

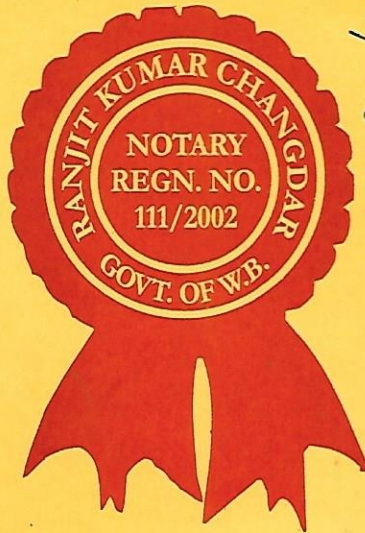
Notarial Certificate

Notarial Entry Number R.C.

18

Date 07 JAN 2025

To All Whom These Presents Shall Come, I, RANJIT KUMAR CHANGDAR Practicing as a NOTARY in the Medinipore Sadar Sub-Division, District of Paschim Medinipur of the State of West Bengal within the Union of India, do hereby declare that the paper Writings Collectively certificate "MARKED-A" annexed hereto, hereinafter called the paper Writings "MARKED-A", are presented before me by the executant (s).



DEED OF AGREEMENT FOR SALE
= BETWEEN =

Goutam Pramanik
S/o Anandeyal Pramanik
at Nityanandapur. P.O. - Keshadal
P.S. - Chandrakona Town
Dist. - Paschim Medinipur and annex
= AND =

Kalyani Mondal
W/o Agan Kumar Mondal
at Khopraibora P.O. & P.S. - Midnapore
Dist. Paschim Medinipur.

Hereinafter referred to as the executant(s) on this, the Seventh

Day of January Two Thousand Twenty Five The executant(s) having admitted the execution of the 'Paper Writings' "MARKED-A" in respective hand(s) in the presence of the witness (es), who as such subscribe (s) signature (s) thereon, I have attested/authenticated the execution of the 'Paper Writings' "MARKED-A"

AN ACT WHEREOF being required of a Notary I have granted These Presents as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH & TESTIMONY WHEREOR, I, the said Notary have here unto set and subscribed hand and affixed my notarial Seal of Office at BIDHANNAGAR, MIDNAPORE, Sub-DIVISION-Medinipur Sadar, District of PASCHIM MEDINIPUR on this the 7th day of, January 2025,

Ranjit Kumar Changdar *Ranjit-kumar Changdar*

Advocate & Notary
Medinipur Sadar Sub-Division,
Dist. : Paschim Medinipur
Govt. of West Bengal



RANJIT KUMAR CHANGDAR
Notary Regd. No.- 111/02 (W.B.)

भारतीय गैर न्यायिक

बीस रुपये

₹.20

Rs.20

TWENTY
RUPEES



INDIA NON JUDICIAL

DEED OF DEVELOPMENT AND CONSTRUCTION AGREEMENT

This the Deed of Agreement for sale made on 7th the day of Jan 2024

Notarial Entry No.-R.C 36AA 806745

Date 07 JAN 2025

BETWEEN

(1) UTTAM PRAMANIK PAN-AQLPP2145E Aadhaar No. 2973 8750 3355

2) GOUTAM PRAMANIK PAN-CMUPP7817E, Aadhaar No. 8361 8109 2955

Both S/o. Gurudayal Pramanik, by profession - Business by nationality : Indian,

residing at : Nittyanandapur, P.O. Keshadal, P.S. Chandrakona Town, District -

Paschim Medinipur, (OWNERS/ FIRST PART) include all of their legal heirs,

nominees, executors and assigns).

AND

KA;YANI MONDAL W/O ASOKE KUMAR MONDAL,

PAN-AKDPM1602R, Aadhaar No 7820 5342 1778

by Caste - Hindu, by profession - Business, by caste - Hindu, by nationality : Indian, residing at Khaprail Bazar, P.O.+P.S. Municipality-Midanpore DEVELOPER

CUM OWNER / known as SECOND PART which term shall include all of their

legal heirs, nominees, executors and assigns) etc. unless repugnant to the subject or context.

Authenticated by me

RANJIT KUMAR CHANGDAR
Notary Regd. No.-111/02 (W.B.)
Sadar Sub-Divn.
Dist.-Paschim Medinipur

Goutam Pramanik
Kalyani Mondal
Uttam Pramanik

Date. 07 JAN 2025

MARKED-A

2

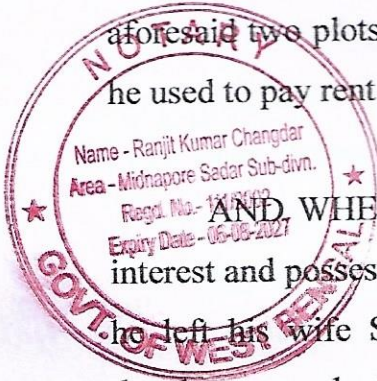
That the FIRST PART is the owners & possessor at the property situated at District – Paschim Medinipur, P.S. Midnapore, Mouza – Bibigunj, J.L. No. 180, R.S. Khatian No. 1048, L.R. Khatian No. 2891, 2743, 2892 & 2890, R.S. Plot No. 495, L.R. 627, R.S. Plot No. 496, L.R. Plot No. 629.

WHEREAS the properties were previously belonged to Kali Krishna Majumar & Bijan Krishan Majumdar and they used to exercise their right, title, interest and possession over the same. While they were in possession they had decided to sell 12 decimals land of Plot No. 495 and ultimately sold the same to Satyendra Nath Sarkar vide Regd. Deed of Sale being No. 6882 dt. 09.11.1953 and 0.0800 acre land of Plot No. 496 vide Regd. Deed of Sale being No. 6881 dt. 09.11.1953. By the aforesaid two sale deeds Satyendra Nath Sarkar became the owner of 20 decimals of land of aforesaid two plots and his name had been recorded in the Revisional Settlement and he used to pay rent to the state against proper receipt.

AND WHEREAS while Satyendra Nath Sarkar was exercising his right, title, interest and possession over the same, he died on 09.04.1982. At the time of his death, he left his wife Shantilata Sarkar and one son Rabindra Kumar Sarkar and two daughter namely Rekha Sarkar and Parul Ghosh as his sole body of heirs and accordingly they had inherited the property in equal share left by Satyendra Nath Sarkar and started to possess the same jointly and used to pay rent to the state against proper receipts. While they were in joint possession, Shantilata Sarkar died on 14.09.1988 leaving her one son and two daughters.

AND WHEREAS while Rabindra Kumar Sarkar was in ejmal possession, he died on 26.01.1996 leaving behind wife Gita Sarkar, one daughter Paramita Basu and one son Dipankar Sarkar as his sole body of heirs and as such they had inherited the share of the left by Rabindra Kumar Sarkar in equal share.

AND WHEREAS while Rekha Sarkar was in joint possession in respect of her share she died on 08.08.2003 leaving behind her three sons namely Ashok Kumar Sarkar, Pradip Sarkar and Debasis Sarkar as her sole body of heirs and as such they had inherited the share of property property left by Rekha Sarkar in equal share. It is to be mentioned here that husband of the Rekha Sarkar was also died on 11.02.2013.



Bramanich.

Gautam Bramanich

Kalyani Mondal

MARKED-A

3

Notarial Entry No.-R.C 18

Date.....

07 JAN 2025

Dipankar Sarkar

Parul Ghosh

Srabani Sarkar

Gita Sarkar

Paramita Sujit Basu

Dipankar Sarkar and Parul Ghosh were exercising their right, title, interest and possession of their share, in such situation Parul Ghosh transferred her share to Dipankar Sarkar by Regd. Deed of Gift being No. 3474 dt. 05.10.2012. After accepting the gift Dipankar Sarkar became the owner of 4/9th share. While Dipankar Sarkar was in possession of his property, he gifted her 1/2 portion of his share to Srabani Sarkar by Regd. Deed of Gift being No. 3784 of 2014 and gave her possession.

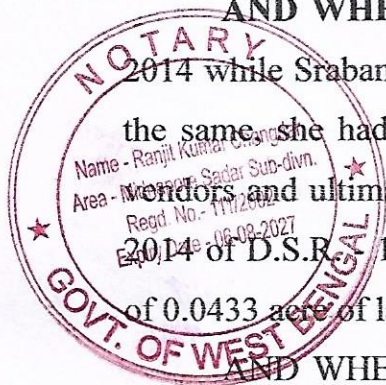
AND WHEREAS after gifting the property while Dipankar Sarkar was in possession of the property i.e. 0.0433 acre of land along with structure of those two plot, he had exchanged the same through Regd. Deed of Exchange being No. 9815 of 2014 of D.S.R. -1 Paschim Medinipur with the vendors. By that deed the vendors became the joint owners of 0.0433 acre of land of those two plots.

AND WHEREAS after getting the property by the deed of gift No. 3784 of 2014 while Srabani Sarkar was exercising her right, title, interest and possession over the same, she had decided to exchange 0.0433 acre of land of those plots with the vendors and ultimately exchanged the same by Regd. Deed of Exchange No. 5593 of 2014 of D.S.R. -1 Paschim Medinipur. By that deed the vendors became the owners of 0.0433 acre of land of those two plots.

AND WHEREAS Gita Sarkar and Paramita Sujit Basu were in possession of their 0.0433 acre of land of those two plots, they had decided to sell the same and after knowing the same the vendors have purchased the same by Sale Deed No. 3783 of 2014 of D.S.R. - 1 Paschim Medinipur and got physical possession.

AND WHEREAS Ashok Kumar Sarkar, Pradip Kumar Sarkar and Debasis Sarkar were in possession of their 0.0650 acre of land of those two plots, they had decided to sell the same and after knowing the same the vendors have purchased the same by Sale Deed No. 3045 of 2014 of A.D.S.R. Midnapore and got physical possession.

AND WHEREAS by the aforesaid four deeds the vendors became the absolute owners of the (A) schedule property of this deed and same has been recorded in their names in Khatian Nos. 2890, 2891, 2892 & 2743 and they are paying rent to the State against rent receipts. The aforesaid property has also been mutated in their names at



Authenticated by me

07.01.2025

07 JAN 2025

Midnapore Municipality and Midnapore Municipal Holding number also been prepared in their names.

AND WHEREAS the owners after became the absolute owner of the property, had decided to develop the same by constructing multistoried building commercial-cum-residential over the (A) schedule property and for that reason they have sanctioned building plan from the authority concerned and started construction.

ANDWHEREAS due to our some difficulties and as the said property is far from our residence place ,for such reason it is not possible for us to appeal personally in different offices day by day and it is not possible for us to supervise the construction works personally day by day and also not possible to negotiate with the willing purchasers and to execute and register the agreement and deed of sale in respect of residential flat, shop/commercial units and car parking space etc. and for such reason it is necessary for **DEVELOPMENT AND CONSTRUCTION AGREEMENT** with some term and conditions as below:-.



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

- 1) The name and style of residential /commercial building will be **SHANTI NIBAS** at mouza- Bibiganj ,Chirimarsai P.O.+ P.S.+Municipality-Midnapore ,dist- Paschim Medinipore.
- 2) The office of the Developer/Owner/2nd part will be "SIMPARK CONSTRUCTION" at Khaprail Bazar P.O.+ P.S.+Municipality-Midnapore ,dist- Paschim Medinipore.
- 3) The construction will be Ground floor + permissible upper floors.
- 4) That 2nd part /Developer will make arrangement for preparation of site plan as well as building plan/site plan and obtained sanction from Midnapore Municipality/M.K.D.A..
- 5) That 1st part LAND OWNERS will see that in any construction works shall not stopped due to shortage of fund from the Developer/2nd part side

Authenticated by me
RANJIT KUMAR CHANDGAR
 Notary Regd. No.-111/02 (W.B.)
 Sadar Sub-Div.

07-01-2025

Uttam Prasad

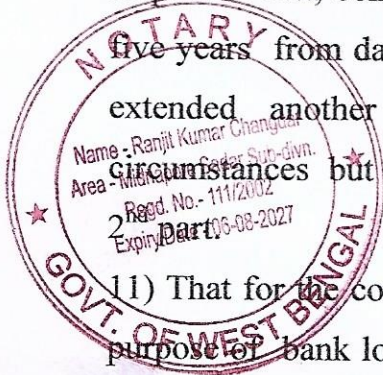
Pranmukh

Gautam

Kalyani Mondal

07 JAN 2025

- 6) That after starting of construction of said project advance money from willing purchasers will be received by the developer/2nd part only for construction works
- 7) That after Completion of said construction works of the said project, total consideration of sale proceed will be received and shall be deposited in the account of **SIMPARK CONSTRUCTION**.
- 8) All accounts shall be examined and look over all partner i.e 1st part and 2nd part And loss or profit shall be equally 1/3 share each owner.
- 9) That Developer/Second part shall have right to sell, mortgage, let out, gift, the residential flat, commercial unit, car parking space etc
- 10) That time limit for the completion of the total construction and hand over the respective flat, commercial units, car parking space to the customers shall be within five years from date of approval of sanctioned plan subject to conditions, it may be extended another six months, if the situation of demands or for any uncertain circumstances but in any case it shall amicably decide in between both 1st part and 2nd part.
- 11) That for the construction of the said project bank loan is necessary. For the said purpose of bank loan shall be taken by Developer/2nd part and loan amount shall be kept in the account of SIMPARK CONSTRUCTION and in respect of the bank loan matters the all land owners (1st part & 2nd part) are bound to sign in the bank loan documents but only the Developer/2nd part shall have right to withdraw the loan amount from the said account and to repay to the bank by the Developer/2nd part. but in any case land owners/ 1st part shall have no right to claim any money from the loan amount.
- 12) That Income tax/sale tax /wealth tax and G.S.T. in connection with the construction and selling the aforesaid building, all demands from any office/local/outside shall be fulfilled by Developer/2nd part but in any case the land owners/1st part shall not be liable to pay furthering to that effect
- 13) That till the completion of the construction works of the said project, all taxes rent will be paid by developer/2nd part by firm.



Authenticated by me

[Signature]
RANJIT KUMAR CHAUDHARY
Notary Regd. No.-111/02 (W.B.)
Sadar Sub-Divn.
Dist.-Paschim Medinipur

07.01.2025

Uttam Pramanik
Pranav Pramanik
Gauran Pramanik
Kalyan Mondal

14) That for the purpose of aforesaid project 1st part land owners shall bound to execute and registration DEVELOPMENT POWER OF ATTORNEY in favour of Developer/2nd part in respect of of the property described in the schedule below.

15. A sketch map annexed to the deed of DEVELOPMENT AND CONSTRUCTION AGREEMENT which is made a part of this deed.

We the parties after knowing and understanding the contents of this agreement and, execute this agreement in presence of witnesses voluntarily on the date as mentioned at first

(A) SCHEDULE OF PROPRTY

District – Paschim Medinipur, P.S., & Municipality – Midnapore, Mouza – Bibigunj, J.L. No. 180, R.S. Khatian No. 1048, L.R. Khatian No. 2891, 2743, 2892 & 2890, R.S. Plot No. 495 & 496,

L.R. Plot No. 627 measuring an area 11.50 decimals or 0.1150 acre.

L.R. Plot No. 629 measuring an area 8.20 decimals or 0.0820 acre.

Butted and bounded by:-

ON THE NORTH-

ON THE EAST- Municipal Drain

ON THE SOUTH- Ambuja Kundu & Others

ON THE WEST- Municipal Road

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

Witness :

1).....

2).....

Signature of Owners/ the First Part

Subham Pramanick

Gautam Pramanick

Kalyani Mondal

Signature of Developer/Owner/Second Part.

Authenticated by me

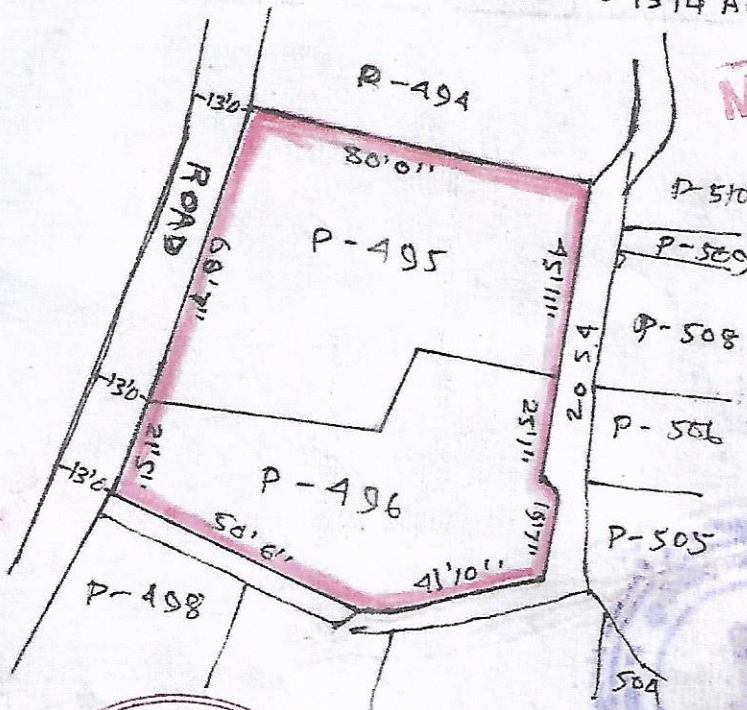
@m
RANJIT KUMAR CHANGDAR
Notary Regd. No.-111/02 (W.B.)
Sadar Sub-Divn.
Dist.-Paschim Medinipur

07.01.2025

PLOT NO	LAND AREA	EXECUTOR SHARE
R.S-495	5009.40 SQFT	$1/3 + 1/3 = 2/3$ Sh
L.R-622	OR 0.1150 ACRE	0.0766 ACRE
R.S-496	3484.80 SQFT	$1/3 + 1/3 = 2/3$ Sh
L.R-629	OR 0.0828 ACRE	0.0548 ACRE
TOTAL = 0.1314 ACRE		

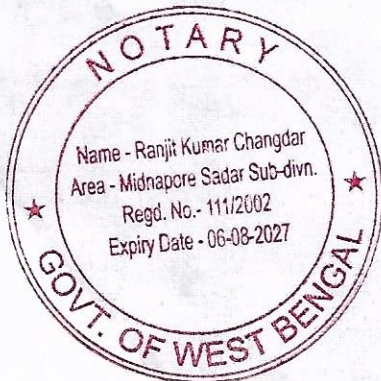


MARKED-A



Kalyani Mondal

Ranjit Kumar



Notarial Entry No.-R.C. 18

Date 07 JAN 2023

Authenticated by me

RANJIT KUMAR CHANGDAR
 Notary Regd. No.-111/02 (W.B.)
 Sader Sub-Div.
 Dist.-Paschim Medinipur

NOTARIAL

AUTHENTICATION / ATTESTATION



Ranjit Kumar Changdar

Notary

Govt. of West Bengal

Regn. Number : 111/2002

Resi. : Bidhannagar

58, West Avenue, P.O. - Midnapore

Dist. : Paschim Medinipur