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भारतीय गैर-न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

शिबঙ्ग पश्चिम बंगाल WEST BENGAL

K 502221

Subrata Saha

Subrata Saha

For S. P. Enterprises
Subrata Saha
PartnerFor S. P. Enterprises
Pradip Kumar Saha
PartnerDEVELOPMENT/CONSTRUCTION AGREEMENT

JUL 2024

THIS DEVELOPMENT/CONSTRUCTION AGREEMENT made this the 29th day of June, Two Thousand Twenty Four.

Q-2401665999/4

Page No. 1 of 23

Mano G. Dno.

29.06.2024

Uttam Kumar Saha

Sagar Saha

Mr. S. P. Enterprise
Sri Soumitra Chowdhury
Partner

Mr. S. P. Enterprise
Pradip Kumar Saha
Partner

BETWEEN

(1) UTTAM KUMAR SAHA, son of Late Amulya Kumar Saha, by caste- Hindu, by profession- Business, at present residing at Mahananda Colony, P.O. - Mangalbari, P.S. & Dist - MALDA, Pin - 732142 (W.B.), PAN No. APUPS0387M (2) SRI SAGAR SAHA, son of Uttam Kumar Saha, aged about 30 years, by caste- Hindu, by profession- Business, at present residing at Mahananda Colony, P.O.- Mangalbari, P.S. & Dist - MALDA, Pin - 732142 (W.B.) PAN No. FIFPS4755E, both are Indian Citizen, hereinafter referred to as the 'LAND OWNERS', (which term or expression shall unless excluded by or repugnant to context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns of the FIRST PART.

AND

S P ENTERPRISE (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) represented by its partners (1) SRI SOUMITRA CHOWDHURY, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin- 732101 (W.B.), (2) SRI PRADIP KUMAR SAHA, Son of Late Khagendra Nath Saha, PAN- AVWPS5549P, Resident of Vill.-Mistritala, Dakshin Lakshmipur, P.O. - Shershahi, P.S.- Kaliachak, Dist- Malda, Pin- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen, hereinafter referred to as the 'DEVELOPERS', (which term or expression shall unless excluded by or repugnant

Abdul Deen

Sakir Sah

*P.W. S.P. Enterprise
Somnath Choudhury
Partner*

*For: S.P. Enterprise
Prodip Kumar Sah
Partner*

to context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns of the **SECOND PART**.

WHEREAS the property within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, 530, 830, 21, R. S. Plot No-1599, 1572 & 1571, Corresponding to L.R. Plot No. 1740, 1723 & 1722 total area- 34.578 decimal out of 37.878 decimal own and possessed by the Owner No. 1 by the virtue of Registered Deed of Partition being No. 12472 dated 26.12.1990, Deed of Sale being No. 5712 dated 02.06.1992, Deed of Sale being No. 146 dated 09.01.1998, Deed of Sale being No. 2620 dated 02.05.2006, Deed of Sale being No. 4520 dated 26.04.2013, Deed of Sale being No. 4471 dated 30.03.2012/ 02.04.2012, Sale Deed being No. 1274 dated 09.02.2009/ 10.02.2009 and during possession he recorded his name in L.R.R.O.R. being Khatian No. 2350.

AND WHEREAS the property within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, R. S. Plot No-1599, Corresponding to L.R. Plot No. 1740 total area- 3.30 Decimal out of 37.878 decimal own and possessed by the Owner No. 2 by the virtue of Registered Deed of Sale being No. 8677 dated 08.08.2013 and during possession he recorded his name in L.R.R.O.R. being Khatian No. 11909

AND WHEREAS the above property of the Owner No. 1 & 2 have been mentioned in First Schedule below.

*Mani G. Dns.
LAW K. BAR DAS
P. O. GATE, MALDA
Date: 12/12/2014*

Mani & Son
Sukon Saha

For, S.P. Enterprise
Gomita Choudhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

AND WHEREAS the Land Owners desire to develop their property as mentioned fully in the First Schedule hereunder into a modern elegantly designed multistoried Building in accordance with law and in search of well reputed and efficient Building Promoter/ Developer.

AND WHEREAS the DEVELOPERS had convinced the LAND OWNERS that they are well reputed, financially sound and able Promoters in running Promoting Business.

AND WHEREAS on or before execution of this Agreement the said Land Owners have represented and assured to the Developers as follows:-

- a) That the First Schedule Property is free from all litigation/Dispute.
- b) That the land Owners are exclusively entitled to the property mentioned *infra* and no one else has got or had or has otherwise claimed to have or had any share, right, title or interest of any nature whatsoever to or in the property mentioned in the First Schedule or any part thereof except what has been stated in point a) *supra*.
- c) Relying on the aforesaid representation of the Owners and believing the same to be true and acting on the faith thereof the Developers agreed to Develop entire property for the consideration and on the terms and conditions hereinafter mentioned.

Manoj Das

Sudhir Saha

*For, S.P. Enterprise
Sudhir Kumar Saha,
Partner*

*For, S.P. Enterprise
Prodip Kumar Saha,
Partner*

- d) The title of the Owners to the property mentioned in First Schedule is marketable clear and free from all encumbrances, claims, demands and reasonable doubts.
- e) The property mentioned in the First Schedule or any part thereof is not subject to any acquisition, requisition or reservation for any public purpose and the confirmed user of the said property is residential under the sanctioned as well as the draft revised Development Plan.
- f) The Owners have or had neither concluded any negotiations or entered into any Agreement for Sale or Development or otherwise transferred or dealt with or disposed of the said property or any part thereof to any one whomsoever nor had they accepted any token money or earnest money or deposit or other like sum from any one whomsoever.
- g) The Owners are in exclusive un-disturbed, uninterrupted, quiet and overt possession of the said property and have been receiving the rents and income thereof and enjoying the same and no one had or has objected to the same on any ground whatsoever.

**NOW THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. In this agreement unless otherwise agreed upon the following expression will have the meaning as follows:

Manoj Das.
MANOJ KUMAR DAS
ADVOCATE, MALEA
E: MANOJ.DAS@GMAIL.COM

Uttam Kumar Saha

Sagar Saha

For, S.P. Enterprise
Gomotra Charthay
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

- a) All That piece and parcel of land 37.878 Decimal in total out of which 34.578 Decimal within Dist- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, 530, 830, 21, L.R. Khatian No. 2350, R. S. Plot No-1599, 1572 & 1571, Corresponding to L.R. Plot No. 1740, 1723 & 1722, under Ward No. 18 of Old Malda Municipality own and possessed by **Uttam Kumar Saha i.e. owner No. 1** and measuring 3.30 Decimal out of 37.878 decimal within Dist- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, L.R. Khatian No. 11909 R. S. Plot No. 1599, Corresponding to L.R. Plot No. 1740, under Ward No. 18 of Old Malda Municipality own and possessed by **Sagar Saha i.e. Owner No. 2**. More fully and particularly mentioned in the First Schedule hereunder.
- b) Plan shall mean Plan for the Proposed Building to be prepared by the Planner for being submitted to the Authorities Concern for obtaining sanctioned for construction of the proposed new Building of the said Premises.
- c) Owners of the following schedule Property shall mean (1) Sri Uttam Kumar Saha, son of Late Amulya Kumar Saha of, by caste Hindu, at present residing at Mahananda Colony, P.O. - Mangalbari, P.S. & Dist - MALDA, Pin - 732142 (W.B.), PAN No. APUPS0387M (2) Sri Sagar Saha, S/o Uttam Kumar Saha, aged about 30 years, by caste Hindu, at present residing at Mahananda Colony, P.O. - Mangalbari, P.S. & Dist - MALDA, Pin - 732142 (W.B.) PAN No. FIFPS4755E.

Manoj Kumar Das
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT NO. F-172107

Manoj Kumar Das

Sagar Saha

Sri Soumitra Chowdhury
Partner

For: S.P. Enterprise
Pradip Kumar Saha
Partner

- d) The Developers shall mean **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) represented by its partners (1) **SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin.- 732101 (W.B), (2) **SRI PRADIP KUMAR SAHA**, Son of Late Khagendra Nath Saha, PAN- AVWPS5549P, Resident of Vill.-Mistritol, Dakshin Lakshmipur, P.O. - Shershahi, P.S.- Kaliachak, Dist- Malda, Pin.- 732201 (W.B).
- e) The name of the proposed Apartment is "**NANDAKUL SOCIETY**".
- f) The proposed building to be constructed shall deemed to mean and include the building to be constructed on the property mentioned in the First Schedule in accordance with the plan to be sanctioned and approved by the Old Malda Municipality and other Statutory Authorities for Multistoried Building. The proposed building to be constructed may consist of Basement, Ground Plus multi Upper floors (as per sanctioned and approved plan by Old Malda Municipality.
- g) In consideration of the Developers carrying out entire development the Owner shall retain 40% of the usable Built up area (Residential Part) & 28% of the usable Built up area (Commercial Part) and the Developers shall be entitled to 60% of the usable Built up area (Residential Part) & 72% of the usable Built up area (Commercial Part) and all other amenities, facilities, parking and benefits shall be shared in the same proportion.

Manoj Kumar Das
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENCL. NO. 11/20/2011

Manu G. Das

MANOJ KUMAR DAS
ADVOCATE, MALDA
EXCELSIOR FEB 2013

Soham Saha

*No. 5, V. Enterprise
Gomutra Chowdhury*

Partner

*Fazal, S. P. Enterprise
Pradeep Kumar Saha
Partner*

h) Owners Allocation shall mean the portion of the Proposed New Building to be constructed on the land of the First Schedule Property alongwith the Proportionate share in the land comprised in the said Premises which has clearly mentioned in Second Schedule below alongwith the common portions and facilities which has clearly been mentioned in the Fourth Schedule below.

i) Developers allocation shall mean the portion of the proposed New Building over the First Schedule Property along with the Proportionate share in the land comprised in the said Premises which has clearly mentioned in Third Schedule below along with the common portions and facilities which has clearly been mentioned in the Fourth Schedule below.

2) It is hereby agreed that the Developers & Land Owners shall be liable to pay Municipal Taxes, Mutation Fees to the Old Malda Municipality, and Developers Agreement Registration Fees in proportion to their respective allocation of area from the date of vacating the said property and during the course of the development and till the completion of the above project. However, prior to vacating possession the respective Owners will bear and pay the proportionate taxes and such other outgoings towards their respective properties.

3) In due performance of the terms and conditions of this Agreement for Development on the part of the Developers, the Land Owners shall extend all co-operation, assistance, whenever required and shall not do

W. M. Son

Sagar Saha

For: S. P. Enterprise
Gourmitra Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

or omit to do any act, deed or thing which may adversely affect to the Developers. The Owners hereby agree that from the date hereof they shall not be entitled to create any third party rights or encumbrances on the said property.

- 4) The Developers shall proceed with the Planning for the new Building to be constructed in the said Premises and arrange as necessary for the Survey of the said Property, arrange for soil investigation of the said Land, appoint architect for preparation of the Plan and after approval of the Plan from Owners and submit the same to the Authorities concerned and obtained, sanction and construct the Building at their Cost in terms of this agreement.
- 5) The Land Owners hereby undertakes to sign and execute all further documents, forms, papers and applications consents, no objections etc. so as to enable the developers to smoothly complete the entire development of the said property. In addition to the aforesaid, the OWNERS shall sign, execute and register a Development Power of Attorney authorizing and nominating the Developer to Construct a building over the below schedule land and also authorize to execute Deed of Sale, Agreement for Sale, Gift, Lease, Mortgage, Rectification of Deed etc for the allocated portion of the Developer mentioned in the third schedule herein in favour of the Intending purchaser/s.

Manoj Das

6) All necessary permissions, consent, NOCs required to be obtained shall be applied for and obtained by the Developers at their own costs and expenses and upon such terms and conditions as the Owners may agree upon.

7) The Developers shall also during construction period be entitled to construct a temporary site office on the said property and employ site supervisors, managers, agents and employees. The Developers shall during course of construction, be entitled to store cement, iron and other building materials.

8) That the Developers shall complete the Construction on the land of the First Schedule Property within a period of 48 months from the date of sanction of the Plan. If however after the expiry of 48months the building would not be completed this Deed of Agreement can be renewed for further period on mutual consent.

9) That the Developers shall handover finished and complete Complex in favor of the Land Owners, within 48months from the date of sanction of the Plan. That the Land Owners cannot claim more share or any other consideration money except what is mentioned in the Second Schedule hereunder.

10) That as per agreement between the parties, the Land Owners shall be entitled 40% of the usable Built up area (Residential Part) & 28% of the

*Mr. S.P. Enterprise
Somit Choudhury
Partner*

*Mr. S.P. Enterprise
Pradip Kumar Saha
Partner*

Manoj G. Joshi

Sukhbir Singh Sahni

For, S.P. Enterprise
Gtromedia Chordhing
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

usable Built up area (Commercial Part) and the calculation of measurement in respect of such 40% of the usable Built up area (Residential Part) & 28% of the usable Built up area (Commercial Part) shall be as per project and if it is found that the total built up area of the Second schedule property i.e. the owners allocation covered more than 40% of the usable Built up area (Residential Part) & 28% of the usable Built up area (Commercial Part) of the total built up area then the Land Owners shall be bound to pay the Developers the price of the excess built up area on the basis of existing market rate of the Second schedule area.

- 11) That if the Developers fail to deliver the possession of the Second Schedule Property to the Land Owners within Schedule period or if the Developers violate any condition of this Agreement then the Land Owners shall have the liberty to File Suit to restrain the Developers from making Construction over the following Schedule Property.
- 12) That the Developers can construct the Building for use or occupation.
- 13) That it is hereby agreed that in the event of death of any of the Owners this agreement shall not be terminated and in such case the heirs and legal representatives of the deceased Owner shall automatically step into the shares for all intent and purpose.

Manoj G. Joshi
MANOJ KUMAR JOSHI
ADVOCATE & SOLICITOR
EXCERIMENT No : 01/1997/11

Nishtha Sen

Sajer Saha

Parvinder Choudhary
Partner

*For, S.P. Enterprise
Pradeep Kumar Saha*
Partner

14. That all disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement either as to the interpretation or meaning of any provision hereof or as to any claim of one party against the other, or any suit or legal proceeding arising out of this agreement between the parties or their representatives only are subjected to the courts at Malda District only having jurisdiction to entertain and try the same.
15. That in the course of business the Developers may mortgage or create charge and lien on the said properties mentioned in the First Schedule in favour of any Bank or Financial institution to raise the necessary funds for the construction cost and expenses however such charge/mortgage shall include Owners 40% of the usable Built up area (Residential Part) & 28% of the usable Built up area (Commercial Part) and all other amenities, facilities, parking and benefits in the same proportion. In this case the Developers will be fully responsible to release all the documents of land from the concerning Bank or Financial Institution.
16. That it is further hereby agreed by and between both the parties that the Land Owners and Developers can sell any part or portion of their respective Share as stated in point 1 g) *supra* of the usable Build-up area and all other amenities, facilities, parking and benefits in the same proportion allotted to them by the Developer and more particularly as described in the Second and Third Schedule herein. In such an event the agreement for sale of usable area shall be executed by the Developers

Manoj G. Das.
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLMENT No. F.S. 775/13

Uttam Kumar Saha
Son of
Subrata Saha

Mr. S. P. Enterprise
Gumito Choudhury
Partner
Pradip Kumar Saha
P.W.D.

and Land Owners. Moreover, if the Land Owners would sell their allotted portion below the market price prevailed at that time then it is obligatory for them to sell it to the Developers at the reduced price.

17. That if any taxes (Municipality Tax, GST etc.) arise in future will be paid by Land Owners or Developers as mutually agreed between them.
18. That the Developers would pay to the Land Owners rent amounting Rs.3,600/- in total during the construction period for temporary shifting by the Land Owners to the rented premise.
19. That the Developers would pay Rs.1,50,00,000/- in total to the Land owners part by part prior to completion of construction *in lieu of* 5,000 sq. ft. constructed residential area allotted to the Land Owners in the building as stated in point 1g) *supra* out of which the Developer has already paid Rs. 10,00,000/- (Rupees Ten Lakhs) only by way of RTGS being No. UTIBR52024041200358739 dated 12.04.2024 from Axis Bank, Malda Branch, Malda, Rs. 5,00,000/- (Rupees Five Lakhs) only by way of cheque being No. 407124 dated 02.05.2024 from Bangiya Gramin Vikash Bank, Malda Branch, Rs. 5,00,000/- (Rupees Five Lakhs) only by way of IMPS being No. 417612961086 dated 24.06.2024, Rs. 5,00,000/- (Rupees Five Lakhs) only by way of RTGS being No. SBINR12024062430979285 dated 24.06.2024, Rs. 5,00,000/- (Rupees Five Lakhs) only by way of RTGS being No. SBINR12024062531307770 dated 25.06.2024 to the owner No. 1 Uttam Kumar Saha and Rs.

Manoj Kumar Das

MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT No. F514761/08

Sagar Saha

Sagar Saha

*Mr. S. P. K. Enterprise
Somitro Choudhury
Partner*

*Mr. S. P. K. Enterprise
Pradip Kumar Saha
Partner*

15,00,000/- (Rupees Fifteen Lakhs) only by way of RTGS being No. UTIBR52024041200358739 dated 12.04.2024 from Axis Bank, Malda Branch, Malda, Rs. 10,00,000/- (Rupees Ten Lakhs) only by way of RTGS being No. UTIBR52024050200360869 dated 02.05.2024 from Axis Bank, Malda Branch, Malda and Rs. 100/- (Rupees One Hundred) only by way of IMPS being No. 416913600561 dated 17.06.2024 from SBI, Malda Branch, Malda Rs. 99,950/- (Rupees Ninety Nine Thousand Nine Hundred Fifty) only by way of IMPS being No. 417011993394 dated 18.06.2024 from SBI, Malda Branch, Malda and Rs. 3,99,950/- (Rupees Three Lakhs Ninety Nine Thousand Nine Hundred Fifty) only by way of IMPS being No. 417011511214 dated 18.06.2024 from SBI, Malda Branch, Malda to the owner No. 2 Sagar Saha total Rs. 60,00,000/- (Rupees Sixty Lakhs) only.

THE SECOND PART (DEVELOPERS) HAVE FURTHER AGREED:

- 1) The Developers shall make Construction over the First Schedule Property at their own cost after taking permission from the concerned Authority.
- 2) The Developers will develop the said Land and Construct the Multistoried Building and complete the same with Electrical wiring, Installation of water Pump (Electric Motor Operating Pump) Pump Line, Lift and other Accessories of lifting water to the overhead reservoir and obtaining connection of Electricity at their own Cost and Expenses.

Manoj Das

Sudarshan Saha

For, S.P. Enterprise
Gomita Choudhury

Partner

For, S.P. Enterprise
Praship Kumar Saha
Partner

- 3) That the Developers shall have exclusive control rights, title and interest over the roof of the building and shall be entitled to make further construction or use hanging Hording for Advertisement Purpose. But the Flat Owners/tenants/ Commercial users may install and maintain Dish Antena, Outdoor AC Unit, equipment to dry cloths under the Sun on the roof. The Flat Owners / tenants/ Commercial users would not be allowed to use any portion of the building for commercial use. Developers, Land owners, Flat Owners Cannot install any mobile Tower on the Roof.
- 4) The Developers shall make the said Multistoried Building and would make the said property fit for Occupation or use, by making drainage, sanitary system and staircases.
- 5) The Developers may advertise in the media for sale and shall be entitled to make Advertisement, Hang up Advertisement Board upon the said Property and do such other things as right be required for the purpose of sale of the Flats in the said Premises to be constructed without in any way prejudicing the interest of this owner, till handing over the completed flats to Owners and customers.
- 6) The Developers shall be at liberty to procure buyers for the sale of proposed Third Schedule useable area and for said purpose the Developers shall have the right to enter into agreement or sale in respect of the said useable area and also to receive advance payment of consideration money from the said intending Purchasers.

Manoj G. Das.
MANOJ KUMAR DAS
ADV. CATE, MALDA
ENTITLEMENT, P. 7 CH/150/13

Manoj Kumar

Sukhbir Singh

For, S. P. Enterprises
Gomathi Chowdhury
Partner

For, S. P. Enterprises
Pradeep Kumar Saha
Partner

- 7) The Developers agree and declare that they have made searches and enquiries and have satisfied themselves that the land is free from encumbrances or restrictions and that it is suitable for Construction of the said Multistoried Building and laws applicable thereto permit the same for useable area to carry out the purpose and objects of these presents.
- 8) As on or from the date of Development Agreement the Developers shall be entitled to book and sell the allocation area in the said property mentioned in the First Schedule to the prospective buyers on ownership basis [except 40% of the usable Built up area (Residential Part) & 28% of the usable Built up area (Commercial Part) and all other amenities, facilities, parking and benefits in the same proportion to be allotted to the Owners] on such terms and conditions as the Developers may in their sole discretion think fit and proper and for the purpose the Developers shall be at liberty to enter into such Agreements, to receive the consideration amounts receivable under the said Agreements from such prospective buyers on their own account. However in all such agreements it shall be made clear to the Flat purchasers that such agreements are subject to rights of the Owners under this agreement and possession of all or any such flat shall not be handed over by the Developers to said flat purchasers unless and until Owners are resettled in their new permanent alternate accommodation on ownership basis.

Suben Saha

Suben Saha

*For, S.P. Enterprise
Bomita Choudhury
Partner*

*For, S.P. Enterprise
Pradip Kumar Saha
Partner*

THAT THE FIRST PART (LAND OWNER) HAVE FURTHER AGREED

1. That the Owners shall on the request by the Developers shall sign and execute all further documents, forms, papers and applications consents, no objections etc. necessary for the purpose of and in relation to the said development and cost of construction of the proposed building/project: thereof shall be borne by the Developers.
2. That the Land Owners shall convey all rights of ownership to the intending Purchaser of the Allotted portion with the Proportionate share of the Land underneath against the consideration of Construction and possession of the said useable area which is specifically mentioned in the Third Schedule below to be constructed on the following First Schedule Property. The Developers are entitled to receive the sale price of the Allotted portion in respect of the Developers Allocation over the First schedule Property. The Land Owners shall have no right to claim any part of the sale price of the third schedule part.
3. If Land Owners would receive Cash from Developers in lieu of constructed area , then the Developers would retain that constructed Part and would be able to sale it to the prospective buyers.
4. The Land owners have agree to execute a Deed of Development Power of Attorney /General Power of Attorney in favour of the Developer authorizing, constituting and nominating the Developer as their true and lawful attorney by giving all necessary powers. The Developer as

Manoj Saha

Sudan Saha

For, S.P. Enterprises
Gomita Choudhury
Partner

For, S.P. Enterprises
Rachit Kumar Saha
Partner

constituted attorney of the owners shall have right to execute Deed of Sale, Agreement for Sale, Lease, Gift, Mortgage to the intending purchaser/s, Bank or any financial institution for the allocated portion in respect of the Developers allocation mentioned in Third Schedule below.

5. That the Land Owners hereby agreed and covenant with the Developers to do all acts and things necessary for execution of necessary documents in respect of Proportionate share of the said Plot of Land to the Legal Heirs of the Developers in respect of the Developers Allocation. That the Developers shall have the right to sale the Old Building materials to any person and to receive the price thereof.
6. The land owners have allowed and permitted to use their adjacent property of the 'First Schedule' land to the Developer for the betterment and necessity of the project.
7. The land owners have no objection if the Developer has include other adjacent plot or rest area of the first schedule land in this project and in this position the land owner will enter and execute another Development Agreement and Power of Attorney in favour of the Developer.
8. To specify the First schedule property - sketch Maps are annexed with this deed which shall be treated as a part of the deed.
9. That the Land Owners will hand over necessary Documents of land to the Bank or Financial Institution as mortgage for the security in respect of

Abdul Bari

Sager Saha

*For, S.P. Enterprise
Committee Chairperson
Partner*

*For, S.P. Enterprise
Prachip Kumar Saha
Partner*

project financed by the Bank or Financial Institution. In this case the Developers will be fully responsible to release all the document of land from the concerning Bank or Financial Institution.

10. That the Land Owners shall appoint, nominate and constituted the Developers as his constituted Attorney to do all acts, deeds, and things for the purpose of commercial exploitation or other necessary powers.
11. That if any tax (Municipality Tax / GST etc) arise in future, for the Land Owners Portion will be paid by the Landowners.

SETTLEMENT OF DISPUTES IF ANY:-

All DISPUTES AND DIFFERENCES arising out of this Agreement as regards the Construction or interpretation of any of the terms and conditions herein contained or in any way touching or relating to these presents and of the respective rights, duties and obligations of the Parties hereto or their privacies shall be settled by the Parties amicably, by amicable negotiations and discussions amongst them and in case of failure of the parties to settle amicably such dispute sand differences be referred to the two arbitrators one to be appointed and nominate by each of the parties hereto accordingly to the provisions of the law of Arbitration now in force.

The First Schedule above Referred to:

All That piece and parcel of land measuring 37.878 Decimal in total out of which 34.578 Decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L.

Uttam Kumar Saha

Sagar Saha

For, S.P. Enterprise
Gomotra Jorhatwary
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

No. 105, Old Khatian No. 284, 530, 830, 21, L.R. Khatian No. 2350, R. S. Plot No- 1599, 1572 & 1571, Corresponding to L.R. Plot No. 1740 area- 14.80 decimal, 1723 area- 18.39 decimal, & 1722 area- 1.388 decimal, under Ward No. 18 of Old Malda Municipality own and possessed by Uttam Kumar Saha i.e. owner No. 1 and measuring 3.30 Decimal out of 37.878 decimal within Dist- Malda, P.S- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, L.R. Khatian No. 11909, R.S. Plot No-1599, Corresponding to L.R. Plot No. 1740 area- 3.30 decimal under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2.

The Land Butted and Bounded by:

NORTH:- Bulbul Chandi Road (40 feet wide metal road)

SOUTH:- Land owner

EAST:- Land owner & Sidam Das and Ranjan Biswas

WEST:- Land owner & Ganesh Saha

SECOND SCHEDULE (LAND OWNERS ALLOCATION)

PART -1

ALL THE Allotted portion of the Multi storied building as per sanctioned by Old Malda Municipality Land Owners shall retain 40% of the usable Built up area (Residential Part) & 28% of the usable Built up area (Commercial Part).

Manoj Das.
MANOJ KUMAR DAS
ADVOCATE, M.A.
ENROLLMENT NO. 13212

Page No. 20 of 23

Abinash Banerjee

Sudor Saha

For, S.P. Ventures Pvt. Ltd.
Govind Choudhury
Pvt. Ltd.

For, S.P. Enterprise
Pradip Kumar Saha
Pvt. Ltd.

PART-II

The undivided imitable proportionate shall in the land and the common portions agreed with the owner

ALL THAT the undivided imitable proportionate share and/or interest in the land described in the First schedule herein above written and the common portion described in the Fourth schedule hereinafter with all the common rights and liabilities.

THIRD SCHEDULE (DEVELOPER ALLOCATION)

PART-I

ALL THE Allotted portion of the Multi storied building as per sanctioned by Old Malda Municipality and the Developers shall be entitled to 60% of the usable Built up area (Residential Part) & 72% of the usable Built up area (Commercial Part).

PART-II

The undivided imitable proportionate shall in the land and the common portions agreed with the owner

ALL THAT the undivided imitable proportionate share and/or interest in the land described in the First schedule herein above written and the common portion described in the Fourth schedule hereinafter with all the common rights and liabilities.

S. P. Kapoor

S. P. Kapoor

*For, S.P. Kapoor Enterprise
Somita Choudhury
Partner*

*For, S.P. Kapoor Enterprise
Pradip Kumar Saha
Partner*

THE FOURTH SCHEDULE ABOVE REFERRED TO :-
(Common Portions)

01. Entrance and Exists, internal Road and Passages.
02. Two Staircase, Lobby and Landings.
03. Drains, Sewers and Pipes from the Building to the Septic Tank.
04. All inside and outside brick / block works of the Building excepting the Units and Flats or apartments.
05. Electrical Wirings, Fittings and other Accessories for lighting the Staircase and other common areas.
06. Water and Sewerage evacuation pipes from the unit to the drains and sewers common to the Building.
07. Main Gate of the Building and Boundary for the same up to roof.
08. Roof of the Building to be used both by Landowners and Developers in proportion to the area of allocation.
09. Water Pump with Motor and Water distribution pipes (save those which are inside and exclusive for Flats.)
10. Water Supply Arrangement.
11. One or more Elevator of branded company.
12. One Generator of branded company.
13. That if any tax (Municipality Tax / GST etc) arise in future, will be paid by the flat owner.

Atmanirbhar Bharat

Safdar Saha

For, S.P. Enterprise
Gourmitra Choudhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES:

1) Dipankar Das
8/6, Late - Madhab Ch. Das
Vill - Natunpally
P. O - Mangalbari
P.S & Dist - Malda

Atmanirbhar Bharat

Safdar Saha
(Signature OWNER / 1st party)

For, S.P. Enterprise
Gourmitra Choudhury
Partner

2) Rimpal Saha
W/O - Ashim Sarkar
vill - Mangal Bari Tute Para
P.O - Mangal Bari
P.S & Dist - Malda

For, S.P. Enterprise
Pradip Kumar Saha
Partner
(Signature Developer / 2nd party)

Drafted By : Manoj Kumar Das

Manoj Kumar Das

Advocate, Malda. 29.06.2024
Enrolment No. F-911/790/2003

Typed By : Kishore Paul

Kishore Paul
Kishore Computer Centre
S.P. Road, Malda

MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLMENT NO. F-911/790/2003

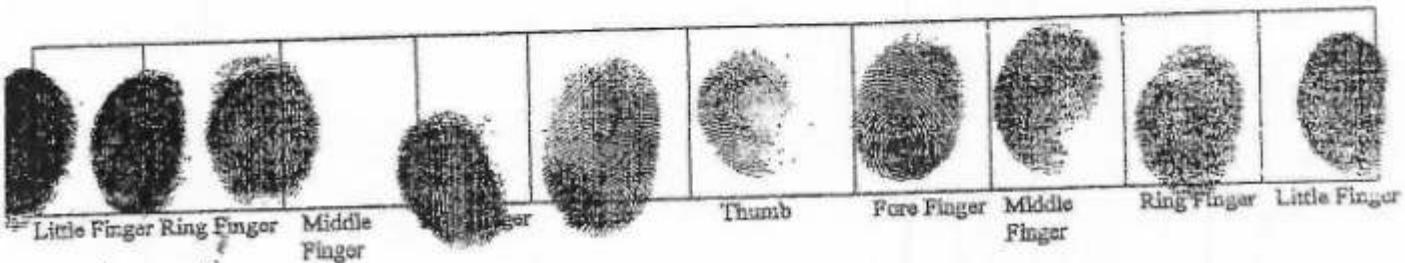
Page No. 23 of 23

ADDITIONAL SHEET

Left Hand Finger Print



Right Hand Finger Print



Signature: *John W. Peeler*

Left Hand Finger Print



Right Hand Finger Print



Signature: *Sajwar Saha*

ADDITIONAL SHEET

Left Hand Finger Print



Right Hand Finger Print



For, S.P. Enterprise
Signature: *Soumitra Choudhury*
Partner

Left Hand Finger Print



Right Hand Finger Print



For, S.P. Enterprise
Signature: *Pradip Kumar Saha*
Partner

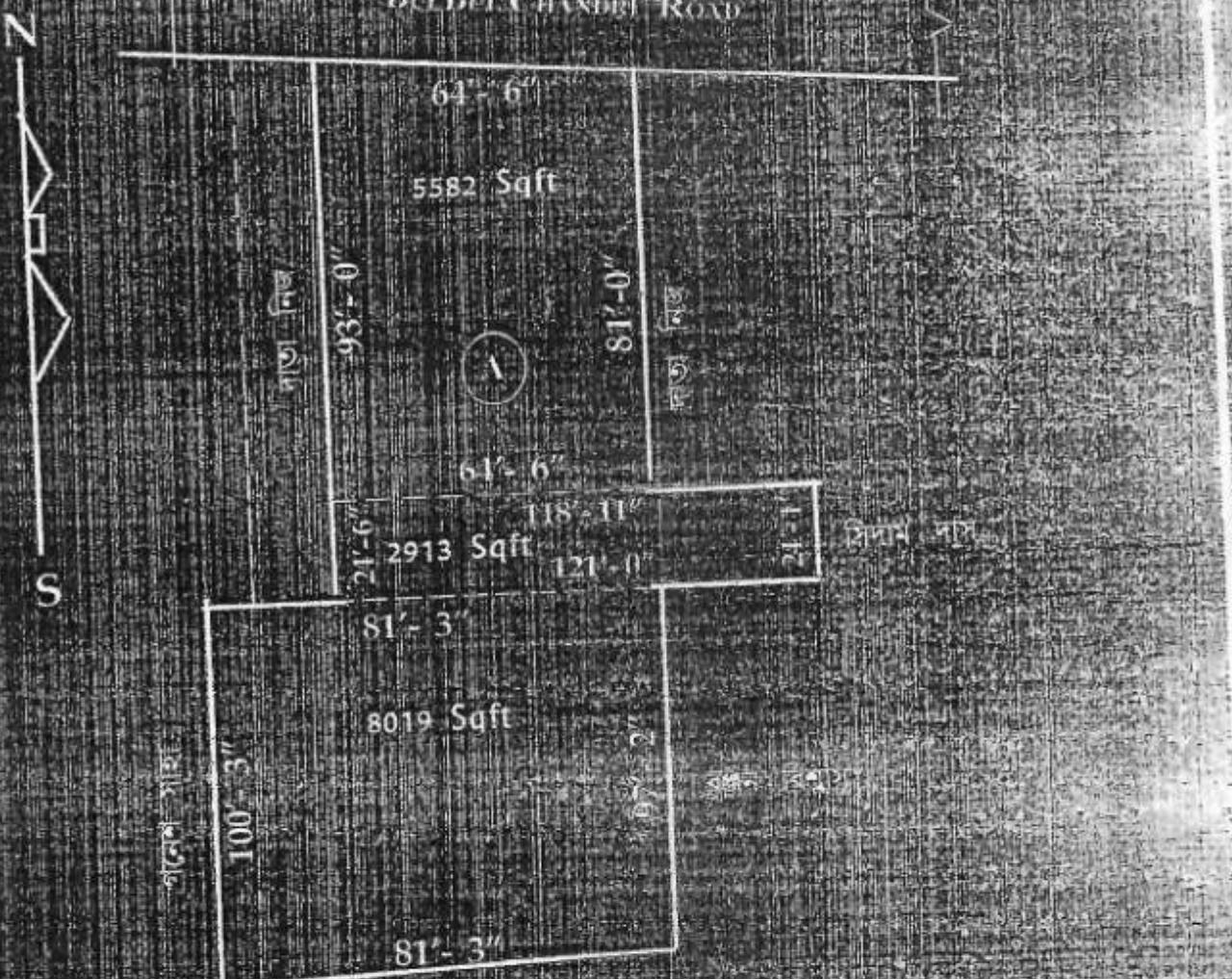
মৌজা - মঙ্গলবাড়ী সামন্তহ জেং এলং নং - ১০৫
জেলা ও থানা মালদহ। ওয়ার্ড নং - ১৮

R.S.দাগনং ১ R.দাগনং

১৫৭২ ১৭২৩
১৫৭১ ১৭২২
১৫৯১ ১৭৮০

বক্তব্য	পরিমাণ
বন্ধু	১৪.৩১ শতক
বন্ধু	১৫.৮০ শতক
বন্ধু	১৪.১ শতক
মোট	৩৪.৯১ শতক

BLUBET CHANDEL ROAD



তপশীল	দত্ত নিবৰ্ণ	J.R. দল অনুবয়ী শতক					
		ক্রম	বক্তব্য	ক্ষেত্র	পত্র	শতক	গুরুত
A	16514	২২	১৪	১৯	৩৭.৮৮	১.৩৮৮	১৮.৩৯
						১৮.১	

দত্তার বক্তব্য

গুরুতার বক্তব্য

DA



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



192024250100166888

GRN Details

GRN:	192024250100166888	Payment Mode:	SBI Epay
GRN Date:	01/07/2024 11:14:19	Bank/Gateway:	SBIEPay Payment Gateway
BRN:	4422799780529	BRN Date:	01/07/2024 11:14:41
Gateway Ref ID:	IGARLYZPO6	Method:	State Bank of India NB
GRIPS Payment ID:	010720242010016687	Payment Init. Date:	01/07/2024 11:14:19
Payment Status:	Successful	Payment Ref. No:	2001665999/1/2024 (Query No*/Query Year)

Depositor Details

Depositor's Name:	Mr S P Enterprise
Address:	South Singhatala
Mobile:	9434849112
Period From (dd/mm/yyyy):	01/07/2024
Period To (dd/mm/yyyy):	01/07/2024
Payment Ref ID:	2001665999/1/2024
Dept Ref ID/DRN:	2001665999/1/2024

Payment Details

Sl. No.	Payment Ref. No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001665999/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	70001
2	2001665999/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	60007
Total				130008

IN WORDS: ONE LAKH THIRTY THOUSAND EIGHT ONLY.

Major Information of the Deed

Deed No:	I-0902-07563/2024	Date of Registration:	03/07/2024
Query No / Year:	0902-2001665999/2024	Office where deed is registered:	
Query Date:	01/07/2024 11:06:26 AM	A.D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Manoj Kumar Das Malda Bar Association, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 8293643295, Status : Advocate		
Transaction:	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs. : 60,00,000/-]		
Sett. Value:	Market Value:		
Rs. 30,00,000/-	Re. 6,41,27,652/-		
Stamp Duty Paid (SD):	Registration Fee Paid:		
Rs. 75,001/- (Article:48(g))	Rs. 60,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the esement slip.(Urban area)		

Land Details :

District: Malda, P.S:- Malda, Municipality: OLD MALDA, Road: Bulbul Chandi Road, Mouza: Mongalbari Samandai, Jl No: 105, Pin Code : 732142

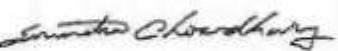
Sch. No	Plot Number	Khatian Number	Land Proposed Use	Area of Land	Sett. Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1723 (RS :-)	LR-2350	Commercial	Bastu	18.39 Dec	15,00,000/-	3,11,34,365/- Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L2	LR-1722 (RS :-)	LR-2350	Commercial	Vita	1.388 Dec	3,00,000/-	23,49,892/- Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L3	LR-1740 (RS :-)	LR-2350	Commercial	Bastu	14.8 Dec	10,00,000/-	2,50,56,477/- Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L4	LR-1740 (RS :-)	LR-11908	Commercial	Bastu	3.3 Dec	2,00,000/-	55,86,918/- Width of Approach Road: 40 Ft., Adjacent to Metal Road,
TOTAL :				37.878Dec	30,00,000 /-	641,27,652 /-	
Grand Total :				37.878Dec	30,00,000 /-	641,27,652 /-	

Land Lord Details :

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	S P ENTERPRISE South Singatela, City:- English Bazar, P.O:- Mokdumpur, P.S:-English Bazar, District:-Maida, West Bengal, India, PIN:- 732103 Date of Incorporation:XX-XX-2XX4 , PAN No.: Af00000x8I, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature	Photo	Finger Print	Signature
1	Soumitra Chowdhury Son of Arun Chowdhury Date of Execution - 29/06/2024, Admitted by: Self, Date of Admission: 02/07/2024, Place of Admission of Execution: Office		 Captured	
Jul 2 2024 12:55PM LTI 02/07/2024				02/07/2024
K J Sanyal Road, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District-Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: Adxxxxxx3I, Aadhaar No: 45xx000005333 Status : Representative, Representative of : S P ENTERPRISE (as Developer)				
2	Pradip Kumar Saha (Presentant) Son of Late Khagendra Nath Saha Date of Execution - 29/06/2024, Admitted by: Self, Date of Admission: 02/07/2024, Place of Admission of Execution: Office		 Captured	
Jul 2 2024 12:55PM LTI 02/07/2024				02/07/2024
Mistritol, City:- Not Specified, P.O:- Shershah, P.S:-Kaliachak, District-Malda, West Bengal, India, PIN:- 732201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: AVxxxxxx9P, Aadhaar No: 96xxxxxx4192 Status : Representative, Representative of : S P ENTERPRISE (as Developer)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Dipankar Das Son of Late Madhab Chandra Das Natupally, City:- Old Malda, P.O:- Mangelbari, P.S:-Malda, District-Malda, West Bengal, India, PIN:- 732142		 Captured	
	02/07/2024	02/07/2024	02/07/2024
Identifier Of Uttam Kumar Saha, Sagar Saha, Soumitra Chowdhury, Pradip Kumar Saha			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Uttam Kumar Saha	S P ENTERPRISE-18.39 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	Uttam Kumar Saha	S P ENTERPRISE-1.388 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	Uttam Kumar Saha	S P ENTERPRISE-14.8 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	Sagar Saha	S P ENTERPRISE-3.3 Dec

Land Details as per Land Record

District: Malda, P.S:- Malda, Municipality: OLD MALDA, Road: Bulbul Chandi Road, Mouza: Mongalbari Samandai, Jl No: 105, Pin Code : 732142

Sl.no	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1723, LR Khatian No:- 2350	Owner:উত্তম কুমার সাহা, Gurdian:অমলুক কুমার সাহা, Address:নিম্ন, Classification:বাস, Area:0.32000000 Acre,	Uttam Kumar Saha
L2	LR Plot No:- 1722, LR Khatian No:- 2350	Owner:উত্তম কুমার সাহা, Gurdian:অমলুক কুমার সাহা, Address:নিম্ন, Classification:বিন, Area:0.02000000 Acre,	Uttam Kumar Saha
L3	LR Plot No:- 1740, LR Khatian No:- 2350	Owner:উত্তম কুমার সাহা, Gurdian:অমলুক কুমার সাহা, Address:নিম্ন, Classification:বাস, Area:0.25000000 Acre,	Uttam Kumar Saha
L4	LR Plot No:- 1740, LR Khatian No:- 11909	Owner:সাগর সাহা, Gurdian:উত্তম কুমার সাহা, Address:মানসারা মংগলবাড়ী, Classification:বাস, Area:0.03000000 Acre,	Sagar Saha

Endorsement For Deed Number : I - 090207563 / 2024

On 02/07/2024

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 22B(3) 45 W.B. Registration Rules, 1962)

Presented for registration at 12:39 hrs on 02-07-2024, at the Office of the A.D.S.R. MALDA by Pradip Kumar Saha

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 6,41,27,652/-

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

Execution is admitted on 02/07/2024 by 1. Uttam Kumar Saha, Son of Late Amulya Kumar Saha, Mahananda Colony, P.O: Mangalbari, Thana: Malda, , City/Town: OLD MALDA, Malda, WEST BENGAL, India, PIN - 732142, by caste Hindu, by Profession Business, 2. Sagar Saha, Son of Uttam Kumar Saha, Mahananda Colony, P.O: Mangalbari, Thana: Malda, , City/Town: OLD MALDA, Malda, WEST BENGAL, India, PIN - 732142, by caste Hindu, by Profession Business

Indentified by Mr Dipankar Das, , Son of Late Madhab Chandra Das, Natunpally, P.O: Mangalbari, Thana: Malda, , City/Town: OLD MALDA, Malda, WEST BENGAL, India, PIN - 732142, by caste Hindu, by profession Others

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

Execution is admitted on 02-07-2024 by Soumitra Chowdhury, Developer, S P ENTERPRISE (Partnership Firm), South Singatala, City:- English Bazar, P.O:- Mokdumpur, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732103

Indentified by Mr Dipankar Das, , Son of Late Madhab Chandra Das, Natunpally, P.O: Mangalbari, Thana: Malda, , City/Town: OLD MALDA, Malda, WEST BENGAL, India, PIN - 732142, by caste Hindu, by profession Others

Execution is admitted on 02-07-2024 by Pradip Kumar Saha, Developer, S P ENTERPRISE (Partnership Firm), South Singatala, City:- English Bazar, P.O:- Mokdumpur, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732103

Indentified by Mr Dipankar Das, , Son of Late Madhab Chandra Das, Natunpally, P.O: Mangalbari, Thana: Malda, , City/Town: OLD MALDA, Malda, WEST BENGAL, India, PIN - 732142, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 80,007.00/- (B = Rs 80,000.00/- , E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 80,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/07/2024 11:14AM with Govt. Ref. No: 192024250100166888 on 01-07-2024, Amount Rs: 80,007/-

Bank: SBI EPay (SBEPay), Ref. No. 4422799780529 on 01-07-2024, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75.00/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,001/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 3520, Amount: Rs.5,000.00/-, Date of Purchase: 29/06/2024, Vendor name:

Malda Bar Association

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 01/07/2024 11:14AM with Govt. Ref. No: 192024250100166888 on 01-07-2024, Amount Rs: 70,001/-

Bank: SBI EPay (SBEPay), Ref. No. 4422799780529 on 01-07-2024, Head of Account 0030-02-103-003-02

Sandipan Das

Sandipan Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MALDA

Malda, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0902-2024, Page from 199779 to 199814

being No 090207563 for the year 2024.



Sandipan Das

Digitally signed by SANDIPAN DAS
Date: 2024.07.03 14:34:04 +05:30
Reason: Digital Signing of Deed.

(Sandipan Das) 03/07/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. MALDA

West Bengal.