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

Sabin Samanta Sam
Additional District Sub Registrar
Sadar, Paschim Medinipur

08 APR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 8th day of April
2022 (Two Thousand Twenty Two)

BETWEEN

Smadul

Suman Samanta

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दिनांक पर 07 APR 2022
 कोशिका नं. 5000/000
 नाम Soumen Samanta
 पता BE-75, Bidhannagar East
 जिला Midnapur
 तहसील
 पोस्टा
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07 APR 2022
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5000/000 = 5000.00



08 APR 2022



Brijesh Das



Soumen Samanta

SRI BRIJESH DAS [having PAN : AEVPD7237H], [having Aadhaar No : 3149 3099 2607], son of Sri Anadi Bhushan Das, by Occupation-Merine Engineer, by Faith-Hindu, by Nationality-Indian, residing at Deshbandhu Nagar, P.O. & P.S. - Medinipore, District – Paschim Medinipore, Pin – 721101 in the state of West Bengal, India; hereinafter called the “**LAND OWNER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

AND

“**SOUMEN SAMANTA**”, [having PAN : AQJPS6132J], a proprietorship concern, having its office at BE-75, Bidhannagar East, P.O. & P.S. – Medinipore, District – Paschim Medinipore, Pin - 721101, West Bengal Represented by its Proprietor **SRI SOUMEN SAMANTA**, [having PAN : AQJPS6132J], [having Aadhaar No . 6429 0838 1586], son of Late Balai Samanta, by Faith - Hindu, by Occupation-Business, by Nationality-Indian, residing at BE-75, Bidhannagar East, P.O. & P.S. – Medinipore, District – Paschim Medinipore, Pin - 721101, West Bengal, hereinafter referred to and called as the “**DEVELOPER**” (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representatives and assigns) of the **OTHER PART**.

Brijesh Das

Soumen Samanta

WHEREAS Atindra Kumar Jana, son of Late Anukul Chandra Jana was the absolute owner of the schedule of property which is mentioned in the First Schedule hereunder written.

AND WHEREAS by virtue of a Registered Deed of Sale, registered on 27.11.1968 duly recorded in book no. I, vide deed no. 6831 for the year 1968, registered in the office at Sadar Joint Sub-registrar at Medinipore the

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said Atindra Kumar Jana duly purchased the Schedule of Property from American Baptist Forint Mission Society, represented by his Attorney and Treasurer named Miss. Florence English, daughter of Late Jesoph English and then after by virtue of a Registered Deed of Lease vide Deed No. 33 registered on 07.01.2003, registered in the office at ADSR – Medinipore as Lessee and the Govt. of West Bengal being the Lessor had executed the said Lease Deed in favour of the said Atindra Kumar Jana for the Schedule of Property mentioned therein. The description of the said property is also mentioned in the First Schedule hereunder written.

AND WHEREAS by virtue of a Registered Deed of Sale, registered on 23.05.2003 recorded in book no. I, volume no. 55, pages 63 to 70, vide deed no. 1840 for the year 2003, the said Atindra Kumar Jana sold, conveyed and transferred the schedule of property area about 4488 sqft. i.e. = 0.1030 acre of bastu land in favour of the said Brijesh Das (the said Brijesh Das is purchaser therein and the said Brijesh Das is vendor herein).after getting permision from ADM & D.L & L.R.O Paschim Medinipur vide his memo no 7272/E/Sadar/29/2003 and subsequently Govt. West Bengal has been pleased to declare that land of Mouza BarPathar Cantonment, JL No.-168 under PS-Midnapur (Kotwali) The description of the said property is morefully mentioned therein. The description of the said property is also morefully described in the First Schedule hereunder written.

AND WHEREAS the said Brijesh Das is well seized and possessed the said purchased bastu land by virtue of the said Deed of Sale vide Deed No. 1840 of 2003 dt 23/05/2003 registered in the Office of the A.D.S.R Midnapur Dist. Paschim Medinipur ,and mutated his name in the Office of B.L & L.R.O Sadar Midnapur and L.R.R.O.R has been Prepared in his name and Finally Publish.

AND WHEREAS the said Brijesh Das has duly mutated his name being as absolute owner before the B.L. & L.R.O. of Medinipore Sadar Office in respect of the said property and the said property is now Recorded in L.R. Khatian

Brijesh Das

Soumen Samal

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No. 262, L.R. Dag No. 234,(P) J.L. No. 168, P.S. – Midnapur(Kotwali), Mouza – Cantonment Barpathar, area of land 0.1026 acres, District – Paschim Medinipore nature of land is Bastu and he has also mutated his name in the Office of the Medinipore Municipality and noted as Holding No. 30, Ward No. 04, Mahalla/Street – Barpathar Cantonment and he paid all tax or taxes to the said authority and other authority as 16 anna owner in respect of the said property. The description of the said property is morefully mentioned in the First Schedule hereunder written.

AND WHEREAS: the said Land OWNER herein express his desires to develop the aforesaid land by constructing a G+Permissible Upper Floor of the Multi storied building thereon and the Developer herein accepted the said proposal and the OWNER have decided to enter into this registered Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written for the requirement of financial requirements both the parties have agreed to execute a Development Agreement with proper notification of the allocation share between the land OWNER and DEVELOPER.

AND WHEREAS: for the smooth running of the said project the OWNER herein agreed to execute a power of attorney, by which the land OWNER herein have appointed and nominated the Proprietor of the “SOUMEN SAMANTA”, [having PAN : AQJPS6132J], a proprietorship concern, having its office at BE-75, Bidhannagar East, P.O. & P.S. – Medinipore, District – Paschim Medinipore, Pin - 721101, West Bengal Represented by its Proprietor SOUMEN SAMANTA, [having PAN : AQJPS6132J], [having Aadhar No . 6429 0838 1586], son of Late Balai Samanta, by Faith - Hindu, by Occupation- Business, by Nationality-Indian, residing at BE-75, Bidhannagar East, P.O. & P.S. – Medinipore, District – Paschim Medinipore, Pin - 721101, West Bengal, the Developer Firm herein as his Constituted Attorneys.

AND WHEREAS the aforesaid **SRI BRIJESH DAS** son of Sri Anadi Bhushan Das, being land OWNER has well seized and possessed the said

plot of land area about 4488 sqft. i.e. = 0.1030 acre with said roof tiles shed structure he has obtained the said plot of land and structure by virtue of the aforesaid Deed and he also get possession of the aforesaid land with structure and after mutating his/their name/names in the Municipal Record of the **Medinipore Municipality** as 16 ana OWNER of the said plot of land, thus seized and possessed of the same as 16 ana OWNER, without any interruption from any corner whatsoever and free from all encumbrances, decided to develop the aforesaid and below mentioned **Schedule** property by erecting a multi-flat/multi-storied building, but due to sufficient reasons and to lack of technical expertise the OWNER herein could not construct multi-storied building on the said plot of land and is searching a reputed Developer, who would construct multistoried building on the said land under certain terms and conditions interalia out of own costs and expenses after obtaining necessary sanction from the competent authority concern and knowing the very intention of the OWNER, the Developer Firm approached to the OWNER to allow the Firm to construct the said proposed multistoried building on the said land and has decided to enter into a Development Agreement with the Developer herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

ARTICLE — I DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:

1.1. **OWNER** : Shall mean aforesaid **SRI BRIJESH DAS** [having PAN : AEVPD7237H], [having Aadhaar No : 3149 309902607], son of Sri Anadi Bhushan Das.

1.2. **DEVELOPER** : Shall mean "**SOUMEN SAMANTA**", [having PAN : AQJPS6132J], a proprietorship concern, having its office at BE-75, Bidhannagar East, P.O. & P.S. – Medinipore, District – Paschim Medinipore, Pin - 721101, West Bengal Represented by its Proprietor **SRI SOUMEN SAMANTA**, [having PAN : AQJPS6132J], [having Aadhaar No . 6429 0838

1586], son of Late Balai Samanta, by Faith - Hindu, by Occupation-Business, by Nationality-Indian, residing at BE-75, Bidhannagar East, P.O. & P.S. - Medinipore, District - Paschim Medinipore, Pin - 721101, West Bengal.

1.3. **PREMISES/PROPERTY** : Shall mean and include **ALL THAT** piece and parcel of bastu land area of land 4488 sqft. i.e. = 0.1030 acre lying and situated at Mouza - Cantonment Barpathar, R.S. Khatian No.19, Mutated L.R. Khatian No. 262, R.S. Dag No. 234, Mutated L.R. Dag No. 234(P), J.L. No. 168, P.S. -Midnapur(Kotwali), Medinipore Municipality by noted Holding No.130, Ward No. 03, Mahalla/Street - BarPathar. Cantonment, District - Paschim Medinipore the description of the said plot of land & structure is morefully described in the First Schedule hereunder written.

1.4. **NEW BUILDING**:- shall mean the Multi-Storied Building Ground plus upper storied Building as per available sanctioned area which is to be constructed over the said premises as per plan to be sanctioned by the Midnapur Municipal Authority concern.

1.5. **COMMON AREA FACILITIES AND AMENITIES** : shall mean and include, corridors ,stair ways, passage, Common lavatories, overhead water tank, water pump and motor, roof, lift, if and other facilities which is to be attached with the proposed Building for better enjoyment as Apartment OWNERSHIP Act or mutually agreed by between the OWNER and Developer.

1.6. **SALEABLE SPACE** : shall mean the flats/units/Garages/Shop spaces in the building available for independent use for residential purpose as self-contained ûats/units after making due provision for common amenities and facilities for better enjoyment against consideration and/or maintenance.

1.7. **COVERED AREA** : shall mean total build up area for any unit plus proportionate stair/lobby/ lift room, meter room etc.

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1.8. **CHARGEABLE AREA** : shall mean covered area plus 25% service area is to be considered as super built up area, which is applicable at present for individual unit.

1.9. **BUILDING PLAN** : shall mean Ground plus upper storied building as per available sanction and plan to be prepared by the Architect/ Engineer/ L.B.S. of the Developer for the construction of the building and to be sanctioned by the Medinipore Municipality with such addition, alteration or modification as may be made by the Developer through its Architect/ Engineer / L.B.S from time to time.

1.10. **LAND OWNER'S ALLOCATION** : The OWNER will get about total 40% area of construction area of the said building of G+Permissible Upper floor storied building wherein the said land OWNER will get there ratio as follows :

a. Owner will get 40% of the construction area of the total construction area of the said multi storied building (G+VII) wherein the allocation of the construction area of each floor would be as 40% and it is to be noted as follows

1. **North-East** side of the Ground Floor of 40% out of total 100% of the construction area on the ground floor.
2. Entered 2nd Floor, 4th Floor and 6th Floor of the multi Storied Building

The said developer shall bound to provide free hold shifting charges in favour of the said land OWNER.

Signature

Signature

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The land OWNER allocation is morefully described in the Second Schedule hereunder written.

1.11. **DEVELOPER'S/PROMOTER'S ALLOCATION:-** shall mean Developer Firm will get remaining area (i.e. 60% out of 100%) after deducting OWNER's Allocation stated above, including stair area, Lobby, lift area, together with undivided proportioned share of underneath land and other common areas common installations which is to be constructed on the basis of the Plan to be sanctioned by the Municipal authority with due modification/ addition/ alteration thereof. The Allocation includes undivided proportionate share of underneath land and common facilities and amenities attached with the newly constructed Building. The description of the Developer's Allocation is morefully described in the Third Schedule hereunder written.

1.12. **TRANSFER :-** shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchaser/purchasers thereof against valuable consideration.

ARTICLE - II : COMMENCEMENT & DURATION

2.1. The Agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flat/ units / Garage / space to the intending purchasers and also after delivered of possession to the flat OWNER and land OWNER and formation of the flat / unit OWNER Association.

ARTICLE — III

OWNER DECLARATION, RIGHTS, DUTIES AND RESPONSIBILITIES

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3.1. The OWNER hereby declare that he is the absolute OWNER of the First Schedule property and now seized and possessed of the same without any disturbance hindrance in any manner whatsoever.

3.2 That OWNER hereby agree and undertake to take to pay all the cost and expenses for arrear of Municipal Taxes, Mutation in the record of the Medinipore Municipality, L. R. Mutation and other allied works before starting construction work of the building and such and to be borne initially borne by the Developer. The said Developer shall pay all expenses for the all papers works by their own expenses. It is agreed that arrear taxes as well as Khajana and other allied cost regarding land all ready paid by the OWNER.

3.3. That the said property is free from all charges, encumbrances, liabilities, demand, attachments, lispens, acquisition or requisition whatsoever or howsoever and the OWNER have good and marketable title over the said land.

3.4. That the OWNER he agreed that he/they will not grant lease, mortgage, charge or encumber the First Schedule property in any manner whatsoever during the existing/continuation of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertake that for the betterment of the Project shall acquire and to produce all the relevant original Deeds, Parchas, Land Tax receipt, and other documents and copy of the order if any from the competent Court of law and other appropriate authority Concern. That the Developer will acquire the rest documents, at the cost of the Developer at first and the OWNER will bear the cost of such additional papers and documents and the same will be adjusted at the time of delivery of possession in the new Building.

3.5. That the OWNER hereby agree to deliver peaceful vacant and khas possession of the entire property to the Developer ûrm within 6 (Six) month from the date of execution of this Development Agreement or as mutually decided by the OWNER and Developer.

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3.6. That the OWNER hereby agree to appear before the office of the B.L.& L.R.O. and other appropriate authority concern and to present for mutata their names and to execute and to sign all the petitions, Affidavit, Deeds, Documents, plaints, written objection, proposed site plan, building plan, declaration of amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer Firm or its Nominated person or persons for better enjoyment of the construction over the schedule land and betterment of project and also for the betterment of title over the Schedule property.

3.7. That the OWNER shall be liable and responsible for litigation, if any pending or arose due to defects on title in respect of their portion or with regard to title in respect of the land or any boundary restraining order comes into force due to act of any third party or contagious land OWNER, then the Developer will be entitled to get compensation and cost of litigation from the OWNER, which will be incurred by the developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern then the delay in respect of delivery of possession of the OWNER allocation shall not be considered the delay on the part of the Developer. That for considering the above the developer shall pay the compensation cost and free hold shifting charges for expenses would be payable for the said OWNER till the handover of the khas piece full residential free hold residential flat by the said developer in favour of the land OWNER if the contractual period has been over.

3.8. That the OWNER hereby undertake to deliver all the original Deeds Municipal Mutation Certificate/s, L.R. Mutation certiûcate and documents including Parcha, Land Tax receipt, etc. to the Developer, at the time of execution of this Agreement on accountable receipt for betterment of the said project and after Delivery of possession of the OWNER Allocation and after selling of all the units of the Developer's Allocation, all Original Deeds and Documents will be handed by the Developer to the Flats OWNER' Association.

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3.9. That the OWNER hereby giving exclusive license to the Developer to commercially exploit the land as per terms and condition contained in this agreement and also giving right to the Developer to demolish the existing old building at the Developers Cost and expenses and all the debris and old Building materials will be taken by the Developer after demolishing the same and the OWNER hereby authorized the Developer to enter into agreement for sale, transfer, and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the OWNER will give necessary consent for betterment of this project without raising any objection to that effect save and expect the OWNER' allocation as mentioned.

3.10. The OWNER have agreed to execute a Registered Development Power of Attorney in favour of the Developer Firm or its nominated person for the purpose of addition, alteration, revision, of the sanctioned building plan, construction and completion of the work as per agreement, for the purpose of Agreement for Sale without possession, Registration of the Deed of transfer, Deed of Relinquishment, Deed of Gift and all others Deeds/ Declarations for betterment of project and/or regarding delivery of possession in favour of the intending purchaser/ purchasers and to sign on the Deed on or behalf of the OWNER same before the Registration authority concern who has authority to register the Deed of transfer and other documents and if required OWNER will put their respective signatures on the Agreement for Sale, Declaration in the form of No Objection Deed of Conveyance prior delivery of possession of the OWNER' allocation. It is also further agreed that for the purpose of betterment of title of the intending purchasers OWNER will join in the Deed of Conveyance for Transfer / Unit to the intending purchaser/ s if required for betterment of the project work.

3.11. That the OWNER hereby without being influenced or provoked by anybody and in presence of the witness do hereby categorically declared that the Developer shall construct the building exclusively at its firm's name and also by taking other Partner/s in the firm and its own cost, arrangement and

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expenses as well as the OWNER shall have no financial participation and/or involvement. Further the Developer shall deliver the OWNER' Allocation in the proposed building within 30 (Thirty) months from the date of Sanction of Building Plan by the concern Authorities and further period of 6 (Six) months be extended to that effect if required for force majeure. The Developer shall have liberty to receive any amount from the purchaser / purchasers in its own name on the basis of this agreement and on the strength of the Development power of Attorney mentioned herein above. But for the said facts if any disputes arises from the said purchaser or purchasers on that part the said OWNER shall never be liable to pay any kind of money and or expenses for the same.

3.12 That it is pertinent to mention here that if the Developer fails to deliver the OWNER Allocation within the aforesaid period of 30 (Thirty) months from the date of Sanction building plan and further period of 6 (Six) months, in that case the OWNER will be entitled to get a sum of Rs.50,000/- (Rupees Fifty Thousand) only per month as compensation after expiry of the period stated above to till delivery of re-possession.

3.13. That the OWNER shall have to clear all the Municipal Taxes, Land Tax, Electric and other dues if any, due to extra work within the Flat of the building other than the specification of flat/unit (which will be executed by the parties and shall made as annexure, which will be treated as part of the Agreement), and also for the excess area from the allocated area (if found), or any other consideration, to the developer, prior taking possession thereon. It is also pertinent to mentioned here that the Developer will pay necessary Fees, Fine, Charges and impositions and shall bound to obtained Occupancy Certificate from the Municipal authority concerned and the same will be provided to the OWNER at the time of delivery of OWNER Allocation along with the said developer shall provide possession letter, sketch map of OWNER allocation by mentioning flat no. and or unit no. and all papers, copy of plan, copy of C.C., and other related documents in favour of the said OWNER at the time of Delivery of possession in respect of the OWNER allocation.

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ARTICLE - IV**DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION**

4.1. The Developer hereby agreed to complete the multi-storied building over the property as per plan to be sanctioned by the Midnapur Municipal Authority concern with due modification or amendment of the sanctioned plan as made or caused to be made by the Architect/Engineer/L.B.S. of the Developer and the OWNER in any circumstance will not be entitled to claim extra sanctioned area of the Building and Developer will pay all extra cost, fine and impositions as demanded by the Municipal Authority concern.

4.2. All applicants ,plans, papers and documents as may be required by the developer for the purpose of sanction of revised plan addition, alteration, of the building plan shall be submitted by the Developer with due signature of the OWNER or on behalf of the OWNER as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon. It is also provided that the developer shall be entitled to get refund all the refundable amount, which are to be paid by the Developer.

4.3. The Developer hereby agreed to complete the Building in all respect within the stipulated period stated above and the time will be the essence of the contract. The Developer hereby agreed to deliver possession of the OWNER allocation in the proposed new building within the stipulated period mentioned herein above along with other terms and conditions stated above.

4.4. That the notice for delivery of possession of the OWNER Allocation in the new building shall be delivered by the Developer in writing or though the Advocate of the Developer either by Registered post or courier service or hand delivery with acknowledgement due card and the OWNER are bound to take possession within 30 days from the date of service of this letter. If the OWNER fail to take delivery of possession or neglected to do so, then it will be deemed that the OWNER allocation already delivered and the Developer shall be entitled to transfer the Developer's allocation without any further

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notice and/or there advocate shall be deem shall be deem fit and proper by replying letter and or Arbitration and or compliance all disputs either by issued notice and or amicable agreement.

4.5 That the Developer shall complete the construction for the said multi storied building at the said premises by their own expenses and the Developer shall provide the C.C. for the said multi storied building on that part the said Developer shall provide the copy of the said C.C. to the land OWNER and the land OWNER shall never pay any kind of money or amount to the Developer for the said Construction and the said Developer has right to complete the construction as per sanction plan and/or municipal laws for the said construction and the developer shall never raised objection for the said building and/or raw-materials of the said construction and it is clear that the said Developer shall use the raw-materials as per P.W.D. guideline and/or of their own choice or choices and the Developer has right for amalgamated agreement at the adjacent land, on that part the land OWNER shall not objection for the same.

ARTICLE — V. CONSIDERATION & PROCEDURE

5.1. In consideration of the construction of the OWNER' allocation in the building and other consideration as mentioned in the OWNER' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as developer's allocation.

5.2. That the Developer will construct the building within speciûed period stated above and OWNER' allocation as per specfication mentioned in the Schedule herein below with standard materials and as per direction of the Architect/Engineer/L.B.S. appointed in this regard and in conformity of the Building rules as applicable therein.

ARTICLE — VI, DEALINGS OF SPACE IN THE BUILDING

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6.1. The Developer on completion of the building after getting Occupancy Certificate of the building from the Municipal Authority concern shall put the OWNER in undisputed possession in respect of the OWNER' allocation, within the stipulated period stated above, together with the right to enjoy the common facilities and amenities attached with the building and as enjoyed by the other of the flat OWNER.

Be it mentioned here that at the time of taking Occupancy Certificate from the Midnapur Municipal Authority Concern Developer will pay all charges, impositions and additional fees as demanded by the Municipal Authority Concern.

6.2. The Developer being the party of the second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/ Garage together with proportionate share of underneath land from Developer's Allocation in the premises to any prospective buyers before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or initial payments or part payments thereof shall be received by the Developer in respect of the Developer's Allocation .

6.3. The Developer shall at its own costs, construct and complete the building at the said premises in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder and as may be recommended by the Engineer from time to time. The Developer shall on completion of the new building, obtain Occupancy certificate front the Municipal Authority concern.

6.4. That the Developer shall erect and shall provide water supply as per custom of the locality, overhead reservoir, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of building having

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self contained apartment and constructed for sale of flats/garages on OWNERSHIP basis and as mutually agreed. Be it mentioned that cost for the purpose of Transformer/Mother meter of the building will born by the parties hereto as well as their intending purchasers of the units in the new Building and other expenses as installation charges, Security deposit for the new electric meter connection shall be paid by the OWNER for their respective meters.

ARTICLE — VII. COMMON FACILITIES

7.1. The Developer shall pay and bear all property taxes and other dues, liabilities and outgoings in respect of the building accruing due on and from the date of execution of the agreement and prior to that OWNER shall pay, bear and clear all dues, charges, demand, liabilities of any third party and also all outgoings in respect of the property and thereafter on and from handing over possession of the Flats by the Developer, Flat OWNER will pay dues according to their share.

7.2. As soon as the respective self contained flat / unit is completed, the developer shall give written notice to the OWNER requiring the OWNER to take possession of the OWNER' allocation in the building and after 30 (Thirty) days from the date of service of such notice and at all times thereafter the OWNER shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions payable in respect of the OWNER' allocation and the said rates to be apportioned with reference to the saleable space in the building, if any, are levied on the building as whole.

7.3. The OWNER and the developer shall punctually and regularly pay rates and taxes, for their respective Flats/units, before the concerned authorities or otherwise as may be mutually agreed upon between the OWNER and the developer. The OWNER hereby agree that they will indemnify against all claims actions demands, costs, charges and expenses and proceeding instituted

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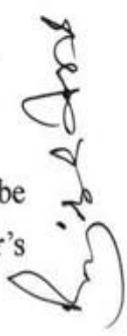
Sanjay Samal

by any third party or against the OWNER for the same the Developer will be entitled to get damages and vice versa.

7.4. The OWNER or his agents or representatives or any third party on the OWNER's behalf shall not do any act deed or things, wherein the Developer shall be prevented from construction and completing of the said building or to sale out the flat / units to the intending purchaser/purchasers without any valid reason. If the Developer is prevented then the OWNER or their legal representatives shall pay bound to indemnify the loss and damages for that purpose with interest.

ARTICLE — VIII . COMMON RESTRICTIONS

The OWNER allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developer's allocation respective possession in the building which are follows: -

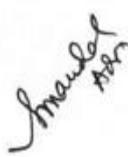


8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.



8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the OWNER, developer or from the competent authority or from municipal authority concerned in this behalf.

8.3. Neither party shall transfer or permit to transfer their respective allocation unless the proposed transfer shall have given a written undertaking to the effect that such transfer shall remain bound by the terms and conditions hereto and of these presents and further that such transferee shall pay all and also shall be payable in-relation to the area in each of their respective possession.



8.4. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations. The respective allottee or their transferees shall keep the interior Walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5. As and from the date, 'of completion of the building the developer and/or its transferees and the OWNER. and/or his transferees shall be liable to pay and bear proportionate charges on account of ground rents and GST and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

ARTICLE — IX. OWNER'S DUTY & INDEMNITY

9.1. The OWNER doth hereby agree and covenant with the Developer not to interfere or in any manner whatsoever during the construction and throughout the existence of this agreement and if any such interference or hindrance is caused by the OWNER or their heirs, agents, representatives causing hindrance or impediments to such construction the OWNER will be liable to repay entire amount invested by the Developer along with damage and interest over the amount invested by the Developer and rates of interest will be settled by the parties amicably. It is also further agreed that if the Developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land OWNER then OWNER will be liable to pay damages and cost of litigation to the Developer, in conformity with the conditions stated above.

*Smeetal
A/S*

Rajendra

Suman Samant

9.2. The OWNER or their legal representatives herein will have no right/ authority power to terminate and/ or determinate this agreement within the stipulated period as well as till the date of disposal of all the flats / shops/units of the developer's allocation without any valid reason.

9.3. It is agreed that the OWNER will not involve their contractor, any workmen, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the OWNER allocation in the building without any written consent from the Developer.

ARTICLE — X. DEVELOPER'S DUTY & INDEMNITY

10.1. That the Developer hereby agrees and covenants with the OWNER not to do any act, deed or things whereby OWNER are prevented from enjoying selling disposing of the OWNER' Allocation in the building at the said premises after delivery of Re-possession thereof to the OWNER. '

Handwritten signature

10.2. The Developer 'hereby undertake to keep the OWNER indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developers in relation to the making of construction of the said building from the date of execution of the Agreement. The Developer shall also not interfere in any manner whatsoever to the sale proceeds and/ or otherwise with regard to the OWNER's share or allocation and also not to claim any amount from the sale proceeds of the OWNER' allocation and also agreed not to encumber the OWNER' Allocation.

Handwritten signature

ARTICLE — XI. FORCE MAJURE

11.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majure" and shall be suspended from obligations during the duration of the Force Majures.

Handwritten signature

ARTICLE — XII. LEGAL

12.1. It is hereby agreed by and between the parties that all dispute and/ or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/ or anything 'done in pursuance hereto and / or otherwise shall be referred before the appropriate forum for the time being in force or any amendment thereon as may be applicable.

ARTICLE - XIII ARBITRATION CLAUSE

13. It is hereby agreed by and Between the Parties to this Agreement that all dispute may be resolved amicably after due consultation in between the owner & Developer and no their party interafrance may be permissible.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land area of land 4488 sqft. i.e. = 0.1030 acre lying and situated at Mouza – Cantonment Barpathar, R.S. Khatian No. 19, Mutated L.R. Khatian No. 262, R.S. Dag No. 234, Mutated L.R. Dag No. 234(P), J.L. No. 168, P.S. – Kotwali, Medinipore Municipality by noted Holding No. 130, Ward No. 03, Mahalla/Street – Barpathar Cantonment, District – Paschim Medinipore, the said property is/was recorded in L.R. record in the name of said Brijesh Das and the rent has been paying to the GOVT. Of West Bengal of the District Paschim Medinipur, which is butted and bounded as follows :

ON THE NORTH : Municipal Road (62 ft. wide more or less)
 ON THE SOUTH : Property of P.L. Hemrom.
 ON THE EAST : Municipal Road (14 ft. wide more or less)
 ON THE WEST : Property of Atindra Kumar Jana.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER ALLOCATION 40% of construction area out of 100% of the G+Permissible Upper Floor of the multi Storied building.

Brijesh Das

Soumen Samanta

Smadhal

The land OWNER hereto in consideration of allowing the Developer to develop the said premises as stated in the first schedule herein above by sanctioned by competent authority or the authority concern over and above the same will be entitled to have the allocation in the manner as follows :

LAND OWNER'S ALLOCATION : a. Owner will get 40% of the construction area of the total construction area of the said multi storied building (G+VII) wherein the allocation of the construction area of each floor would be as 40% and it is to be noted as follows :

1. **North-East** side of the Ground Floor of 40% out of total 100% of the construction area on the ground floor.
2. Entered 2nd Floor, 4th Floor and 6th Floor of the multi Storied Building.

The said developer shall bound to provide free hold shifting charges in favour of the said land OWNER/land OWNER

2. Later on after preparation of the floor plan, the flats spaces will be demarcated in the floor plan will be supplied to the OWNER along with a supplementary agreement (if any) denoting the flat space (if any) within the purview of their OWNER's allocation.

3. The aforesaid OWNER's allocated flats space will be in habitable condition including undivided proportionate and impartible share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all their amenities and facilities and mentioned in the fourth schedule hereunder written and before booking of the flat and developer will

Rishabh

Somen Saman

Snadul Adv.

be decided the proper allocation of OWNER flat habitable conditions together with all other common facilities of the said proposed building.

4. It is also settled that on agreement, the OWNER will give identical possession of existing land and also registered Power of Attorney in favour of the developer for acting in accordance with the clauses and powers delivered to the developer by the land OWNER.

5. The land OWNER will also give permission to amalgamate her plot with other neighbor plots.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation 60% out of 100% of construction area)

DEVELOPERS ALLOCATION : shall mean all the remaining portion of the entire building within the project (excluding OWNER's allocation described above) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the OWNER's allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[SPECIFICATION or WORK]

1. **STRUCTURE :** RCC framed structure for multi-storied building as per Architectural and Structural design calculation sheet as approved by authority concern;

2. **Brick work & Plastering :** Outer wall will be 8" thick, main wall and partition wall will be 5" thick with H.B. Netting and all inside and outside wall will be finished with cement plaster.

3. **Floors :** Entire building Floor will be vitrified tiles and 06" height skirting shall be provided.

Amal Ash

Rishika

Suman Samal

4. **Door and Frames :** Door's Frames are made of standard Wooden frames and approved quality. Main door and inside doors will be of Flash Door and shutters will be commercial solid type flash fitted with ring D handled and tower bolt, stopper, buffer and hsp bolt, 250" PVC door for bath and privy.
5. **Windows :** approved quality glam-rd steel windows with integrated grills including 3 mm Glass panels.
6. **Kitchen :** The Kitchen table top is made of 1'-6"wide Granite Stone. Ceramic Tiles are fitted on the back side wall of tables and sink upto 3'-00"height from the table top label and Kitchen will be provided with 2 (Two) points of CP Bip Cock/ Stop Cock/ Pillar Cock and CP waste of good quality branded.
7. **Toilet :** One Indian type commode and, One Western type commode in toilets and one shower and two bib cock of ISI standard quality tap, One Basin are fixed in toilet and it is fitted with ceramic tiles [8" X 6"] upto 5'-0" high.
8. **Drawing/Dining :** One Basin provided in the Drawing-cum-Dining Room.
9. **Water Supply :** All internal water lines are concealed of PVC pipes. Outside water pipe lines are high density PVC Deep tube well is provided for water supply and stored 'in overhead tank or 24 hours.
10. **Electrical Works :**All electric wiring are concealed throughout the Flats and two light points, one fan points and one 5 Amp Plug Point are provided in each Bed Rooms;
 One 15 Amp Plug Point, One Light Point and One exhaust fan point are provided in Kitchen;
 One Light point and One fan point, one TV Point and One Refrigerator point are provided in Drawing-cum-Dining Room;
 One light point and one exhaust: fan point are provided in each Bath Room;
 One Calling bell point at the main entrance of the Flat;
 One Electric Meter will provide by the Developer to the one of the Land OWNER Flat and in that case the Developer will spend the all the electrical expenses.

R. K. Sharma

Gourav Samant

*Amal
A.R.*

11. **Painting and Finishing** : Outer side of the walls and common area of the building will be finish with two coats suitable colour painting and the ûat and covered space will be finished with Good quality Putty. All Doors and Windows, Grills, Pumps, etc. will be painted with primer.

12. **For Land OWNER only** : Light point on all Bed Rooms, Geyser point on al Bath Rooms, Water Tap in Balcony, and Floor will furnished by Good Quality Marble, ' Tiles.

13. Developer shall do weather coat colour outside of the building.

Extra Works : Any extra work other then stander speciûcation shall be Charged extra and such amount shall be deposited before the execution of such work will be charged extra.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the 8th day April 2022 first above written.

SIGNED, SEALED AND DELIVERED In the presence of the following WITNESSES :

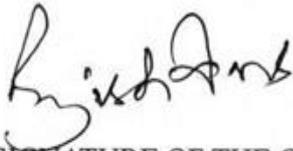
1. Debabrata Pramanik
S/o Late Ram chandra Pramanik
Vill+P.O - Abash.
P.S- Midnapur.
Dist- paschim Medinipur

2. Arijit Sahoo
Kshudiram Nagar
Midnapore

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



SIGNATURE OF THE OWNER



SIGNATURE OF THE DEVELOPER

Drafted & Prepared by me:-
Saradesh Kumar Mandal
Advocate
Judges' Court, Midnapore,
Regd. No- WB/1330/81

Typed by :



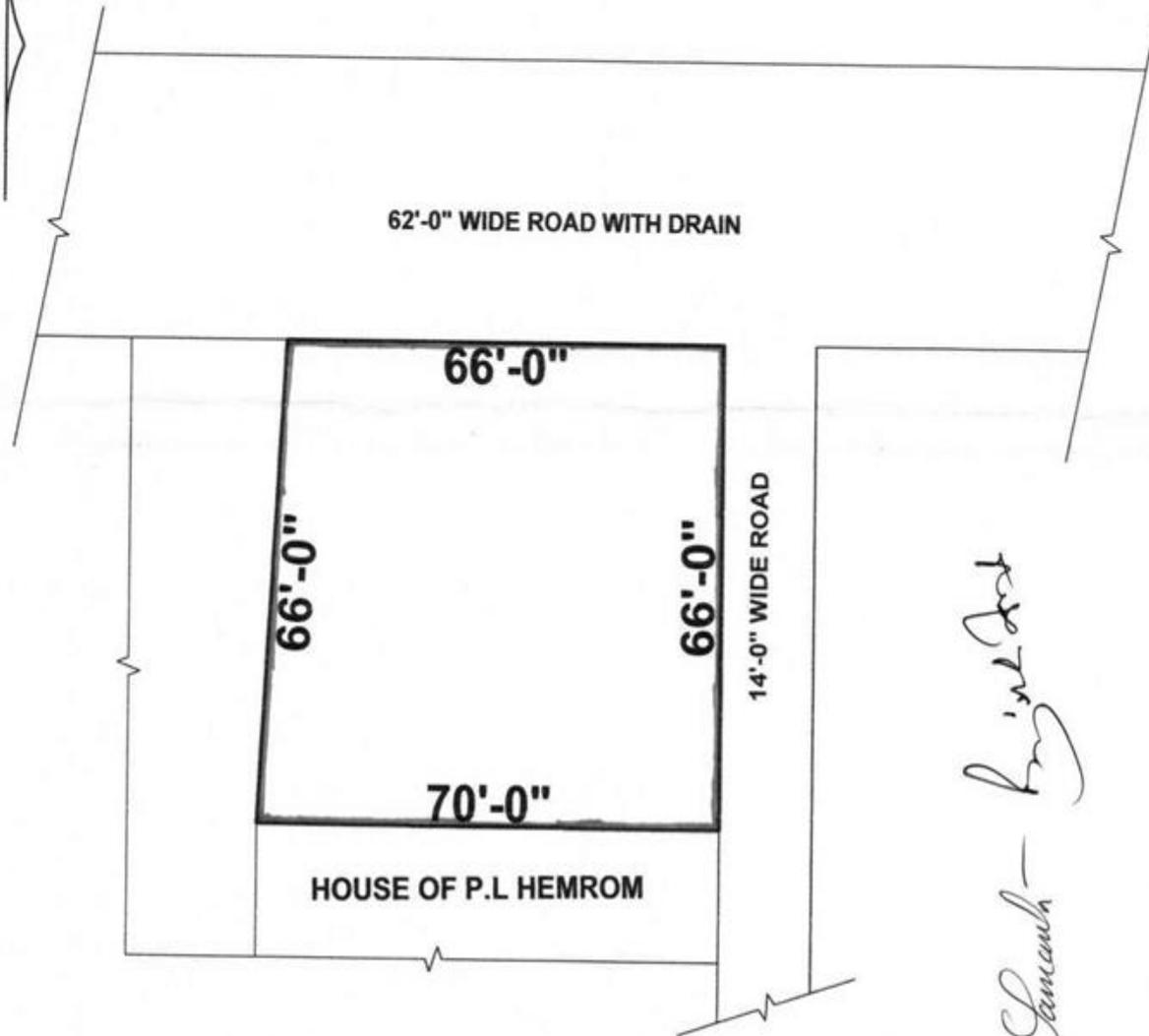
Midnapore.

This Deed has been written in 25 pages including stamp paper and having 2 witnesses and one extra page annexed with this Deed which contents both hands finger impression of owner and Developer.



MOUZA - CANTONMENT BARPATHAR,
 J.L NO.- 172,
 P.S. - MEDINIPUR,
 DIST. - PASCHIM MEDINIPUR,
 SCALE - 1" = 28'-0".

N



Soumen Samanta - Buyer

DETAILS OF THE AGREEMENT LAND

AGREEMENT TO	R.S. PLOT NO.	L.R. PLOT NO.	AREA OF THE LAND		MARK
			SQ.FT.	ACRE	
SOUMEN SAMANTA, S/O :- LATE BALAI CHANDRA SAMANTA, BE-75, BIDHAN NAGAR EAST, P.O.+ P.S.- MEDINIPUR, DIST.- PASCHIM MEDINIPUR, PIN :- 721101.	234 (PART)	234 (PART)	4488.00	0.1030	

DRAWN BY :- (AS DIRECTED)

S. Das

S. Das (Surveyor)
Paschim Medinipur

These are my left hand finger impression



These are my right hand finger impression



Above both hands finger print impression are of mine

Rishab

These are my left hand finger impression



These are my right hand finger impression



Above both hands finger print impression are of mine

Soumen Samanta



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

F-2133/22

GRN Details

GRN: 192022230004383241 Payment Mode: Online Payment
GRN Date: 08/04/2022 12:26:57 Bank/Gateway: State Bank of India
BRN: IK0BPXOFG5 BRN Date: 08/04/2022 12:04:17
Payment Status: Successful Payment Ref. No: 2001063275/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Soumen Samanta
Address: BE75 Bidhannagar East
Mobile: 7602946005
Depositor Status: Buyer/Claimants
Query No: 2001063275
Applicant's Name: Mr Debabrata Pramanik
Identification No: 2001063275/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001063275/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	15020
2	2001063275/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	15041

IN WORDS: FIFTEEN THOUSAND FORTY ONE ONLY.

3

Major Information of the Deed

Deed No :	I-1003-02133/2022	Date of Registration	08/04/2022
Query No / Year	1003-2001063275/2022	Office where deed is registered	
Query Date	05/04/2022 1:09:10 PM	A.D.S.R. MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Debabrata Pramanik Abash,Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 7001538814, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 5,00,000/-		Rs. 1,12,29,697/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Road: Cantanment Barpathar Municipal Road, Mouza: Cantanment Barpathar, JI No: 168, Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-234	RS-262	Commerci al	Vastu	10.3 Dec	5,00,000/-	1,12,29,697/-	Width of Approach Road: 62 Ft., Adjacent to Metal Road,
Grand Total :					10.3Dec	5,00,000 /-	112,29,697 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Brijesh Das (Presentant) Son of Shri Anadi Bhushan Das Executed by: Self, Date of Execution: 08/04/2022 , Admitted by: Self, Date of Admission: 08/04/2022 ,Place : Office	 08/04/2022	 LTI 08/04/2022	 08/04/2022
Deshbandhunagar, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: aexxxxxx7h, Aadhaar No: 31xxxxxxxx2607, Status :Individual, Executed by: Self, Date of Execution: 08/04/2022 , Admitted by: Self, Date of Admission: 08/04/2022 ,Place : Office				

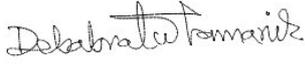
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	SOUMEN SAMANTA BE-75, Bidhannagar East, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 , PAN No.:: AQxxxxxx2H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Soumen Samanta Son of Late Balai Samanta Date of Execution - 08/04/2022, , Admitted by: Self, Date of Admission: 08/04/2022, Place of Admission of Execution: Office	 Apr 8 2022 1:44PM	 LTI 08/04/2022	 08/04/2022
BE-75, Bidhannagar East, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Buddhist, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx2J, Aadhaar No: 64xxxxxxxx1586 Status : Representative, Representative of : SOUMEN SAMANTA (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Debabrata Pramanik Son of Late Ram Chandra Pramanik Abash, City:- , P.O:- Abash, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102			
	08/04/2022	08/04/2022	08/04/2022
Identifier Of Shri Brijesh Das, Soumen Samanta			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Brijesh Das	SOUMEN SAMANTA-10.3 Dec

Endorsement For Deed Number : I - 100302133 / 2022

On 08-04-2022

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 11:33 hrs on 08-04-2022, at the Office of the A.D.S.R. MIDNAPORE by Shri Brijesh Das ,Executant.

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 1,12,29,697/-

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

Execution is admitted on 08/04/2022 by Shri Brijesh Das, Son of Shri Anadi Bhushan Das, Deshbandhunagar, P.O: Midnapore, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Service

Indetified by Shri Debabrata Pramanik, , , Son of Late Ram Chandra Pramanik, Abash, P.O: Abash, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 08-04-2022 by Soumen Samanta, Proprietor, SOUMEN SAMANTA, BE-75, Bidhannagar East, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Shri Debabrata Pramanik, , , Son of Late Ram Chandra Pramanik, Abash, P.O: Abash, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2022 12:28PM with Govt. Ref. No: 192022230004383241 on 08-04-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BPXOFG5 on 08-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 524, Amount: Rs.5,000/-, Date of Purchase: 07/04/2022, Vendor name: Shri Satyacharan Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2022 12:28PM with Govt. Ref. No: 192022230004383241 on 08-04-2022, Amount Rs: 15,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BPXOFG5 on 08-04-2022, Head of Account 0030-02-103-003-02

Rabindranath Sau

RABINDRANATH SAU
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1003-2022, Page from 50280 to 50313

being No 100302133 for the year 2022.



(RABINDRANATH SAU) 2022/04/12 11:22:53 AM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)