shall mean and include flat/unit/apartment/shop-commercial space/car parking space and/or constructed space in the new building capable of being owned and enjoyed independent of each other.
- xxvi) **UNIT OWNER** shall mean such person or persons who may own or hold any unit/flat in the New Building.

ARTICLE II- INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament /Assembly whether general or specific, and shall include any modification , extension or re- enactment of it for the time being in force and all instruments , notifications, amendments, orders, plans, regulations, bye laws , permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may

from time to time be amended , varied , altered , supplemented or novated.

- iii) An obligation of the developer in this agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III- REPRESENTATIONS AND WARRANTIES

3.1 BY THE OWNER:

At or before execution of this Agreement the Owner has assured and represented to the Developer as follows:

- i) That the owners are the joint owners of the said Property (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written):

- ii) That the said Property is free from all encumbrances, mortgages, charges, liens, lispendens attachments and trusts whatsoever or howsoever and the Owners have a marketable title in respect thereof;
- iii) That the terms and conditions of this Development Agreement are fair and reasonable and for the benefit of the parties hereto and that the Owners are under no coercion to enter into this agreement;
- iv) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Property;
- v) That all municipal rates taxes and other outgoings payable in respect of the said Property and /or Property for Development have been paid and/or shall be paid by the Owners;
- vi) That there are No occupants in the said Property.
- vii) That there are no suit pending in any court with respect to the said Property.
- viii) That the Landowners shall comply with the requirements of The Real Estate (Regulation & Development Act), 2016 read with The West Bengal Real Estate (Regulation & Development) Rules, 2021.

3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and has parted with the amount as hereinafter appearing.

3.3 BY THE DEVELOPER:

- i) The Developer assures that it has experience in making construction of House building project like this nature and is economically sound to complete the House Building Project undertaken to complete under this agreement.
- ii) The Developer shall not assign its authority given under this Development Agreement to complete the construction of the House Building project to any person or persons without obtaining any prior permission in writing from the Landowners.
- iii) That The Developers shall comply with the requirements of The Real Estate (Regulation & Development Act , 2016 read with The West Bengal Real Estate (Regulation & Development) Rules , 2021.

- iv) The Developer is a partnership Firm called by name is Shree Sai Infrastructure Development which is not at present a registered firm under the provision of the Indian Partnership Act, 1932 and that the Developer partnership Firm represented by the above named partners are duty bound to make their said partnership Firm Shree Sai Development registered under the provision of the Indian Partnership Act, 1932 within the period of 30 (Thirty) days from the date of execution and registration of this Development Agreement otherwise the Owners shall reserve a right to cancel this Development Agreement and also revoke the subsequent Development Power of Attorney.

ARTICLE IV- COMMENCEMENT DATA AND DURATION

- 4.1** This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution and registration of these presents (hereinafter referred to as the **(COMMENCEMENT DATE)**).
- 4.2** This Agreement shall remain in full force and effect until such time the said Project is completed in all respects provided the Developer shall complete and deliver the allocated share of the Landowners within the time stipulated hereunder to the Landowners.

ARTICLE V- TITLE – INDEMNIFICATION

- 5.1** The Developer is prima facie satisfied as to the title of the Owners in respect of the said Property and has completely relied on the aforesaid representations made by the Owners. However, in the event of any person claiming any right or in the event of there being any defect in title it shall be the obligation of the Owners to cure such defects at their own cost and shall keep the Developer and /or its successor and/or successors and/or assigns saved harmless and fully indemnified from and against all cost charges claims actions suits and proceedings.

ARTICLE VI- GRANT OF DEVELOPMENT RIGHT

- 6.1** In consideration of the mutual covenants AND in further consideration on the part of the Developer herein to pay the security amount AND in further consideration of the Developer having agreed to undertake

development of the said Property and to incur all costs charges and expenses in connection therewith, the Owners have jointly agreed to grant the exclusive right of development in respect of the Said Property unto and in favour of the Developer herein and in order to enable the Developer to undertake development of the said Property by causing to be constructed erected and completed new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall :

- I. apply for and obtain all consents, approval, Sanctions and/or permission as may be necessary and /or required for undertaking development of the said Property;
- II. take such steps as are necessary to divert all pipes, Cables or other conducting media in, under or above the Property for Development or any adjoining or neighboring property and which need to be diverted for undertaking the development work;
- III. install all electricity, gas, water, telecommunications and surface and foul water drainage to the Said Property and shall ensure that the same connects directly to the mains;
- IV. serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services;
- V. give all necessary or usual notices under any Statute affecting the demolition and clearance of the Said Property, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the owner from and against all costs, charges, claim, actions, Suits and proceedings.
- VI. remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the owner saved harmless and fully indemnified from and against all costs, charges claims, actions, suits and proceedings:

- VII. remains responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan Which shall be sanctioned by authorities concerned and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs, charges, Claims, actions, suits and proceedings;
- VIII. Comply and/or procure compliance with all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- IX. Comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the said Property or the development thereof;
- X. Take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property;
- XI. Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the plan to be Sanctioned by the authorities concerned;
- XII. make proper provision for security of the said Property during the course of development;
- XIII. not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof;
- XIV. not expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building;

- XV. To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

ARTICLE VII- TOTAL DEVELOPMENT COSTS

- 7.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- I. The proper costs of obtaining planning permission in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulations fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into complying with any agreement or any legislature of similar nature;
 - II. The proper costs of Investigations, Survey, and test in respects of soil, drains, structures and rights of light;
 - III. The proper costs to be incurred and/or payable to architects, Surveyors, engineers, quantity surveyors or others engaged in respect of the development;
 - IV. All rates, water rates or any other outgoings or impositions lawfully assessed in respect of the Said Property or on the Owners or occupiers of it, in respect of the Development and all costs of maintaining and repairing the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party;
 - V. All other Sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development;
 - VI. All proper costs and interests and other finance costs payable by the Developer for undertaking development.

ARTICLE VIII- APPROVED PLANNING

- 8.1 Immediately from the date of execution of this Agreement or so soon thereafter, the Developer and/or its authorized representative shall be entitled to enter upon the said Property and set up a site office at the said Property and the Developer and/or any person authorized by it shall be entitled to and is hereby authorized:
- I. To have the lands Surveyed
 - II. To cause the soil to be tested
 - III. To carry out all preliminary works for the purpose of undertaking development of the said Property.
- 8.2 The Developer Shall prepare or cause to be prepared a map or plan for being submitted to Bidhannagar Municipal Corporation and/or any other competent authority for its sanction and the said plan shall envisage construction of a new building for residential as well as commercial purposes as may be approved and recommended by the Architect and as such the said plan shall envisage construction of a new building for mixed purposes;
- 8.3 The Developer shall cause the map or plan to be prepared by the architect in respect of the said Project.
- 8.4 Any amount which may be required to be paid for preparation of the said plan including the sanction fee shall be paid borne and discharged by the Developer;
- 8.5 The Owners agree and undertake to sign and execute all maps, plans, application and other deeds documents and instruments as may be necessary and/or required from time to time for the purpose of sanction of the said plan and the Developer in the name of the owner shall be entitled to apply for and obtain all necessary permissions, approvals, consents and/or sanctions as may be necessary and/or required from time to time.

- 8.7 The said plan shall be prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) and the said plan shall be prepared by the Architect who may be engaged by the engaged by the Developer.

ARTICLE IX- DEPOSIT

- 9.1 The Developer has agreed to keep in deposit with the Land Owners an aggregate sum of Rs.2,30,00,000/- (Rupees Two Crores Thirty lacs only) (hereinafter referred to as the DEPOSIT AMLOUNT) payable within 7 days of this Development Agreement;
- 9.2 The said Deposit amount shall be held by the Owners free of interest and shall become refundable and/or be adjusted and appropriated in the manner hereinafter stated;
- 9.3 As security for refund of the interest free security deposit amount by the Owners to the Developer, the Owners have agreed and undertaken not to deal with, encumber, transfer, dispose of, agree to transfer or part with possession of 4600 (Four Thousand Six Hundred) Square feet carpet area in the new building (i.e. 4600 Square feet residential flats) out of the Owner's Allocation (hereinafter referred to as "the **Security Area**"). At the time of identification of their respective allocations by the Parties after sanction of the Building Plan, the Parties shall also identify the said Security Area out of the Owners' Allocation which may be adjusted by the Developer in the event of the Owners failing to refund the Security Deposit Amount to the Developer in the manner mentioned below.

[i]. It shall be refundable without interest by the Landowners to the Developer within a period of 12 (Twelve) months from the date of obtaining final building sanction plan.

[ii]. In Case of failure to refund the aforesaid sum of Rs.2,30,00,000/- [Rupees Two Crores Thirty Lakhs] only by the Landowners to the Developer within a period of 12 (Twelve) months from the date of obtaining final building sanction plan, the said Deposit Amount of Rs.2,30,00,000/- (Rupees Two Crores Thirty lacs only) shall be adjusted and appropriated out of the Security Area. That For the purpose of such adjustment, the Parties have valued the Security Area at the rate of Rs.5,000/- (Rupees Five Thousand only) per sq. ft. on

carpet area for flats. That it has been further agreed that in case of failure to refund the aforesaid security deposit the Owners shall be liable to cause transfer of the Security Area as and by way of Flats to the intended purchaser or purchasers of the Developer at or for a consolidated consideration of Rs.5000/- only per Square Feet Carpet Area by executing and registering a proper deed of conveyance and any sum which will be in excess of aforesaid fixed sum of consideration of Rs.5000/-only per square feet carpet area shall be taken and received by the Owners.

ARTICLE X- LICENSE TO ENTER THE SAID PROPERTY

- 10.1 Immediately after the execution of this Agreement the Developer shall be entitled to enter upon the said Property as a License of the Owner for the purpose of undertaking preliminary work such as:
- i. Carrying out Survey of the said Property;
 - ii. To have the soil tested;
 - iii. To undertake all other preliminary Work for the purpose of undertaking development of the said Property.
- 10.2 The Owners have agreed to allow the Developer to enter and remain upon the said Property as an agent cum developer only for enabling it to undertake development of the said Property in accordance with the plan which may be sanctioned by the authorities concerned. It is hereby expressly agreed by and between the parties hereto that the possession of the said Property is not being given or intended to be given to the Developer in part performance as contemplated by section 53A of the Transfer of property Act 1882 read With Section 2 (47)(v) of the Income Tax Act 1961 and that the Owner and Developer hereby confirm that by virtue of the Developer entering upon the said Property as an agent cum developer the same does not amount to taking up the possession of the said Property.
- 10.3 Immediately after Sanction of the said plan and other permissions for undertaking construction is obtained the Developer shall-
- i. Immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall to the owner;

- ii. Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Fifth Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect;
- iii. Executed and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.'

ARTICLE XI – DEVELOPMENT

11.1 For the purpose of development of the said Property, the Developer has agreed:

- I. To appoint the professional team for undertaking development of the said Property;
- II. The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under contract or any sub contracts of agreements with the Developer and appointments of the members of its professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- III. The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building contractor/other contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purpose for which is to be used or specific.
- IV. The approved plans have been and will be prepared competently and professionally so as to provide for a building

free from any design or structural defect and fit for the purpose for which it is to be used.

- V. The Developer shall commence and proceed diligently to execute and complete the development:
- a. in a good and workman like manner With good quality of materials of its several kinds free from any latent or Inherent defect (whether of design, workmanship or materials);
 - b. In accordance with the approved plans, Planning Permissions and all planning permissions which may be granted for the development, the consent, any relevant statutory requirement and building regulations of any statutory or other competent authority and the provisions of this agreement.
- VI. The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

ARTICLE XII – CONSTRUCTION AND COMPLETION

- 12.1** Unless prevented by circumstance under the force majeure as herein after appearing and the subject to the Owners providing all documents of the said Property and complying with their obligations herein contained, the Developer shall be liable to obtain intended building sanction plan from the competent department of the Bidhannagar Municipal Corporation and/or any other competent authority of planning department of Government of West Bengal and/or statutory body within a period of 12 (Twelve) months from the date of execution of this Development Agreement and complete the construction of the proposed Project and deliver possession of allocated shares of the Landowners by issuing respective possession letter or letters to the Landowners within a period of 54 (Fifty Four) consecutive months from the date of obtaining approval of building sanction plan (hereinafter referred to as the COMPLETION DATE). It is agreed in between the parties that in case the Developer fails and/or unsuccessful to obtain approval of such building sanction plan finally within a period of 12 (Twelve) Months from the date of execution of this Agreement then the Landowners shall have the right to cancel this Agreement and revoke the Development Power of Attorney and refund the aforesaid deposit

by deducting 10% of it provided the Landowners shall serve a prior 30 (Thirty) days' notice to the Developer.

- 12.2 In additions to the above, the Developer shall not be treated in breach of the Performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under force Majeure which includes act of God, epidemic, pandemic, riot, shortage of raw material, political disorder and natural calamity.
- 12.3 The Developer is hereby entitled in its name to apply and obtain for building material for the construction of the building and to similarly apply for and obtain temporary and permanent connection of Water, electricity, power, drainage, and/or gas to the New Building and inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners Shall execute in favour of the Developer a registered Development Power of Attorney as shall be needed and/or required by the Developer .
- 12.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners shall construct and complete the New Buildings and various units and/or apartments therein in accordance with the Sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 12.5 All costs, charges and expenses Including Architect's fees accruing du after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 12.6 The Developer hereby undertakes to keep the Owners Indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the said new building and/or buildings.
- 12.7 The Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or for any defect therein.

- 12.8 If any accident or mishap takes place during constructions until completion of the new building whether due to negligence or otherwise of the Developer or any Person appointed by it, the same shall be on account of the developer and the Owners shall be fully absolved of any liability or claims whatsoever arising therefrom.
- 12.9 The Developer has Warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/or water that in the event of there being any major defect in structures and/or Water leakage of the said new building within a period of twelve months from the date of completion of the said new building then and in that event the developer at its own cost shall cause the same to be remedied and/or rectified at its own cost and shall keep the Owners saved harmless and fully Indemnified from and against all cost, charges, claims actions, suits and Proceedings. However small air cracks in the plaster, Masonry, doors and windows shall not be constructed as defect.
- 12.10 The Developer shall use its commercially reasonable efforts to accomplish the timely completion of the project in accordance with the approved plans and specifications and the time schedule for such completion approved by the parties as aforesaid.
- 12.11 The Developer shall use its commercially reasonable efforts to facilities the construction and completion of the project in a good and workmanlike manner and or cause the project to be equipped with all necessary and appropriate fixtures, equipments and shall construct erect and complete the said project in accordance with the plans which may be sanctioned by the concerned authorities.
- 12.12 The Said new building shall be constructed erected and completed with such materials and/or specifications (details whereof will appear from the fifth schedule hereunder written) and such specifications may be modified and/or altered by the developer as may be recommended by the Architect but in no way shall be inferior to the specifications mentioned in the Fifth Schedule hereunder Written.
- 12.13 For the purpose of completion the said building shall be deemed to have been completed if provided with water, electricity and lifts and certified so by the Architect it being expressly agreed that the

Developer at its own cost shall obtain the "occupancy certificate" as expeditiously as possible from Bidhannagar Municipal Corporation and/or from any other competent authority.

- 12.14 Notwithstanding anything agreed by the parties regarding completion of construction of the New Building and/or House Building Project, the Developer shall be liable to bring the Completion Certificate of the New Building and/or House Building Project from the competent department of the Bidhannagar Municipal Corporation and/or any other competent authority at its own cost and expenses and shall also be liable to deliver a copy of the said building completion certificate to the Landowners free of cost as and when demanded by the Landowners.
- 12.15 That the Developer shall provide a certified copy of this development agreement and subsequent development power of attorney along with the copy of approved building sanction plan free of cost to the Landowners as and when demanded by the Landowners.
- 12.16 PROJECT NAME: The said new building shall be known and named by the Developer

ARTICLE XIII- SPACE ALLOCATION

- 13.1 It is hereby agreed and declared by and between the parties hereto that in consideration of the above the owners shall be entitled to FIRSTLY It shall mean and include 45% share of the constructed area of the commercial space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building, AND SECONDLY it shall mean and include 45% share of the constructed area of the residential space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building. The aforesaid allocated share of the LANDOWNERS morefully described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the OWNER'S ALLOCATION).

- 13.2 The Developer shall be entitled to retain for itself **FIRSTLY** It shall mean and include 55% share of the constructed area of the commercial space of the proposed multi storied building **AND TOGETHER WITH** proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto **AND TOGETHER WITH** proportionate undivided share over the land and the building, **AND SECONDLY** it shall mean and include 55% share of the constructed area of the residential space of the proposed multi storied building **AND TOGETHER WITH** proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto **AND TOGETHER WITH** proportionate undivided share over the land and the building. The aforesaid allocated share of the **LANDOWNERS** morefully described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the **DEVELOPER'S ALLOCATION**).
- 13.3 Immediately after the plan is sanctioned the parties hereto shall identify their respective allocation and such identification shall be done in an equitable manner and be recorded in writing in an allocation agreement and after construction and completion of the Owners Allocation the Developer shall then issue the provisional possession letter to the Landowners and the Landowners shall also execute documents confirming the proposed possession of the Developer of its allocated share.
- 13.4 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/ or required it being however expressly agreed and understood that the owner shall willingly without any further act, deed or thing join as parties in any agreement of sale and/or deed of conveyance in respect of the area forming part of the developer's allocation and vice versa for the purpose of perfecting the title of the intending purchase.
- 13.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and /or deed of conveyance it shall willingly execute such document as a confirming party.
- 13.6 The Developer shall be liable to make payment of all statutory dues including the cost of bringing electricity by installing transformer, installation of Back Up Generator if any and Lift for construction of the

new building and/or building which includes the allocation of the Landowners and the Developer itself, in term of this agreement.

- 13.7 It is hereby made expressly clear that the Developer shall not be entitled to put any of its intending purchases in possession of the flats, units, apartments, shops-commercial space, constructed spaces and car parking spaces forming part of the Developer's Allocation until such time the Landowners get possession of their allocation from the Developer.

ARTICLE XIII-CONSEQUENCES OF DELAY IN COMPLETION

- 14.1 As hereinbefore appearing the said new building and/or Buildings shall be constructed, erected and completed within a period of 54 (Fifty-Four) consecutive month from the date of sanction of the said plan (hereinafter referred to as the COMPLETION DATE) unless prevented by force majeure and circumstances beyond the control of the developer.
- 14.2 If the Owners have complied with all the terms and conditions herein contained and on the part of the Owners to be performed and observed, if for any reason (other than Force Majeure) the Developer falls to construct erect and complete the said new building within the time aforesaid then and in that event if such default shall continue for a period of six months (First Extended Period) the Developer shall be liable and the owners shall be entitled to damages to be calculated at the rate of Rs.1,00,000/-(Rupees One Lakh) only per month.
- 14.3 If for any reason such default shall continue for a further period of six months (Second Extended Period) then and in that event the Developer shall be liable and the Owners shall be entitled to enhanced damages to be calculated at the rate of Rs.2,00,000/- (Rupees Two Lakhs Only) per month.
- 14.4 If however the Developer shall fail and/or unsuccessful to construct, erect and complete the said new building within the said Second Extended Period then and in that event, the parties shall mutually decide the future course of action and in case they are unable to decide the future course of action within 30 days, then the Owners shall be entitled to take over and assume full control and have the unfinished work/job to be completed at the costs and expenses and on account of the Developer together with additional 15% (fifteen percent) of such

costs and expenses as and by way of pre-determined liquidated damages. That under such circumstances, all rights, powers and authorities of the Developer under this agreement shall stand suspended and vested in the Owners and either Landowners or by appointing any other Developer (except the Developer of this agreement) complete the construction of the House Building Project on their land and in that case the Developer herein shall execute each and every documents which will cease the right, title and interest of the Developer on the Property completely.

- 14.5 It is hereby made expressly clear that in the event the Developer has complied with the terms and conditions herein contained and/or is willing to comply with the terms and conditions herein contained if because of any act deed and thing on the part of the Owners the work of construction of the new building on the said Property in terms of this Agreement then and in that event the Developer shall be entitled to sue the owner for specific performance of this agreement and also claim such damages as may be determined by the Arbitrators.

ARTICLE XV-REPRESENTATIVES

15.1 APPOINTMENT OF OWNER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Abdul Mujid the Landowner No-2 shall be the authorized representative of the Owners for the following purposes:

- 1) the giving and receiving of all notices, statements and information required in accordance with this agreement
- 2) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

15.2 REPRESENTATIVE OF THE DEVELOPER

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Biswajit Majumdar and such other person who may be substituted by the Developer shall be deemed to be the authorized representative of the developer for the following purpose:

- I. The giving and receiving of all notices, statements and information required in accordance with this agreement
 - II. Performance and responsibilities of the Developer in connection with the Developer
 - III. For such other purposes for the purpose of facilities the work of completion of the said project in terms of this Agreement
- 15.3 It is hereby expressly made dear that any act, deed or thing done by any of the authorized representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XVI-DOCUMENTATION

- 16.1 The Developer hereto shall appoint a common Advocate and/or solicitor for the purpose of undertaking drafting and finalization of the agreements for sale and /or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchases.

ARTICLE XVII – CONTRIBUTION OF CHARGES – DEPOSITS AND ADVANCES

- 17.1 **CHARGES & TAXES-** The Developer on or before giving possession shall be entitled to charge or claim in respect of the Flats/Units/apartments forming part of the Owner's Allocation and the Developer's Allocation the following amounts:
- (a) proportionate share of generator connection to the flat;
 - (b) By way of maintenance charges estimated for one year;
 - (c) proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
 - (d) Any amount which may become payable in accordance with Rule of West Bengal Corporation Act, 2006 for flats, shops and car parking forming part of the Owner's Allocation;
 - (e) Such charges as may be determined for formation of the Holding Organization and / or Association of Building Owners Association - Residential & Commercial.
 - (f) Goods and Services Tax (GST) or any other tax as may be applicable;

- 17.2 Apart from the aforesaid charges the Developer from time to time may decide to impose such further charges which are to be recovered and/or paid by the Unit Owners forming part of both the Owner's Allocation and/or Developer's Allocation to be paid to the Developer/Holding Company.
- 17.3 DEPOSITS – In addition to the above and in order to maintain decency of the said new building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchases shall be liable to pay and/or keep in deposit with the Developer such amount which may be required to be paid as and by way of Deposit on account of maintenance charges, municipal rates and taxes, Sinking Fund and any other deposit amount as be decided by the Developer.

ARTICLE XVIII – MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 18.1 The Developer in consultation with the owners shall be entitled to frame necessary rule and regulation for the purpose of regulating the user of the various Flats units, apartments and car Parking spaces of the said project and each of the persons intending to and/or acquiring a Flats units, apartments and car parking spaces in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organization is formed.

ARTICLE XIX-FORCE MAJEURE – EXCLUSABLE DELAYS

- 19.1 Force Majeure shall mean shall mean delays or obstruction or interference whatsoever in completion of the construction of the Project at the said Property, or in compliance of any obligation of the Developer hereunder or arising out here-from, due to (i) acts of god, pandemic, epidemic, lockdown, and like. (ii) acts of nature such as earthquake, storm, lightning, flood and like. (iii) acts of war (iv) fire (v) insurrection (vi) terrorist action (vii) civil unrest, civil commotion, riots, political unrest, and like. (viii) any order of injunction restraining the construction of the New Buildings not occasioned at the instance of the Developer, (ix) any injunctions/orders/rule/ notification of any

government, municipality or other authorities restraining the construction of the New Buildings at the Subject Property not occasioned due to defaults or laches on the part of the Developer, and (x) any act of appropriate authority such as change in legislation or enactment of new law or restrictive laws or regulations stopping the construction of the New Building, or (xi) any other activity or circumstance beyond the control of the Developer.

ARTICLE XX-HOLDING ORGANISATION

- 20.1 After completion of the said project or so soon thereafter the Developer shall cause a Society /Syndicate/Association /Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, Units, Apartments and Car Parking spaces in the said new building and /or project shall be bound to become a member of such Holding Organization.
- 20.2 The Developer undertakes to hold the sinking fund collected from intending purchasers in the form of fixed deposits and be liable to transfer the same in favour of the Society /Syndicate/Association /Company as and when the same is formed and becomes functional.
- 20.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the (MANAGEMENT COMPANY) each of the persons acquiring a Flats/ Units/ Apartments and Car Parking spaces in the said new building and /or project shall be liable to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatever or howsoever.

ARTICLE XXI-OWNER OBLIGATIONS/INDEMNITY

- 21.1 The Owners have agreed:
- i) To co-operate legally with the Developer in all respect for development of the said Property in terms of this agreement;
 - ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time;

- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be Necessary and/or required to enable the developer to undertake construction of the New Building and/or Building in accordance with the said Plan;

- i) The Owner will grant of Development Power of Attorney in favour of the Developer or its nominee and /or nominees to enable the developer to:-
 - a) Obtain sanction of the plan;
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the fire Department, police and other authorities;
 - c) To appoint Architect, Engineers, Contractors and other agents;
 - d) Do all acts deeds and things for the purpose of giving effect to this agreement;
 - e) To execute the Agreement and Deed of conveyance in respect of the Developer's Allocation along with the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending purchasers acquiring flats, units, apartments, constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION SUBJECT HOWEVER to what is hereinafter appearing.
 - f) To gift portion of the Project Land or splayed corner thereof to the concerned government authority for sanctioning of Building Plan(s)

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said power of attorney the developer shall not be entitled to use or permit to be used any of the flats, units, apartments, shops- commercial space, constructed spaces and car parking spaces forming part of the new building until such time the Owner's Allocation is delivered to the Owner nor shall be liable to foist any liability on the Owner on the strength of such power of attorney and shall keep the Owner saved harmless and fully indemnified from and against all costs charges claim actions suits and proceedings.

21.2 All the power or powers of attorney to be so granted by the Owners to the Developer shall form a part of this Agreement and it is expressly agreed and made clear that notwithstanding any subsequent death or incapacity etc., of the Owners or any of them, the abovementioned

power/s of Attorney granted by the Owners, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives and successors of the Owners.

- 21.3 That the original title deeds in respect of the said Property are in the safe custody of the Owners and simultaneously with the execution of this Agreement, the Owners shall deliver the same to the Developer. That during construction of the building the Developer shall be liable to produce those title providing document of the said property on demand within 72 hours to the Landowners. That after construction and delivery of the Owners' Allocation to the Owners, the Developer shall deliver all such original title deeds and other papers and documents to the Association of the Intending Purchasers.
- 21.4 Mutation, Conversion and ULC: The Owners with the assistance of the Developer shall cause to be (a) mutated the names of the Owners in respect of the said Property in the records of B.L.&L.R.O and the municipal authorities, (b) converted the nature of use of the land comprised in the said Property to 'residence/bastu' in the records of the concerned B.L. & L.R.O. and if required in the records of the municipal authorities and obtain necessary conversion certificate in respect thereof and (c) obtained necessary 'Certificate' from the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 declaring that the Competent Authority has no objection in the development of the said Property or there is no excess vacant land at the said Property within the meaning of the said Act of 1976. All the costs and expenses for mutation and conversion in respect of the said Property shall be shared by the Owners and Developer equally. All the costs and expenses for obtaining 'Certificate' from the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 shall be borne and paid by the Developer.
- 21.5 **Defect/Deficiency in Title:** In case, at any time hereafter, any encumbrance or curable defect/deficiency in title is found to be affecting the said Property or any part thereof and/or any defect/deficiency is found in any records maintained by the government or statutory authorities concerning the same or any personal litigation on the part of Landowners, the Owners shall remove and cure the same at their own costs and expenses promptly and within 30 (thirty) days of receiving a notice and/or information in this regard from the Developer or any other third party. In this regard, the Developer shall assist the Owners. In case of failure by the Owners to rectify the defect or deficiency, the Developer shall have

full right to rectify the same at the costs and expenses of the Owners and recover the same from the Owners. In case due to any act or omission of the Owners, the Project is delayed, then and in such event, the time period of Project completion will automatically stand extended.

- 21.6 **Indemnity for Title:** The Owners shall indemnify and keep the Developer fully saved harmless and indemnified of from and against all losses, damages, costs, claims, demands, actions and proceedings that may be suffered by the Developer pursuant to any claim or demand by any person in anyway relating to the title of the Owners to the said Property or any part or share thereof.

ARTICLE XXII- (DEVELOPER'S INDEMNITY)

- 22.1 The Developer hereby undertakes to keep the owner indemnified against all third party claim and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new building.
- 22.2 The Developer hereby undertakes to keep the owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the said Building and /or /for any defect therein.
- 22.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 22.4 The Developer hereby undertakes that without prior written permission of the owner, the developer shall not assign and / or transfer its right or interest under this Development Agreement to any third party whosoever.

ARTICLE XXIII- BINDING EFFECT

- 23.1 This Agreement is binding on the parties hereto and their respective legal heirs and/or successor and/or successors and neither of the parties shall be entitled to cancel and / or resend this agreement. In

the event of any default on the part of either of the parties (hereinafter referred to as the defaulting party) the other parties shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXIV- COVENANTS

24.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and to sell and transfer the various flats, units, apartments, shops-commercial space, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co- operation and assistance to each other.

24.2 Save and except the Developer's Allocation, the Developer shall:

Not sell transfer alienate and /or encumber the said Property.

Not to create interest of any other third party into or upon the said Property.

Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Property.

To do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation of these presents.

24.2 Save and except the Owner's Allocation, the Owners shall:

Not sell transfer alienate and /or encumber the said Property.

Not to create interest of any other third party into or upon the said Property.

Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Property.

To do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation of these presents.

ARTICLE XXV- MISCELLANEOUS

25.1 **RELATIONSHIP OF THE PARTIES-** The Owner and the Developer have entered into this agreement purely on principal basis and noting stated herein shall be deemed to constitute a partnership between the

Owners and Developer or be construed as a joint venture between the Owner and Developer or constitute an association of persons Each party shall bear its own cost relating to the development of the property and shall bear its own losses and retain its profits separately,

25.2 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail.

25.3 **NON WAIVER** – any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.

25.4 **ENTIRE AGREEMENT** – this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition or amendment to any of the parties unless the same is recorded in writing and signed by both the parties.

25.5 **COSTS** – each party shall pay and bear its own cost in respect of their respective advocates and /or solicitor's fees and the registration charges towards this agreement any supplementary agreement power of Attorney etc. shall be paid borne and discharged to Developer.

25.6 **NOTICES**- Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered by seed post and/or registered post with recorded delivery, addressed to the intended recipient at its address as mentioned in this agreement or to such other address as any party may from time to time duly notify to the other party. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given by speed post and /or registered post with acknowledgement due) within two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted in favour of the addressee.

- 25.7 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 25.8 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may by agreement between the parties be substitutes for them.
- 25.9 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.10 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission caused prior to such termination.
- 25.11 All municipal rates taxes and other outgoings including khajna (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of this development agreement shall be paid borne and discharged by the Owner and thereafter the same will be paid borne and discharged by the Developer until the date of issuance of the completion certificate and/or occupancy certificate by the concerned department of the Bidhannagar Municipal Corporation. It is hereby agreed in between the parties that the charges for mutation of land and conversion of land shall be paid by the Landowners and the Developer by contributing equal share.
- 25.12 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this

agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

- 25.13 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 25.14 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provision of this agreement shall prevail and accordingly the parties shall exercise all rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 25.15 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 25.16 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXVI- ARBITRATION

- 26.1 All disputes and differences between the parties hereto in any way touching or concerning these presents or the construction and Interpretation of any of the terms and conditions herein contained shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force to the sole arbitration of a person in whom both parties have full trust and confidence falling whereof the arbitrator shall be given reference in terms of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.
- 26.1 The parties shall assist and co-operate with the Arbitrator in all regards with the Intent and Object that the Arbitrator shall be in a position to make and publish his ward within a time bound schedule and preferably within a period of four month from the date of entering upon the reference.

- 26.2 The High Court at Calcutta and the Courts of District North 24 Parganas alone shall have jurisdiction to entertain try determine all actions suits and proceedings arising out of these present between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of the Said Property]

ALL THAT piece and parcel of Danga Land altogether admeasuring about 66 Decimal i.e. 36 Decimal be the same little more or less out of 51 Decimal comprised in R.S./L.R. Dag No. 3899 AND 30 Decimal be the same little more or less out of 104 Decimal recorded under L.R. Khatian No. 7359 and 7360 respectively under holding No. B.M.C 2/56, BL -H (name of Gol Sahanara Bibi) and B.M.C 2/57, BL -H (name of Abdul Mujid) lying and situated at Mouza – Gopalpur, commonly known as Beraberi, J.L No. 2, R.S. NO.- 140, under Block Land and Land Reforms Office, Rajarhat, District North 24 Parganas, within the former local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 2, under former Police station Airport at present Narayanpur, within the jurisdiction of A.D.S.R. Bidhannagar, Salt Lake City, in the District North 24 Parganas, Kolkata – 700136, West Bengal together with tile sheds measuring 750 Square feet more or less, and together with all sorts of rights, easements, privileges and appurtenance whatsoever belongings appurtenant thereto which is free from all encumbrances and demarcated the plan attached herewith and delineated as Red border therein and herein referred the "Said Property" and represented by tabular form;-

Land No	R.S/L.R Dag No	L.R Khatian	Recorded owner	Project Area In Decimal
1.	3899	7359	Gol Sahanara Bibi	18
		7360	Abdul Mujid	18
2.	3900	7359	Gol Sahanara Bibi	15
		7360	Abdul Mujid	15
TOTAL PROJECT AREA				<u>66</u>

The said Land is butted and bounded as follows:

ON THE NORTH : Part of R.S/LR Dag No 3900

ON THE EAST : Part of R.S/LR Dag No 3899 & 3900.

THE SOUTH : By Road and partly by R.S/LR Dag No 3686

ON THE WEST : Partly by Road (50 feet) and partly by R.S/LR
Dag No 3896.

THE SECOND SCHEDULE ABOVE REFERRED TO
LANDOWNERS ALLOCATION

FIRSTLY It shall mean and include 45% share of the constructed area of the commercial space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building, AND SECONDLY it shall mean and include 45% share of the constructed area of the residential space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building.

THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

FIRSTLY It shall mean and include 55% share of the constructed area of the commercial space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building, AND SECONDLY it shall mean and include 55% share of the constructed area of the residential space of the proposed multi storied building AND TOGETHER WITH proportionate share of all common and undivided share over all common space, amenities and facilities attached thereto AND TOGETHER WITH proportionate undivided share over the land and the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND COMMON FACILITIES)

1. The user of back space in ground floor drains ways in the said building and only user of top roof of the building.
2. General lighting of the common portions.
3. Independent electric meter.
4. Lift.
5. Drains and sewers from the building to the Municipal connection drains and/or sewerages.
6. Water supply arrangement including common water reservoir both underground and overhead with sufficient capacity.

COMMON PARTS

1. Open land on side space, back space on ground floor under the said building described in the First Schedule.
2. Water pump, water reservoir, overhead water tanks and separate distribution pipes to different units directly from overhead water tank.
3. Water and sewerage evacuation pipes from the units to drain in sewerage common to the said building.
4. Any other portion of the building or facility used for the common benefits of all occupants.

THE FIFTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF WORK & MATERIAL

<u>Sl. NO.</u>	<u>Description</u>	<u>Specification of Material</u>
<u>01</u>	<u>Pile, Foundation, Plinth and Superstructure</u>	As per drawing & specification of Architect.

02	<u>Door</u>	<p>a) Sal wood door frames for main door and others doors.</p> <p>b) Decorative embstro main door.</p> <p>(TYCOON /DURIAN)</p> <p>c) Internal doors water proof fenol flush door.</p> <p>d) Syntex door with Syntex frame – water proof, polished P.V.C. single sheet door.</p> <p>e) Main door fitting :</p> <ul style="list-style-type: none"> ij Dead bolt lock- latch. ii) Tower bolt. iii) 1 Nos. Magic eye. iv) 1 Nos. Door stopper standard quality. v) 1 Nos. Rubber buffer. <p>f) Internal Doors :</p> <ul style="list-style-type: none"> i) Mortise lock with handle unit. ii) Tower Bolt. iii) Beading at door frames
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<u>SL. NO.</u>	<u>Description</u>	<u>Specification of Material</u>
03	<u>Windows</u>	<p>a) 1.5 mm upvc sliding and 4 mm one-way black glass (Saint Gobind).</p> <p>b) M.S. Grill from outside using 18 mm sq.bar/19x6 flat bar as per design up to 18 kg. /sq.m black painted over 2 coat primer and paint.</p>

04

Electrical

- a) Concealed electrical wiring through PVC CONDUIT as per requirement.
- b) All switches are modular.
- c) 8/10 ways MCB for all circuits (**Havells**).
- d) Copper PVC insulated wires (**Havells/ Finolex**).
- e) **Standard Modular** main switch for each flat.
- f) Electrical arrangements for pump (**CRI**), & lift.
- g) Number of electrical point in each flat.

Bed Room:

- ❖ 1 No. Fan point.
- ❖ 3 Nos. light point.
- ❖ 1 No. **15A** plug socket on main switch board.
- ❖ 1 No. A.C. point.
- ❖ 1 No. T.V. point.
- ❖ Computer point.

Drawing & Dining Room:

- 2 Nos. Fan point.
- 4 Nos. Light point.
- 2 Nos. **15A** power sockets on main switch board.
- 1 No. T.V. cable point.
- 1 AC Point.

Kitchen:

- ✓ 2 Nos. Light point.
- ✓ 1 No. exhausts fan point.
- ✓ 1 No. **5A** plug socket on main switch board.
- ✓ 2 Nos. **15A** plug socket.

Toilet:

- 2 Nos. light point.
- 1 No. exhaust fan point.
- 1 No. **15A** plug socket for Geyser (Two toilets).

		<p>Balcony: 1 No. Light point, 1 No. Fan point, 5A plug point.</p> <p>Other: Calling bell point for each flat.</p> <p>Staircase: 1 Light point in each landing with 2 ways switch.</p> <p>Car parking area/ Roof area/ Passage:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 20 Nos. Light point including gate light with individual switch. <input type="checkbox"/> 2 Nos. 15A & 2 Nos. 5A plug socket. <input type="checkbox"/> 4 Nos. Fan point.
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<u>SL. NO.</u>	<u>Description</u>	<u>Specification of Material</u>
05	<u>Sanitary & Plumbing Works</u>	<p>a) Concealed Supreme Gold/Equivelant Brand water lines with hot and cold facilities in all of each flat. (Supreme pipe) P.V.C.</p> <p>b) P.V.C. (Supreme) pipes for external water lines.</p> <p>c) High density (HDPE) P.V.C. pipes for waste and soil lines.</p> <p>d) P.V.C. (supreme make) 100mm dia rain water down pipe.</p> <p>e) Jaguar C.P. fitting for all toilets in each flat.</p> <p>f) White vitreous sanitary fittings like Jaguar.</p> <p>g) Aqua guard point, washing machine point and dining pedestal basin.</p> <p>h) 1 No. Toilet corner basin with bib cock and one pedestal basin at dining.</p> <p>i) 6" dia S.W. line with necessary manholes and master tarp etc.</p> <p>j) 13"x10' digital glazed wall tiles/ vitrified tiles up to lintel height. (300/- per box)</p>

06	<u>Toilet</u>	<u>Toilet Fitting:</u> a) 1 No. Hanging commode and seat cover (Jaguar) b) 1 No. basin with fitted with 2 Nos. angular stop cock (Marc). c) 2 in 1 wall mixture with O.H. shower. d) 1 No. Toilet loft.
07	<u>Kitchen</u>	a) Black granite top over black stone support with S.S. sink (22x18). b) Glazed digital tiles above cooking platform up to 3 ft height. c) 1 No. single bowl sink with waste and waste pipe.
08	<u>Flooring</u>	a) Bed room, dining/drawing and kitchen: Johnson/Somany 4/2 Vitrified tiles flooring. b) Toilet: Anti-skid tiles. c) Marble and tiles flooring to stair floor and landing of entire flat. c) Parking area Kota stone/ anti-skid checker tiles, others area net cement. d) Water and heat proof treatment at roof.
09	<u>Common work</u>	a) 1 No. UGR of required capacity as per HIDCO rules. b) 1 No. O.H. of required capacity as per HIDCO rules. c) 125 mm thick boundary wall of 1500 m ht with necessary foundation. d) 3 Nos. grill gates of standard design at main entry as per sanction plan.

<u>Sl. NO.</u>	<u>Description</u>	<u>Specification of Material</u>
10	<u>Common work</u>	e) 3'3" ht M.S. railing at all balconies and 3'3" ht S.S. railing at stairs. f) Grill as per sanction plan at balcony.

11	<u>Painting</u>	<p>a) 2 coats weather coat paint over primer at external surface. (Berger/ Asian paint/Nerolac)</p> <p>b) Putty at internal surface. (Berger/Asian paint/Nerolac)</p> <p>c) 2 coats distemper paint in parking area, stair area & care takers room.</p> <p>d) M.S. grill works 2 coats primer, 2 coats paint (Berger/Asian paint/Nerolac)</p> <p>e) White washes to lift room and lift well.</p>
12	<u>Service</u>	<p>a) B.E. 2HP pump with CRI/Kirlosker.</p> <p>b) Water line from HIDCO supply to UGR land scrape to open area (Max 200 sq.ft.).</p> <p>c) Passenger LIFT As per sanction plan requirement.</p> <p>d) Calling bell from main gate to Darwans room.</p>
13	<u>Optional Work</u>	<p>Following optional work can be done on extra cost:</p> <p>a) Iron remover plant.</p> <p>b) Modular kitchen to each flat.</p> <p>c) Power backup.</p> <p>d) Ready mixer.</p>

Execution and Delivery

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

Witnesses:

1. *रुहानदा गांधी*
ROHANDA, MADHYAMGRAM.
PIN-700135, West Bengal.
Aadhar NO -

2. *सयान्तरी बार्का*
PO - Nandaypur, Kolkata - 700127
Aadhar No - 2919 2196 4974

रुहानदा गांधी

श्री साई इन्फ्रास्ट्रक्चर डेवलपमेंट

Signature of the Landowners

श्री साई इन्फ्रास्ट्रक्चर डेवलपमेंट
Ashish Kumar Sankapat.
Partner

श्री साई इन्फ्रास्ट्रक्चर डेवलपमेंट
Shri Raju
Partner

श्री साई इन्फ्रास्ट्रक्चर डेवलपमेंट
Sanjay Bangal
Partner

Signature of the Developer

Read over and explain the
content of this deed to
Gul Saharasa bibi and Abdul
malik and they understood the
same.

Abhijit Kestav

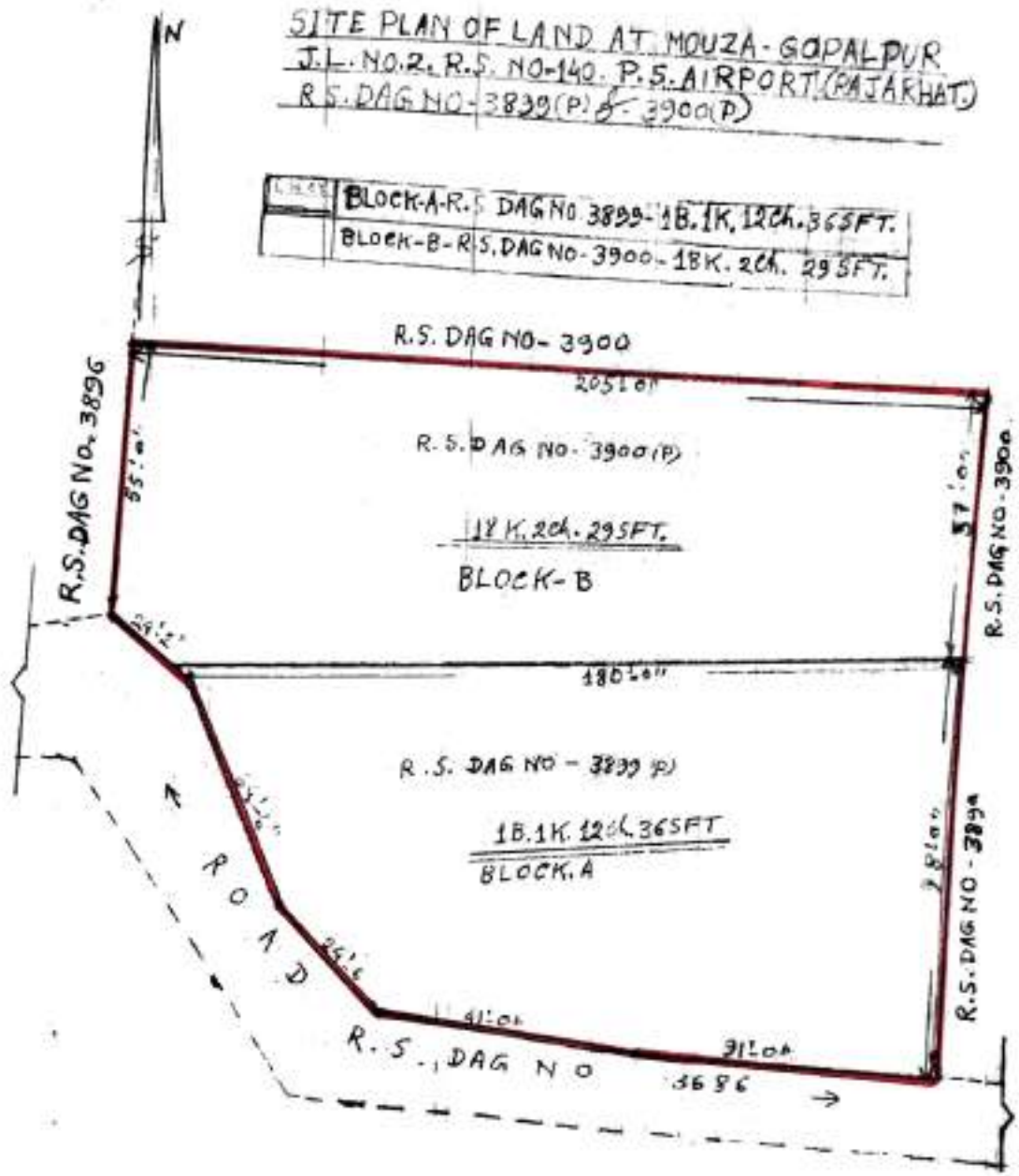
Draft by me and approved by the ^{Parties} Principals:

Ankit Shroff

Ankit Shroff, Advocate
C/o. Pankaj Shroff & Company, Advocates
Diamond Heritage, N611, 6th floor,
16 Strand Road, Kolkata-700001
Enrolment No. F/66/2008
Calcutta High Court

SITE PLAN OF LAND AT MOUZA - GOPALPUR
J.L. NO. 2, R.S. NO-140, P.S. AIRPORT, (PAJARHAT)
R.S. DAG NO-3899(P) & 3900(P)

Block-A-R.S.	DAG NO 3899-1B.1K.12Ch.365FT.
Block-B-R.S.	DAG NO-3900-1B.K.2Ch.295FT.



Shree Sai Infrastructure Development
Ashish Kumar Dandapat
 Partner












[Handwritten signature]

Shree Sai Infrastructure Development
[Handwritten signature]
 Partner

[Handwritten signature]

Shree Sai Infrastructure Development
Sanjay Bangal
 Partner

Finger prints of the above executant

					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
<p>रजनी देवी</p>					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

Finger prints of the above executant

					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
<p>अशोक शर्मा</p>					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

Finger prints of the above executant



Ashish Kumar Doudap











				
Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
				
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Finger prints of the above executant



Brijraj Kumar




Brijraj Kumar

				
Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
				
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

Finger prints of the above executant



Sanjay Banjal

				
Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
				
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

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



192024250372153118

GRN Details

GRN:	192024250372153118	Payment Mode:	SBI Epay
GRN Date:	24/01/2025 14:11:54	Bank/Gateway:	SBIePay Payment Gateway
BRN :	1493766113246	BRN Date:	24/01/2025 14:12:48
Gateway Ref ID:	CHS3173016	Method:	State Bank of India NB
GRIPS Payment ID:	240120252037215310	Payment Init. Date:	24/01/2025 14:11:54
Payment Status:	Successful	Payment Ref. No:	2000208324/4/2025 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Ms SHREE SAI INFRASTRUCTURE DEVELOPMENT
Address:	CE/1/A/9, STREET NO-214, P.O- NEWTOWN, WEST BENGAL-700156
Mobile:	8482000015
Period From (dd/mm/yyyy):	24/01/2025
Period To (dd/mm/yyyy):	24/01/2025
Payment Ref ID:	2000208324/4/2025
Dept Ref ID/DRN:	2000208324/4/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000208324/4/2025	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2000208324/4/2025	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.



Major Information of the Deed

Deed No :	I-1904-01150/2025	Date of Registration	24/01/2025
Query No / Year	1904-2000208324/2025	Office where deed is registered	
Query Date	21/01/2025 6:29:20 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Pankaj Shroff And Company Diamond Heritage, N611, 16 Strand Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9062486917. Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 6,41,12,050/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Ramesh Mitra Road (Gopalpur), Mouza: Gopalpur, JI No: 2, Pin Code : 700136



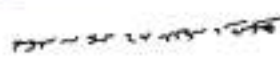


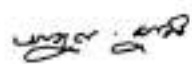
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3899 (RS :-)	LR-7359	Bastu	Danga	18 Dec		1,74,23,741/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L2	LR-3899 (RS :-)	LR-7360	Bastu	Danga	18 Dec		1,74,23,741/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L3	LR-3900 (RS :-)	LR-7359	Bastu	Danga	15 Dec		1,45,19,784/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L4	LR-3900 (RS :-)	LR-7360	Bastu	Danga	15 Dec		1,45,19,784/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
TOTAL :					66Dec	0/-	638,87,050/-	
Grand Total :					66Dec	0/-	638,87,050/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	150 Sq Ft.	0/-	45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S2	On Land L1, L2,	150 Sq Ft.	0/-	45,000/-	Structure Type: Structure

L3, L4					
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S3	On Land L1, L2, L3, L4	150 Sq Ft.	0/-	45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S4	On Land L1, L2, L3, L4	150 Sq Ft.	0/-	45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S5	On Land L1, L2, L3, L4	150 Sq Ft.	0/-	45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		750 sq ft	0/-	2,25,000 /-	

Land Lord Details :



















Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mrs Gol Sahanara Bibi Wife of Mr Abdul Majid Executed by: Self, Date of Execution: 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025 ,Place : Office	 <small>24/01/2025</small>	 <small>L1</small> <small>24/01/2025</small> <small>Captured</small>	 <small>24/01/2025</small>
, East Beraberia, R- Gopalpur, City:- , P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24- Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX1 , PAN No.: AGxxxxxx4L, Aadhaar No: 39xxxxxxxx1528, Status :Individual, Executed by: Self, Date of Execution: 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025 ,Place : Office				
2	Mr Abdul Mujid Son of Mr Abdul Sattar Executed by: Self, Date of Execution: 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025 ,Place : Office	 <small>24/01/2025</small>	 <small>L1</small> <small>24/01/2025</small> <small>Captured</small>	 <small>24/01/2025</small>




, East Beraberia, Airport, R- Gopalpur, City:- , P.O:- Rajarhat Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.:: AXxxxxxx3C, Aadhaar No: 97xxxxxxxx2145, Status :Individual, Executed by: Self, Date of Execution: 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025 ,Place : Office

Developer Details :



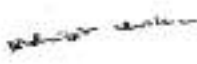
Sl No	Name,Address,Photo,Finger print and Signature
1	SHREE SAI INFRASTRUCTURE DEVELOPMENT CE/1/A/9, Street No.214, ActionArea -I, New Town, City:- , P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AXxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Ashish Kumar Dandapat Son of Mr Ajit Kumar Dandapat Date of Execution - 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office </td> <td></td> <td> Captured LTI 24/01/2025</td> <td> 24/01/2025</td> </tr> </tbody> </table> <p>CE/1/A/9, Street No.214, ActionArea -I, New Town, City:- , P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AGxxxxxx1H, Aadhaar No: 74xxxxxxxx6536 Status : Representative, Representative of : SHREE SAI INFRASTRUCTURE DEVELOPMENT (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr Ashish Kumar Dandapat Son of Mr Ajit Kumar Dandapat Date of Execution - 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office		 Captured LTI 24/01/2025	 24/01/2025
Name	Photo	Finger Print	Signature						
Mr Ashish Kumar Dandapat Son of Mr Ajit Kumar Dandapat Date of Execution - 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office		 Captured LTI 24/01/2025	 24/01/2025						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Biswajit Majumdar (Presentant) Son of Mr Binod Chandra Majumdar Date of Execution - 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office </td> <td></td> <td> Captured LTI 24/01/2025</td> <td> 24/01/2025</td> </tr> </tbody> </table> <p>CE/1/A/9, Street No.214, ActionArea -I, New Town, City:- , P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: AOxxxxxx8K, Aadhaar No: 89xxxxxxxx2658 Status : Representative, Representative of : SHREE SAI INFRASTRUCTURE DEVELOPMENT (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr Biswajit Majumdar (Presentant) Son of Mr Binod Chandra Majumdar Date of Execution - 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office		 Captured LTI 24/01/2025	 24/01/2025
Name	Photo	Finger Print	Signature						
Mr Biswajit Majumdar (Presentant) Son of Mr Binod Chandra Majumdar Date of Execution - 24/01/2025 , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office		 Captured LTI 24/01/2025	 24/01/2025						

Name	Photo	Finger Print	Signature
Mr Sanjay Bangal Son of Late Ajit Kumar Bangal Date of Execution - 24/01/2025, , Admitted by: Self, Date of Admission: 24/01/2025, Place of Admission of Execution: Office	 <small>Jan 24 2025 5:15PM</small>	 <small>L11 24/01/2025</small>	 <small>24/01/2025</small>
, CE/1/A/9, Street No.214, ActionArea -I, New Town, City:- , P.O:- New Town, P.S:-New Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AKxxxxxx3N, Aadhaar No: 22xxxxxxxx5419 Status : Representative, Representative of : SHREE SAI INFRASTRUCTURE DEVELOPMENT			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Avijit Naskar Son of Mr KAMAL NASKAR DIAMOND HERITAGE, 16 STRAND ROAD, City:- Kolkata, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 <small>24/01/2025</small>	 <small>24/01/2025</small>	 <small>24/01/2025</small>
Identifier Of Mrs Gol Sahanara Bibi, Mr Abdul Mujid, Mr Ashish Kumar Dandapat, Mr Biswajit Majumdar, Mr Sanjay Bangal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-18 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-18 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-15 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-15 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
2	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
2	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
Transfer of property for S3		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
2	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
Transfer of property for S4		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
2	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
Transfer of property for S5		
Sl.No	From	To. with area (Name-Area)
1	Mrs Gol Sahanara Bibi	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft
2	Mr Abdul Mujid	SHREE SAI INFRASTRUCTURE DEVELOPMENT-75.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Ramesh Mitra Road (Gopalpur), Mouza: Gopalpur, JI No: 2, Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3899, LR Khatian No:- 7359	Owner: Mrs Gol Sahanara Bibi, Gurdian: Mr Abdul Mujid, Address: Plot No. 3899, Classification: Residential, Area: 0.18000000 Acre.	Mrs Gol Sahanara Bibi

L2	LR Plot No:- 3899, LR Khatian No:- 7360	Owner:අලු මුඛ, Gurdian:අලු මම, Address:සැවෙහි, Classification:මම, Area:0.18000000 Acre,	Mr Abdul Mujid
L3	LR Plot No:- 3900, LR Khatian No:- 7359	Owner:මම මමම මම, Gurdian:අලු මුඛ, Address:අලු සැවෙහි, Classification:මම, Area:0.15000000 Acre,	Mrs Gol Sahanara Bibi
L4	LR Plot No:- 3900, LR Khatian No:- 7360	Owner:අලු මුඛ, Gurdian:අලු මම, Address:සැවෙහි, Classification:මම, Area:0.15000000 Acre,	Mr Abdul Mujid

Endorsement For Deed Number : I - 190401150 / 2025

On 24-01-2025

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 15:18 hrs on 24-01-2025, at the Office of the A.R.A. - IV KOLKATA by Mr Biswajit Majumdar .

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 6,41,12,050/-

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

Execution is admitted on 24/01/2025 by 1. Mrs Gol Sahanara Bibi, Wife of Mr Abdul Majid, East Beraberia, R-Gopalpur, P.O: Rajarhat Gopalpur, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Business, 2. Mr Abdul Mujid, Son of Mr Abdul Sattar, East Beraberia, Airport, R-Gopalpur, P.O: Rajarhat Gopalpur, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Others

Identified by Mr Avijit Naskar, Son of Mr KAMAL NASKAR, DIAMOND HERITAGE, 16 STRAND ROAD, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 24-01-2025 by Mr Ashish Kumar Dandopal, PARTNER, SHREE SAI INFRASTRUCTURE DEVELOPMENT, CE/1/A/9, Street No.214, ActionArea -I, New Town, City:-, P.O:- New Town, P.S:-New Town, District-North 24-Parganas, West Bengal, India, PIN:- 700156

Identified by Mr Avijit Naskar, Son of Mr KAMAL NASKAR, DIAMOND HERITAGE, 16 STRAND ROAD, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 24-01-2025 by Mr Biswajit Majumdar, PARTNER, SHREE SAI INFRASTRUCTURE DEVELOPMENT, CE/1/A/9, Street No.214, ActionArea -I, New Town, City:-, P.O:- New Town, P.S:-New Town, District-North 24-Parganas, West Bengal, India, PIN:- 700156

Identified by Mr Avijit Naskar, Son of Mr KAMAL NASKAR, DIAMOND HERITAGE, 16 STRAND ROAD, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 24-01-2025 by Mr Sanjay Bangal,

Identified by Mr Avijit Naskar, Son of Mr KAMAL NASKAR, DIAMOND HERITAGE, 16 STRAND ROAD, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 21.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/01/2025 2:12PM with Govt. Ref. No: 192024250372153118 on 24-01-2025, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 1493768113246 on 24-01-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 225455, Amount: Rs.100.00/-, Date of Purchase: 24/12/2024, Vendor name: S DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/01/2025 2:12PM with Govt. Ref. No: 192024250372153118 on 24-01-2025, Amount Rs: 75,020/-, Bank: SBI EPay (SBIPay), Ref. No. 1493766113246 on 24-01-2025, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2025, Page from 65965 to 66032

being No 190401150 for the year 2025.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2025.01.31 18:46:16 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 31/01/2025
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.