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District Sub-Registrar-Li Paschim Mediniour

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DEVELOPMENT AGREEMENT

THIS ACREEMENT FOR DEVELOPMENT is made on this 05th Day of December, 2024.

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BETWEEN

1. SRI. SUBIR KUMAR SEN (PAN - AKEPS8159C), (AADHAR NO .-3007 4502 3130), Son of Late Sushil Kumar Sen, by religion -Christian, by occupation Retired Person, aged about 79 years by Nationality - Indian, residing at Najrulpally, Kuikota, P.O.-Midnapore, P.S.- Midnapore, District - Paschim Medinipur, West Bengal 721101.



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- 2. MISS. MADHUCHHANDA SEN (PAN ALCPS1348E), (AADHAR NO. 6053 0118 4643), Daughter of Late Sushil Kumar Sen, by religion Christian, by occupation Retired Person, aged about 76 years by nationality Indian, residing at 92/A Jaigir Ghat Road, Neel deep Apartment, Flat No. E, P.O. & P.S. Thakurpukur, Kolkata 700063.
- 3. SMT. NAMITA BANDYOPADHYAY (PAN ADMPB1028J), (AADHAR NO.- 6689 0818 1683), Wife of Late Sakti Brata Bandyopadhyay, by religion Christian, by occupation Retired Person, aged about 68 years, by Nationally Indian residing at 4A Ramaniyam Pushkar Phase 1. Dr Kalignar Salai, PO. Shollinganallur, P.S. Neelangarai, Dist. Kancheepuram, Tamil Nadu- 600119.
- 4. SMT. UTPALA BISWAS, (PAN AZTPB7735K), (AADHAR NO.- 9073 3385 5515), Wife of Late Manoj Biswas, by religion Christian, by occupation House Wife, aged about 67 years, by nationality Indian, residing at 38/1 Nainan Para Lane, P.O. & P.S.- Baranagar, Kolkata 700036.
- 5. SMT. LILY SEN (PAN GXEPS2651L), (AADHAR NO.- 9115 6823 3291), Wife of Late Achintya Kumar Sen, by religion Christian, by occupation Retired Person, aged about 88 years, by nationality Indian, residing at Amarnath Apartment, Budha Bathe Road, P.O.- Asansol, P.S.- Asansol South Police Station, District Paschim Barddhaman, West Bengal 713301.
- 6. SRI ASITESH SEN, (PAN AVYPS8647J), (AADHAR NO.- 8427 7804 7874), Son of Late Achintya Kumar Sen, by religion Christian, by occupation Business, aged about 53 years, by nationality Indian, residing at Amarnath Apartment, Budha Bathe

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Road, P.O. Asansol, P.S. Asansol South Police Station, District Paschom Barddhaman, West Bengal 713301.

7. SRI ARUN KUMAR SEN, [PAN - AJUPSB875Q], [AADHAR NO.8165 7729 3107], Son of Late Achintya Kumar Sen, by religion Christian, by occupation Retired Person, aged about 64 years, by
Nationality - Indian, residing at Stephens Enclave, 1st Floor, Flat No.2C, 11/1B RBC Road, P.O.- Dumdum, P.S.- Dumdum, District North 24 Paragana, West Bengal 700028.

8. SMT SEEMA CORNELIUS & SEEMA SETT (PAN - AJFPC5777L), (AADHAR NO.- 6862 5620 6745), Daughter of Late Achintya Kumar Sen Wife of Lesley Cornelius, by religion - Christian, by occupation House Wife, aged about 54 years, by nationality - Indian, residing at Amarnath Apartment, Phase II, Budha Bathe Road, P.O.- Asansol, P.S.- Asansol South Police Station, District - Paschim Barddhaman, West Bengal 713301.

here in after called and referred to as the land owners/Executants (which term and expression shall unless excluded by repugnant to the context be demand to mean and include heirs, executors, successors in interest administrators legal representatives and assigns) of the FIRST PART

AND

BHOOMI NIRMAN (PAN - AJOPP6310P) A proprietorship firm having its office at Ashutosh Nagar, Kuikota, Police Station-Midnapore, Post Office- Midnapore, District- Paschim Medinipur, Pin-721101, represented by its Proprietor SRI SUBRATA PATRA (PAN - AJOPP6310P), (AADHAR NO.- 8085 2630 6957), son of Late Srimanta Patra, by religion- Hindu, by profession- Business, residing at- Ashutosh Nagar, Kuikota, Midnapore Town, Police Station-Midnapore, Pose Office- Midnapore, District- Paschim Medinipur, Pin-

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721101. Indian Citizen hereinafter referred to and called as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or the context be deemed to mean and include his heirs, executors, administrators, representatives, nominees and /or assigns) of the SECOND PART.

whereas the present Land owners and their predecessors and other co-sharers were the recorded owners of 51.15 decimals land along with some construction thereupon situated within the District: Paschim Medinipur, P.O. Midnapore, A.D.S.R. Midnapore, Municipality: Midnapore, Ward No. 03, P.S.- Midnapore, Mouza—Cantonment Barpathar, J.L. No. 168, Khatian No. 86, Plot No. 273. During their joint ownership and peaceful possession over the said property the aforesaid co-sharers had partitioned the said property by way of registered partition deed being No. 4996 of 1984, dated 09.11.1984.

That as per "Ka Schedule" of the said partition deed one Mohit X Kumar Sen got 7.98 decimals land in the said Plot No. 273 by separate demarcation and possession and he had been possessing the same.

That as per "Kha schedule" of the said partition deed the legal heirs of Late Sushil Kumar Sen namely (i) Jyotsnamoyee Sen (ii) Subir Kumar Sen (iii) Jayanta Kumar Sen (iv) Madhuchhanda Sen (v) Namita Bandyopadhyay and (vi) Utpala Biswas, got demarcated land measuring 8.36 decimals in the said plot No. 273 in their exclusive possessing and they have been possessing the same.

That as per "Ga schedule" of the said partition deed the legal heirs of Late Sanat Kumar Sen namely (i) Ivy Sen (ii) Monidipa Chatterjee (iii) Shila Rani Sen (iv) Rajib Sen and (v) Rajashree Sen got demarcated share of land measuring 10.31 decimals in the said Plot No. 273

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exclusively and they had been possessing the same That subsequently they sold their share of land.

That as per "Gha schedule" of the said partition deed the legal beirs of Late Ajit Kumar Sen namely (i) Binapani Sen (ii) Tapan Kumar Sen (iii) Swapan Kumar Sen got 5.26 decimals land in the said plot No. 273 in their demarcated possession and they had been possessing the same. That subsequently they sold their share of land.

That as per "Una schedule" of the said partition deed the legal heirs of Late Achintya Kumar Sen namely (i) Lily Sen (ii) Seema Sen alias Seema Cornelius (iii) Asitesh Sen and (iv) Arun Kumar Sen got 8.24 decimals land in their demarcated possession and they have been possessing the said property.

That apart 11 decimals land in the said plot No. 273 was kept for common use of existing share holder. Legal heirs of Late Sanat Kumar Sen and Late Ajit Kumar Sen sold their land to other parties, out of family. In the last survey the land was recorded in the name of the heirs of Late Sushil Kumar Sen who are the only existing inhabitant of that land.

That subsequently said Mohit Kumar Sen died on 29.01.1993 leaving behind his legal heirs namely (i) Subir Kumar Sen (ii) Madhuchhanda Sen (iii) Jayanta Kumar Sen (iv) Namita Bandyopadhyay and (v) Utpala Biswas as his legal heirs who inherited the said share of land i.e. 7.98 decimals land in the said plot No. 273 of Late Mohit Kumar Sen equally and they became the owners of the same. They subsequently said Jayanta Kumar Sen died on 20.12.2016 in unmarried condition leaving behind his brother and sisters namely (i) Subir Kumar Sen (ii) Madhuchhanda Sen (iii) Namita Bandyopadhyay and (iv) Utpala Biswas as his legal heirs who inherited the share left

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by Late Jayanta Kumar Sen, equally and they became the owners of \$,

That Midnapore Municipality issued legal heir certificate of Late Mobili Kumar Sen on 24.11.2019 and subsequently signed on 22.11.2024 and Late Jayanta Kumar Sen on 29.05.2017 and subsequently signed on 23.11.2024 to that effect. That Subir Kumar Sen also sworn affidavit, dated 28.11.2019 to that effect also.

That thereafter said (i) Subir Kumar Sen (ii) Madhuchhanda Sen (iii) Namita Bandyopadhyay and (iv) Utpala Biswas became the owners of [7 98 + 8.36] = 16.34 decimals land along with common land of 11 decimals i.e. total 27.34 decimals land, which has been recorded 27.19 decimals in L.R. Parcha. Their names have been recorded in 17 respect of 6.80 decimals, 6.80 decimals, 6.80 decimals and 6.79 decimals land respectively in L.R. Plot No. 273 vide Khatian No. 749, 1788, 797 and 923 respectively. They are the present LAND OWNERS No. 1,2,3 and 4 respectively of this Development Agreement.

That although Seema Sen alias Seema Cornelius is the owner of 2.06 decimals land in the said Plot No. 273 as per "Una Schedule" of the partition deed being No. 4996 of 1984, her name inadvertently has not been recorded in L.R. Parcha. That the land mentioned in the said "Una Schedule" i.e. 8.24 decimals land in the said Plot No. 273 has been recorded in the names of other three co-sharers namely Lily Sen, in respect of 2.74 decimals land vide Khatian No. 331 in the name of Asitesh Sen in respect of 2.75 decimals land vide Khatian No. 301 and in the name of Arun Kumar Sen in respect of 2.75 decimals land vide Khatian No. 248 and finally published thereof. They are the present land owners Nos. 5,6 and 7.

That therefore the present land owners are the recorded owners of 35.58 decimals land which has been recorded 35.43 decimals in

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L.R. Parcha, R.S. & L.R. Flot No. 273, J.L. No. 168, L.R. Ehatist No. 749, 788, 797, 923, 331, 301 and 248, within the mouse Cantenment Barpathar, P.S. Midnepore, and they have been possessing the said land as per their share.

AND

WHEREAS the present LAND OWNERS approached to the present DEVELOPER "BHOOMI NIRMAN" and requested him to develop the schedule mentioned properties i.e. 30.811 decimals equal to 13420.00 sq. ft. land out of total 35.58 decimals equal to 15497.225 sq. ft. land which has been recorded 35.43 decimals in L.R. Parcha, by constructing multi-storied building as per sanctioned building plan by the competent authority and the Developer accepted the proposal of the LAND OWNERS and agreed to develop the schedule land.

absolutely seized and possessed of and otherwise well and sufficiently entitled to the LANDED PROPERTIES described in the SCHEDULE below and the LAND OWNERS desire that the property to the developed into a multistoried building, parking space, by entering into a suitable agreement with the DEVELOPER.

IN the Facts and circumstances as described aforesaid the LAND OWNERS approached and proposed the DEVELOPER to develop the said landed property and believing on the aforesaid representation and disclosures, the DEVELOPER has agreed and requested the LAND OWNERS and hereto have agreed to develop the landed property is the subject matter of this Development Agreement and be the same or little more or less as the absolute owners thereof free from all encumbrances and was also enjoyed and possessed by them uninterruptedly without any hindrance from any quarters with

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all rights, privileges and benefits together with all easement rights hereinafter called and referred to as the said premises

NOW THIS DEVELOPMENT AGREEMENT WITNESS AND IT IS HEREBY AGREED BY THE OWNERS AND DEVELOPER HERETO AS FOLLOWS:

ARTICLE - I

DEFINITIONS

A. Owners shall mean the above named Owners/Landlords which includes their legal heirs, successors, administrator, representative, nominees and assigns, as the case may be

B. Developer shall mean the above named developer which includes his legal heirs, successors, administrator, representative, nominees and assigns, as the case may be.

C. Land shall mean all the piece and parcel of the schedule property District: Paschim Medinipur, P.O. & A.D.S.R.O. - Midnapore, under Municipality: Midnapore, Ward No. 03, Holding No. 639, 640 & 642 Mouza - Cantonment Barpathar, J.L. No. 168, P.S. Midnapore, L.R. Khatian No. 749, 788, 797, 923, 331, 301 and 248, and L.R. Plot No. 273 measuring 30.811 decimals equal to 13420.00 sq. ft. land out of total 35.58 decimals equal to 15497.225 sq. ft. land which has been recorded 35.43 decimals in L.R. Parcha.

D. Building shall mean the Residential/Commercial Multi-storied building complex G+4 to be constructed on the landed property in accordance with the plan to be sanctioned by the competent authority, permissions for Fire Service and incase of additional vertical expansion the land owners will not be able to claim anything in addition except the present allocation.

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E. The FIRST PART "OWNERS" desirous of getting the "Said Premises" developed through the Second Part "Developer" by way of construction of Multi-storied building subject to sanctions being obtained from the Midnapore Municipality and/or such other appropriate authority /authorities.

F. The FIRST PART represented to the SECOND PART that FIRST PART are the absolute owners of the "Said Premises" and there is no legal impediment for them to enter in to this Agreement for Joint Venture.

G. The FIRST PART herein confirm that so far as they are aware, there is no any other statutory demand of any amount by any recovery officer of authorities against the said premises or the said premises is not affected by any certificate order of any Court or authorities. The FIRST PART, further declare that the said premises is not effected by any scheme or notice or prohibitory order or notice of acquisition or requisitions. They further declares that the said premises is not charged or mortgaged nor the same is charged for payment of any amount under any order of statutory bodies and the said property is free from all encumbrances whatsoever.

H. That the right title and interest of the Owners in the said premises save as stated hereinabove is free from all encumbrances and Owners have a marketable title to the same as on date of signing this agreement.

I. That the Owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and / or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favor of the proposed Developer herein.

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J. That the Owners are fully and sufficiently entitled to deal with and caused development of the said premises mentioned here in above and thus entering into this Agreement.

K. The Owners shall not be liable for any income Tax, Service Tax, OST or any other Taxes in respect of Developer's allocation and the Developer shall have to make the same and keep the Owners indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owners shall not also be liable for meeting any obligations towards the labour /workman/ employees relating to the construction / project in case any liability arises in respect of Developer's allocation on the Owners, Developer will indemnify or reimburse the Owners for the same.

THE DEVELOPER HERE IN REFERRED TO AS SECOND PART HAS REPRESENTED TO THE FIRST AS FOLLOWS:-

WHEREAS the SECOND PART is a Proprietorship Firm and has financial capacity and technical skill, experience and expertise knowledge to construct the proposed building and/or develop the site landed property. The SECOND PART has capability of constructions and developing any property by any Court, tribunal and statutory body either in the past or at the time of entering into this agreement. The SECOND PART possesses all necessary Trade license and other permission and is also authorized by the Law of this land to enter this Joint Venture Agreement and develop the said premises by demolishing the existing structure.

AND WHEREAS the SECOND PART agree to develop the said premises on the basis of such representations made by the FIRST PART, same to be true and can relying upon the same.

AND WHEREAS the FIRST PART herein have agreed to allow the SECOND PART and the SECOND PART has agreed to develop the said

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premises on joint venture basis at its cost & expenses by constructing a Multi-storied building on the said "Premises" and the Owners shall be entitled to get Owners allocation Only.

- 1 SRI. SUBIR KUMAR SEN Owner will get one three storied residential house measuring about 3072 sq.ft. area on his existing old house situated within the Plot No. 273 vide municipal Holding No. Old 4731 and New 661.
- MISS. MADHUCHHANDA SEN Flat No.- 4A on the Forth Floor in BLOCK A measuring 831.96 Sq. Ft. Carpet area, 974.53 Sq. Ft. Cover area, 1218.16 Sq. Ft. Super Built up area.
- 3. SMT. NAMITA BANDYOPADHYAY- Flat No.- 3D on the Third Floor in BLOCK A measuring 832.00 Sq. Ft. Carpet area, 925.57 Sq. Ft. Cover area, 1156.97 Sq. Ft. Super Built up area.
- 4. SMT. UTPALA BISWAS Flat No.- 4D on the Forth Floor in BLOCK A measuring 832.00 Sq. Ft. Carpet area, 925.57 Sq. Ft. Cover area, 1156.97 Sq. Ft. Super Built up area.
- SMT. LILY SEN Flat No.- 3C on the Third Floor in BLOCK A measuring 634.63 Sq. Ft. Carpet area, 708.76 Sq. Ft. Cover area, 885.95 Sq. Ft. Super Built up area.
- 6. SRI. ASITESH SEN Flat No.- 3B on the Third Floor in BLOCK A measuring 882.75 Sq. Ft. Carpet area, 978.84 Sq. Ft. Cover area, 1223.55 Sq. Ft. Super Built up area. One Small Car Parking Approx. 120 Sq.Ft.
- 7. SRI. ARUN KUMAR SEN Flat No.- 4B on the Forth Floor in BLOCK A measuring 882.75 Sq. Ft. Carpet area, 978.84 Sq. Ft. Cover area, 1223.55 Sq. Ft. Super Built up area.

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8. SMT. SEEMA SEN alias SEEMA CORNELIUS - Flat No.- 3A on the Third Floor in BLOCK A measuring 831.96 Sq. Fr. Carpet area, 974.53 Sq. Fr. Cover area, 1218.16 Sq. Fr. Super Built up area. One Small Car Parking Approx. 120 Sq Ft.

AND WHEREAS the SECOND PART has perused the title deeds and other documents relating to the premises and has also inspected the site and is prima facie satisfied with title of the property.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

ARTICLE - II

OTHER DEFINITIONS

a) "Owners" shall mean the owners below mentioned -

SRI. SUBIR KUMAR SEN

MISS. MADHUCHHANDA SEN

SMT. NAMITA BANDYOPADHYAY

SMT. UTPALA BISWAS

SMT. LILY SEN

SRI ASITESH SEN

SRI ARUN KUMAR SEN

SMT SEEMA CORNELIUS

OWNERS/EXECUTANTS (which term and expression shall unless excluded by repugnant to the context be deemed to mean and include heir executors, successors in-interest, administrators, legal representatives and assigns) of the FIRST PART.

b) "DEVELOPER" shall mean BHOOMI NIRMAN Marthurthenneson.

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ci "SAID PREMISES" shall mean all that pace and parcel of Bastuland measuring 30.811 decimals equal to 13420.00 sq. ft. land out of total 38.58 decimals equal to 15497.225 sq. ft. land which has been recorded 35.43 decimals in L.R. Parcha, which is fully described in the aforesaid part of this Development Agreement also described in the FIRST SCHEDULE here under written on which the new proposed building to be constructed. The Developer has measured the area and is satisfied with the measure mention thereof.

d) "BUILDING PLAN" shall be the proposed maps or plans as to be sanctioned by the Midnapore Municipality and its subsequent modification/amendment in the said plans which is to be sanctioned by the developer. The building shall be for residential as well as commercial use.

e) "NEW BUILDING" shall mean the Multi-storied building [G+4] and car parking space etc. to be constructed and completed in the said premises by the Developer at its cost and expenses in accordance with the building plan to be sanctioned by the Midnapore Municipality in pursuance hereof on the land and if Municipality allows further vertical expansion and gives sanction for further construction over forth floor also to be executed.

() "DEVELOPERS ALLOCATION" shall mean total premises of the constructed area and/or built up area and/or super built-up excluding the Owners Allocation, TOGETHER WITH undivided proportionate common space to other occupiers/Owners in the said building.

gi "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the building and the completion/occupancy certificate from the Shoomi Mirman @Lily Su



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Michapore Municipality which to be obtained at the co stand effort of the Developer.

- hi "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations comprised in the new building and the premises, including, staircase, lobbies, passages, pathways, boundary walls, service areas and other facilities and amenities which may be mutually agreed upon by and between the parties in writing as required for the establishment, location, enjoyment, provisions maintenance and/or management of the building.
- i) "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation.
- demolition of the existing structure, sanction of plan, constructions completion of building in complete and finished condition, obtaining of occupancy certificate and completion of essential services like water, sewerage and electricity and handing over possession to the Owners, which shall be the entire cost of the Developer save and except which are specifically agreed herein.
- k) "PROPORTIONATE BUILDING SHARE" with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the entire area in the new building.
- 1) "UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and or enjoyed by the respective Unit Owners and which is not the common portions.
- m) "UNIT OWNERS" shall mean any person who acquires, holds and/or owns any unit in the new building as per agreed terms

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primarily and shall include the Owners and the Developer, for the units held by them.

- (Ferty Eight) months from the date of sanction of the building plan for construction of [G+4] by the Midnapore Municipality or other appropriate authority or authorities and/ or 48 (Forty Eight) months from the date of getting vacant possession of the premises from the Owner whichever is later subjected to a grace period of another 6(Six) months. In case if Midnapore Municipality will Sanction Plan for further construction in that case this time limit would frame no effect.
- of "SOCIETY" shall mean the Society or Association to be formed by the purpose of maintenance of the new building and the premises and for collecting and delaying the common expenses provided that until such Association is formed the Developer shall be entitled to manage and / or maintain the new building and the premises and to collect the common expenses as mutually agreed upon by the Owners and the Developer. The Developer shall take initiative to form an association/society within six month from the date of obtaining Completion Certificate.
- p) "SPECIFICATIONS" shall mean the specifications for completing the new building as stated in the SECOND SCHEDULE hereto.
- q] "ADVOCATE" to the project shall mean Mr. Diptendu Ghosh Advocate, Judge's Court, Midnapore.
- r) "TRANSFEREE" shall mean the unit Owners, person, firm, limited company, and association of persons to whom any flat or space in the building shall be transferred.

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ARTICLE - III

Commencement

- 1. This agreement shall be in force from the date of signing hereof.
- 2. This agreement shall continue full fill perfermance hereof by the owners and the Developer. However, in case of any dispute, termination, non-performance, or substantial breach of this contract, the parties will go for the Learned Competent Court of the local jurisdiction of the District Paschim Medinipur.

ARTICLE - IV

DEVELOPER'S PRIMARY OBLIGATION

The Developer will incur all expenses and other out goings relating to the land for setting right the papers.

ARTICLE - V

DEVELOPER'S RIGHT & REPRESENTATION

The Owners here by grant, subject to what have been here under provided, exclusive right to the Developer to develop the said premises and construct the new building at the said premises in accordance with the new plan or plans as to be sanctioned by the Midnapore Municipality and / or by any other appropriate authority with or without any amendment and/or modification in the manner stated above.

The Owners hereby empowers and authorizes the Developer to do this project in connection with the said property as described in the schedule here under written such as to sell or any kind of transfer of the Developer's Allocation through registered deeds and to take water or electric connection therein and also to execute any Mathemater Lupode Bisland

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decoment, declaration or aindavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the Developer's Allocation, to negotiate any matter for the said property etc. and for the same. The Owners shall execute and register a separate General Power of Attorney in favor of the Developer and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favor of the intending purchasers.

All applications, plans and other papers and documents, as may be required by the Developer for obtaining necessary sanction of plan/ revise plan from the Midnapore Municipality shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees, charges and expenses as required to be paid or deposited for obtaining sanction of plan and development of the said premises (including Architect's fees/ any other statutory fees etc. and the Owners shall have no responsibilities to be at any cost whatsoever.

Save and except the Owners allotted portion, the Developer shall have full right to execute any agreement for sale in respect of the Developer's allocation. However, in the agreements for sale, this Development Agreement shall be recited and there shall also be a clause stating that the Owners shall not be responsible for any money received by the Developer either themselves or through Power of Attorney pursuant to the Agreement for sale, as the same shall be realized by the Developer without reference to the Owners.

The Developer shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in 18 | Face

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order to make it perfect in all respects for construction of the Multistoried building there on in accordance with the building plan to be sanctioned by the concerned Midnapore Municipality or other appropriate authority.

That the Developer shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water tank (PVC) with suitable pump, electric wiring and installations other electrical things including doors and windows and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.

ARTICLE-VI

DEVELOPER'S OBLIGATIONS

i. Immediately after the execution of this Agreement, the developer shall at its own cost and expenses prepare or cause to be prepared a plan for construction and erection of a new building at the said premises, and the Developer shall submit the same before the Midnapore Municipality for sanction with prior consent of the Owners.

ii. The Owners can inspect the sanctioned plans & drawings certified by the Developer to be true copy and all papers and documents that are to be submitted by the Developer to the Midnapore Municipality or any other authority for the purpose of development and construction of the building. The developer shall take prior written consent in case of any deviation in the Owners Allocation or reduction of common areas by modification in the sanctioned plan or otherwise.

iii. The Developer shall use and / or cause to be used good building materials as shall be specified by the licensed building surveyor or

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registered Architect of the building PHOVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of Specification and the building rules regulations and / or order to force for the time being.

Developer as the specification provided in Second Schedule here under written and all flat/units as well as common areas and facilities shall consist of and be provided with such materials, fixtures, fittings and facilities under any circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of erection, construction and completion of the said Owners allocated portion/portions or for any part of the building as the entire building as also the entire project shall be at the cost and expenses of the Developer.

v. The Developer shall construct and complete the Building under its direct supervision and control as per the sanctioned plan and with the best workmanship and like manner and shall comply with all statutory provisions, regulations, building rules and statutory stipulations from time to be imposed or as would be made applicable. [up to 2% variation in measurement should be considered.]

vi. All costs, charges, fees levies, imposition, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said building its materials, fittings and fixtures in all respect, including connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer.

vii. The Developer shall be responsible and hable for payment of and/or meeting all costs, charges, fees levies and expenses of the Shoomi Mrman @ Lily Su-



Paschim Medimpur

building materials, workman, labours contractors and all permissions, becase, quotas and other recruitment for exections construction and completion of the said building in totality. The developer shall at its own costs and expenses cause for progress of erection, construction and ultimate completion of the Building within the time specified herein above.

via While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion or any part thereof, the Developer shall fully comply with, observe, full fill and perform the requirement under the law and ensure fulfilment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter.

ix. In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever, including injury and/or damage to any person or persons or property of or any loss of title, the Developer shall be solely liable and responsible for the same and the consequences arising there from in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any negligence or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, suits, claims, proceedings and consequences, prosecuted and complied with and faced by the Developer at its own costs and expenses and the Developer shall keep the Owners indemnified from all or any loss, damages, cost and consequences, suffered or incurred there from.

x. Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever 21 | Page Medhaddends So delingtons Started Solding Sons

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Destruct Sub Registrar-1 Paschim Medinipur 0 5 DEC 2024 definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be employed by the Developer and the Owners shall not be responsible or liable for meeting any obligations in any manner whatsoever. In case the Owner becomes responsible or liable on any account relating to labour, workman, etc. Developer will indemnify / reimburse the Owners there for.

xi. The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workman, supervisors, workers, labours, employees, architects and others by whatever be called or described, appointed, deputed or engaged or required or put on site for the erections, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon the Owners indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred there from.

xii. The Developer shall be duty bound to complete the Owners allocated portion in all respect with all fixtures fittings and installations including domestic water and sewerage, electricity connections as well as common areas and facilities and make the same fully habitable for use within the said Period from the date of sanction of the plan and also after taking vacant possession of the said premises from the date of sanction of the plan and all so after taking vacant possession of the said premises from the Owners whichever will be later unless prevented by Force Majeure for which an additional period of 6(Six) months is allowed.

advertise for sale of the residential/commercial units of developer

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District Sub Registrar-D Paschim Medisupur

allocation to any third part/parties at such price to be determined by the Developer at its own discretion.

ARTICLE-VII

OWNERS OBLIGATIONS

- i. The Owners shall sign and execute all plans, drawings, specification, elevations, forms, applications and all other papers and verify and affirm required affidavits other declarations and as per power of attorney as may be required from time to time for all or any permissions, consent, sanction or licenses required under the law in connection with or relating to or arising out of construction, erection and completion of the said building or as may be required from time to time in accordance with law in order to expedite/facilitate the process for obtaining necessary clearances with all spending cost involved whatsoever. In case any liability arises to the Owners on account of execution of such documents, the Developer shall sufficiently re-imbrues and / or indemnities the Owners within one month from the knowledge of such.
- 2. The Owners shall deliver vacant peaceful possession of the land / premises to the Developer on signing of this agreement and prepare the Plan of the proposed building to be sanctioned by the Midnapore Municipalaity.
- 3. The Owners shall provide the Developer with appropriate Power of Attorney to develop the property, to be registered which relate to couple of interest and as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represents the Owners before all authorities concerned and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses

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and either allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may be require from time to time, in accordance with law concerning negotiations for transfer of flats to the intending purchasers thereof and all cost and expenses on that respect shall be borne by the Developer and in this respect the Owners shall appoint BHOOMI NIRMAN, the Developer herein, as their Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises. It is clarified that the Owners will be obliged to transfer proportionate share of land to the intending purchasers.

- 4. The Developer shall be entitled to transfer of Developer's Allocation by way of Agreement for Sale but cannot give possession to any flat purchaser and cannot execute registered sale deed till full performance of the agreement on the part of the Developer is made and will give possession to the flats purchases only upon full completions of the Owners Allocation with the Occupancy Certificate and possession certificate.
- 5. The Owners will not raise any objection for the ingress to and egress out from the premises and for the car parking spaces and for use of the common passage, common areas, staircase, roof and all other common facilities by the Co-owner of the proposed building.
- 6. The Owners will not enter into any contract for sale, lease or tenancy or any construction agreement of the land or the said premises or charges or in favor or with any person or persons after execution of these presents.
- 7. The Owners will pay the proportionate maintenance charges, electricity charges for use of electricity for lighting of the common areas, for payment of the watch and wards staffs and other incidents/relating to the benefits of the said new building and such

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charges will be mutually agreed upon until an association/society is formed by all the Co owner of the flats / units in the new building

ARTICLE-VIII

OTHER PROVISIONS.

- 1. In the event, the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer. However to be more specific at Developer's cost the Owners shall be entitled to the items mentioned in the specification more fully described in the Second Schedule here under written along with other necessary amenities.
- 2. The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common importable and undivided whereas the Owners have liberty to deal their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities as stated above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law. The roof of the building will be common to all the Co-Owner of the flats/units for use only.
- 3. The Owners shall be entitled to deal with, Sell, transfer and grant, lease and/or in any manner dispose of the Owners allocation for which no further consent of the Developer shall be required and the Owners will be entitled to receive, realize and collect all sale proceeds,

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District Sub Registrar-II Paschim Medinipur

manes and profits arising there from. The Developer shall be liable to deliver the allocation to the Owners or their nominee or nominees.

4. The fermat of the Draft indenture of Conveyance that may be required to be executed and registered by the Owners unto and in favor of the Developer and/or its nominees in respect of and/or any part thereof shall be prepared by the Developer's Advocate and to be approved/revised by the Owners and the Owners shall only execute indenture of Conveyance (s) unto and in favor of the Developer and/or its nominee or nominees at Developer's or nominees cost as the case may be subject to the terms and condition provided therein. All cost and expenses including stamp duty, incidentals, registration cost therefore shall be borne and paid by the Developer and /or its nominees.

5. Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to its allocated portion or any part thereof on such terms and conditions and stipulation it may deem fit and proper in accordance with law and cause the same to be registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental there to be paid and borne by the Developer and/or its nominee or nominees as the case may be. It is clarified that the Owners will only be liable to transfer proportionate importable share in the land in respect of Developer's Allocations.

ARTICLE-IX

COMMON OR RESPECTIVE OBLIGATIONS

A. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be payable.

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If To pay punctually and regularly their respective proportionate part or share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartment Ownership Act and the rules framed hereunder or any other act as desired and decided by the Co-owner, the Developer shall be entitled to collect service charges and provides the required services thereof.

C. To abide by all laws, rules and regulations and order or the enactments of the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner for their work and obligations keeping the Owners fully indemnified from all respect.

D. To abide by the statutory provisions of the West Bengal Municipal Act Town & Country Planning Act 1971 (M.K.D.A.) and any violations of the statutory provisions by the Developer shall at the risk and cost.

ARTICLE-X

MISCELLENEOUS

1. This Agreement shall always be treated as an agreement of joint development by and between the parties. The Owners and the Developer have entered into this Agreement purely as a CONTRACT and nothing constitute as Partnership between the Owners and the Developer or and Association or person or an agency agreement. Nothing in these presents, shall be construed as a sale, demise or assignment or constructed as a sale, demise or assignment or construed as a sale, demise or assignment or construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of

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District Sob Registrar-D Paschim Medinipur

the Developer other than an exclusive permission and right to feveur of the Developer to develop the said property subject to the terms and conditions of these presents.

- 2. The Owners shall handover possession to the Developer along with the right of the development in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or dispute or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement.
- It is understood that from time to time to facilitate the construction of the building by the Developer, various act, deeds, matters and things not herein specified may be required to be lawfully done, executed and performed and for which the Developer shall require adequate powers and authorities from Owners in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time is accordance with law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owners and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof, keeping the Owners, the Owners fully indemnified in all respect.
- 4. Handing over possession of the specified flats and car parking space, if any to the Owner shall be deemed to have been made after connection of new water supply, electricity and sewerage line of the Owners allocation are completed in all respects as per specification and after obtaining completion /occupancy certificate from the Midnapore Municipality or any other authority or authorities by the Developer upon a notice to the Owners by registered post along with communication by telephone and hand service. The date of

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- S. That handing over possession of the Owners allocation the developer shall remain liable for rectifying all defects and works of proper of any fittings, fixtures connections services or otherwise therein for a period of 3 months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear as applicable.
- 6. It is clarified that all work of development of both the Developer's and Owners Allocation, shall be done by the Developer at Developer's own costs and expenses.
- 7. All Municipal current taxes with arrears and other outgoings in respect of the said premises up to this date shall be borne and paid by the Developer on behalf of the Owners. At the expiry of 30 (Thirty) days from the date of service to the Owners a notice of the Developer regarding completion and handing over to the Owners of the Owners' allocation under the terms of this agreement, the liability of the Developer to pay the Municipal Taxes and other liabilities in respect of the Owners allocation would cease.
- 8. Within six month from the date of the completion of the project the Developer will and Co-operate the Owners and the other unit Owners to from an association or body of flats Owners to be formed for the keep, maintenance and management of the premises and the cost of such formation and incidentals thereto shall be borne by the individual flat Owners and the Developer or their respective nominees (unit owners) according to their proportionate right.
- Till such the association or body is not formed, the premises shall be managed an maintained jointly by the Owners and Developer and the cost thereof as mutually agreed upon by the Developer and

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District Sub Registry - Di Paschim Medinipur

Owners would be borne and paid by the Developer or their nammers in proportionate share. The Owners herein and the Developer shall as such as may be duly agree upon the rules and regulations for such management and maintenance.

10. The notice of completion issued by the Developer along with Midnapore Municipality occupancy certificate shall be sent to the Owners by hand service intimating that the Owners area is completed in the manner stated hereinabove and is ready for delivery after obtaining the completing or occupancy certificate of the concerned or Municipal Authorities and new water & sewerage connection to deliver the Owners area to the Owners under this agreement.

11. For the purpose of sale and/or transfer of allocation of the Developer of the Owners no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent provided the terms of the agreement are fully complied with.

12. The Certified copy of Title deeds and other documents relating to the aforesaid property shall be delivered to the Developer and the Land Owners cannot be mortgaged and shall be made available for inspection to the intending purchasers of the Developer's Allocations at all reasonable time during the continuance of this project and also thereafter. Upon completion of the project the title deeds and other documents shall be delivered to the Association that shall be formed for the management of the new building.

13. If required Developer shall execute and register all documents to perfect the title of the Owners of the Owners allocation, registration fees and Stamp duty, in this case shall be borne and paid by the Developer.

14. Time is the essence of this contract.

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District Sub Registrar-B Paschim Medinipur

15 If the project is delayed owning to any order or injunction of any Court or statutory body or authority, the Developer shall not be liable for such delay. Cost and expenses of all litigations and proceedings shall be borne and paid by the Developer. However, for any suit or proceeding relating to title of the land the land Owners shall be responsible. In such an event the time frame for completion of the project would be suitably extended.

16. It is further clarified that the Developer shall have no right title or interest in the Owner's allocation.

17. That if the Municipal authority will have sanctioned plan for further construction over forth floor of the said building then only the Developer will get the entire share of such extended construction.

ARTICLE-XI

FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligations herein to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJEURE" which shall mean and include flood, earthquake, not, war, storm, tempest, old commotion, strike look out, general labour unrest and/or any other acts or commission inquiry beyond the control of the Developer affected thereby and also Non-availability of suspended from the obligation during the duration of the "FORCE MAJEURE". Financial constraint shall not be considered a force majeure. Any incapacity on the Developer's part shall also not be considered force majeure. In case of occurrence of force majeure, the Developer within seven days shall give a notice to the owners of delay thereof in order to obtain the benefit of such delay.

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District Sub Registrar-D Paschim Medinipur

ARTICLE-XII

DEFAULT CLAUSE

In the event the Developer fails to complete the said proposed building within the said stipulated period of 48 (Forty Eight) months from the date obtaining vacant possession of the premises/sanction plansubjected to a grace period of another 6(Six) months and/or from the date of sanction plan of the Midnapore Municipality whichever will be later for reason beyond the control of the Developer or on account of force majeure as per Force Majeure clause mentioned above.

ARTICLE - XIII

ABRITRATION

All disputes and differences between the parties arising out of and / or the meaning construction or import of the agreement or their respective rights and liabilities as per this agreement shall be referred to the Arbitration of two Arbitrators each to be appointed by the parties. In case of disagreement between the Arbitrators it shall be referred to an umpire who shall be appointed before the start of the proceeding and whose decision shall be final and binding on the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation Act 1996 and its statutory modification and / or enactments thereof in force from time to time. The jurisdiction of court and laws to be deemed to the local jurisdiction of sadar court, Midnapore, Dist - Paschim Medinipur.

SCHEDULE OF THE ABOVE REFERRED TO

ALL the piece and parcel of the land measuring 30.811 decimals equal to 13420.00 sq. ft. land out of total 35.58 decimals equal to 15497.225 sq. ft. land which has been recorded 35.43 decimals in L.R. Parcha, situated within the District : Paschim Medinipur, P.O.

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District Sub Registrar-D Paschim Medinipur 0 5 DEC 2024 seed Municipality: Midnapure, Ward No. 03, Holding No. 639, 640 & 642 Moura - Cantenment Burpathar, J.L. No. 168, present L.E. Khaman No. 749, 788, 797, 923, 331, 301 and 248, R.S. and L.E. Plot No. 273 be the same or title more or less on a bounded by,

Butted & bounded by;

To the North: Dhananjay Raut, Laxmikanta Hembram & Anii Chakraborty

To the South: Municipal Road

To the East: CPIM Party Office, Parimal Majumdar

To the West: Sankar Kumar Rana & Lily Ray

SCHEDULE OF THE OWNERS ALLOCATION

- 1.SRI. SUBIR KUMAR SEN Owner will get one three storied residential house measuring about 3072 sq.ft. area on his existing old house situated within the Plot No. 273 vide municipal Holding No. Old 4731 and New 661.
- MISS. MADHUCHHANDA SEN Flat No.- 4A on the Forth Floor in BLOCK A measuring 831.96 Sq. Ft. Carpet area, 974.53 Sq. Ft. Cover area, 1218.16 Sq. Ft. Super Built up area.
- 3. SMT. NAMITA BANDYOPADHYAY- Flat No.- 3D on the Third Floor in BLOCK A measuring 832.00 Sq. Ft. Carpet area, 925.57 Sq. Ft. Cover area, 1156.97 Sq. Ft. Super Built up area.
- 4. SMT. UTPALA BISWAS Flat No.- 4D on the Forth Floor in BLOCK A measuring 832.00 Sq. Ft. Carpet area, 925.57 Sq. Ft. Cover area, 1156.97 Sq. Ft. Super Built up area.

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District Sub Registrar-Di Paschim Medinipur

IS SMY, LILY SEN - Flat No.- SC on the Third Floor to SLOCK A measuring 634.63 Sq. Ft. Corpet area, 708.76 Sq. Ft. Cover area, 865.35 Sq. Ft. Super Stull up area.

6. SRL ASITESH SEN - Flat No.- 3B on the Third Floor in BLOCK A measuring 882 75 Sq. Ft. Carpet area, 978.84 Sq. Ft. Cever area, 1223.53 Sq. Ft. Super Built up area. One Small Car Parking Approx. 120 Sq.Ft.

7. SRI. ARUN KUMAR SEN - Flat No.- 4B on the Forth Floor in BLOCK A measuring 882.75 Sq. Ft. Carpet area, 978.84 Sq. Ft. Cover area, 1223.55 Sq. Ft. Super Built up area.

8. SMT. SEEMA SEN alian SEEMA CORNELIUS - Flat No.- 3A on the Third Floor in BLOCK A measuring 831.96 Sq. Ft. Carpet area, 974.53 Sq. Ft. Cover area, 1218.16 Sq. Ft. Super Built up area. One Small Car Parking Approx. 120 Sq.Ft.

SCHEDULE OF THE DEVELOPER'S ALLOCATION

The entire rest portion except the owner's allocated partition of the said multi storied building along with the inseparable proportionate share of the said land.

COMMON RIGHTS AND LIABILITIES

Stair case, common passage, water lines and electricity main line and its wiring, land and boundary wall, fixtures and fittings, vacant spaces, roof and mumty roof, stair, main gate and entrance, proportionate land, pump and motor, septic tank, water tank.

IN WITHNESS WHEREOF the parties have put their respective signature here to the day, month and year first above written.

Schedule of work:-

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SPECIFICATION OF THE BUILDING CONSTRUCTION:

A Number of Floors-Ground plus four Storied building. (In case if Midnapore Municipality Sanctioned Plan for further construction, in that case the Building Height will be as per the Sanction.)

B. General: The building shall be R.C.C. framed structured design of Architect with good quality M.S. rods and according to sanctioned Building Plan.

C. Brick Work: 250 mm. - Thickness Brick work shall be done on outside walls with First class bricks in Cement-sand Mortar (1.6) 125mm (ISI marked). Thick inside partition walls between the Flats with first class bricks will be done in Cement-Sand Mortar (1:4) as necessary.

D. Flooring Skirting: In All rooms, balcony and kitchen will be laid DC tiles, Granite kitchen slab in kitchen and up to 3 ft. Height tiles over kitchen slab. In toilets tiles in floor and Skirting up to 6ft. Height.

E. Plastering: The outer side, inner side of the building will be of standard thickness and putty will be provided in bed room, living rooms, toilet, kitchen and balcony. Ceiling will be completed with Stucco and putty.

F. Painting: Inner portion of the building will be painted with 3 in 1 interior paint and weather coat paint will be provided on out side walls. The lift well will be painted with white cement.

G. Doors: Door Frames will be of Wood/PVC & doors shall be 30 mm thick membrane/flush door with oxidized steel hinges and tower bolts, door stoppers, standard make mortise lock.

H. Windows: Windows will be of sliding Aluminum/UPVC Windows with glass panels and M.S. Grill in all Windows.

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- I Yother:
- il European White Commode with Cistern and one tap of Standard make.
- iii Shower with One tap of Standard make shall be provided.
- J. Kitchen: One Sink, One taps of Standard make, Granite kitchen table.
- K. Stair case room and Railing: Stair case room will be provided as per design and sanctioned plan. Steel Railing from ground floor to top floor with height up to 2'-6" in one side of stair will be provided.
- L. Electrical installations:
- i. Three light points, one fan point and two plug point in drawing/dinning space (one 15 amp plug point and inverter point).
- ii. One fan point, two light points, one A.C. point and one plug points in bed room (one 15 amp plug point).
- iii. One light point in toilet and kitchen and one 15 amp plug point in toilet and kitchen each.
- iv. Concealed wiring with (S) Copper wire will be provided (all switches & sockets to be of Standard make).
- M. All extra work other than the standard specification shall be entertained by the Developer and charged as would be decided by the Developer of the said extra work. No outside contractor will be allowed to execute the said extra work till the possession of the flat in question is handed over to the Owner, entire payments toward such extra work shall have to be made in full before proceeding with the said extra work and any cost of such extra work shall not be adjusted



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District Sub Registrar-D Paschim Medinipur

in the event the Owner changing the specification as shall be provided by Developer.

N. All materials used for the construction will be of standard quality as far as practicable confirm to established engineering specifications of all the local materials and confirming to Indian Bureau of Standard Specification.

O. Water supply:

- Overhead water tank (PVC) will be provided at the top floor of the building connected with Boring Water Supply.
- ii. Connected internal lines as necessary in kitchen & toilet. Suitable electrical pump to deliver water to overhead water tank (PVC).
- iii. Roof treatment shall be done as per standard practice by the Developer and the roof cannot be used for bathing, washing of clothes and/or utensils by any of the flat Owner.
- P. General Clause: The Owner evidenced by writing can also rise question about the standard and quality of the materials used during construction subjected to the B.S.I.S. Specification or C.P.W.D./P.W.D. Manuals.

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MITNESSES:
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Add - J-14/1, Saratpally.

P.O+P.S- Midnapord

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Signature of the first

PART.

2.

Bhoomi Nirman

La Patra

Proprietor

SIGNATURE OF THE SECOND

PART.

Drafted By: Hershylash

Diptendu Ghosh (Advocate)

Judges Court, Paschim Midnapore.

Typed By:

76PANTAC W//- Australian, 72-72 M-5368713/1/900252494

Aveek Roy.

S-14/1, Saratpally,

Paschim Midnapore.

This deed consists of 38 pages, including 1 stamp papers and two witnesses which shall consist of this DEED. Arm kurn fur

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Juhin kuman Jun Utpala Biswas

Asitesh Sen (6) Lily Sun

Madhuchhandar Sen. Lilly Sen

Norrigta Bandyopadhyay

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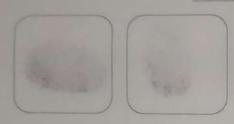
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LEFT HAND FINGER IMPRESSION









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RIGHT HAND FINGER IMPRESSION











Madhuehhanda Sen,

Signature -



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Marita Bandyo podhyay

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District Suo Registrar-II Paschim Medinipur

MATE PLAN SHOWING AREA FOR DEVELOPER AGREEMENT ON R.S. & L.R. PLOT No.- 273 (P)
MONDE CANTONINENT BARPATHAR, J.L. No.- 168, P.S. MIDNAPORE, DIST. PASCHIM MEDINIPUR,
MITTER WARD No.- 03, OF MIDNAPORE MUNICIPALITY.

NAME OF CHARGO TO BE BUBBE KUMAR SEN, SID LATE SUSHIL KUMAR SEN, 2) Med. MADRICCHHANDA SEN, 200 LATE SUSHIL KUMAR SEN, 2) Sen. KAMAR BEN, 2) Sen. HAMITA BANDYOPADHYAY, WIO LATE SAKTI BRATA BANDYOPADHYAY 200 SEN. SEN. SEN. SED LATE ACHINTYA KUMAR SEN, 7) SEN. LILY SEN. WIO LATE ACHINTYA KUMAR SEN, 200 LATE ACHINTYA KUMAR SEN, 300 LATE ACHINTYA KUMAR SEN, 300 LATE ACHINTYA KUMAR SEN, LOCAL ADDRESS OF ALL NARREPALLY, KUMOTA, P.O. & P.S. - MIDNAPORE, DIST. - PASCHIM MEDINIPUR, PIN - 721161.

NAME OF DEVELOPER - BHOOM NISMAN PROPRIETOR OF SRI SUBRATA PATRA, S/G- LATE SRIMANTA PATRA, AT ASSECTORS NADAR, P.O. & P.B. MIDNAPORE, DISTRICT- PASCHIM MEDINIPUR, PIN-721161.



SCHEDULE OF LAND

R.S.A.R. PLOT	AREA IN		
PLOT No.	Sft.	Acres	
273 (P)	13420.00	30.811	

AREA OF LAND SHOWN THUS -



Bhoomi Nirman
Sul L. Pate.
Proprietor

DRAWN BY

S-Sahoo

P. Sahoo Surveyor Midnapore Subir Kumer Sin C75itesh Sch Seema Come/inspseema Sen. Madhuchharda Sen. UtPala Biswas

Lity Sur @ Lilly Sur Nami to Bandyopadlyay Arum Kumar Sur REDMI NOTE 5 PRO



x

District Sub Registrus-B Paschim Medinipur



Shooms surman

DEADER IN

P. Sahoo Surveyor Midnepore A Subiz Kumaz Sm.

Germa Comelius. D Scema Sen.

Madhuchhanda San.

Utpala Bishos

Lily Sun D Lilly Sen

Scomita Bandyo padhyay

Armita Bandyo padhyay



pl

Dunnet Sub-Registrat-D Paschim Medinipur



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



SEN BOOK

CRN Date

Gateway Ref ID: GREPS Payment ID:

Payment Status:

150024250303145495

05/12/2024 15:19:20

243408699133

Successful

Payment Mode:

Bank/Gateway:

BRN Date: Method:

Payment Init. Date:

Payment Ref. No:

SHI Keep

SBIcPay Payment

05/12/2024 15:19:53

HDFC Retail Back NB 05/32/2024 14-10-20

2003080805/7/2024 (Query No.**Query You?)

Depositor Details

Depusitor's Name:

Mr Chandan Roy

Appress:

Collectorate Compound, Paschim Medisupur

Mobile: Period From (dd mm/yyyy):

05/12/2024

Period To (dd/mm/yyyy):

05/12/2024

Payment Ref ID: Dept Ref ID/DRN:

2003080805/7/2024

Payment Details

	Head of A-C Description	Head of A.C	Amount (₹)
	Property Regisserice: Stemp duty		
	Property Registration Registration Fees	0030-03-104-001-16	53

Total 70073

IN WORDS: SEVENTY THOUSAND SEVENTY THREE ONLY



gol/

Descrict Sub Registrar-B Paschim Medinipur

Major Information of the Deed

	1-1002-08484/2024	Date of Registration	05/12/2024		
	1002-2003080805/2024	Office where deed is r	egistered		
	04/12/2024 8:22:18 PM	D.S.R II PASCIM MID Paschim Midnapore	NAPORE, District		
Applicant Name, Address & Other Datella	C Roy Midnapure Thana Medinipur, Di 121101 Mobile No. 891898162	District - Paschim Midnapore, WEST BENGAL, PIN - 22. Status : Deed Writer			
0110] Sale, Development /	Agreement or Construction	[4305] Other than Immovable Property Declaration [No of Declaration 2]			
		Market Value			
		Rs. 3,73,24,507/-			
		Registration Fee Paid			
		Rs. 53/- (Article E, E)			
	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Un		

Land Details :

Date: Pasch in Midnapore, P.S.- Midnapore, Municipality, MIDNAPORE, Mouza, Cantanment Barpathar, Jl No. 168, Pa. Code, 721101

Sch	Plot. Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
		RS-749	Commerci	Vastu	5,131 Dec		62,15,704/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
	RS-273	RS-788	Commerci	Vastu	5.13 Dec		62,14,492/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
	RS-273	RS-797	Commerci	Vastu	5.13 Dec		62,14,492/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
	RS-272	RS-923	Commerci	Vastu	5.12 Dec		62,02,378/-	Width of Approach Road 40 Ft., Adjacent to Metal Road,
	RS-331	RS-331	Commerci	Vastu	2.74 Dec		33,19,241/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
1.6	RS-273	RS-301	Commerci	Vastu	2.75 Dec		33,31,356/	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
	RS-273	RS-248	Commerci	Vastu	2,75 Dec		33,31,356/	- Width of Approach Road: 40 Ft., Adjacent to Metal Road,

			2.06 Dec			Width of Approach Road: 40 Ft., Adjacent to Metal Road.
	TOTAL:		30.811Dec	0 /-	373,24,507 /-	
Grand	Total:		30.811Dec	0 /-	373,24,507 /-	

Land Lord Details

0:	Name, Address, Photo, Finger	print and Signa	ture	101 1016-757
	Name	Photo	Finger Print	Signature
	Subir Kumar Sen (Presentant) Son of Late Sushil Kumar Sen Executed by: Self, Date of Execution: 05/12/2024 Admitted by: Self, Date of Admission: 05/12/2024 Place Office	M	Captured	Shirms Sm
		05/12/2024	LTI 05/12/2024	05/12/2024

Kuikota, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Christian, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: akxxxxxx9c, Aadhaar No: 30xxxxxxxx3130, Status :Individual, Executed by: Self, Date of Execution: 05/12/2024 Admitted by: Self, Date of Admission: 05/12/2024 ,Place: Office

2	Name	Photo	Finger Print	Signature
	Madhuchhanda Sen Daughter of Late Sushil Kumar Sen Executed by: Self, Date of Execution: 05/12/2024 Admitted by: Self, Date of Admission: 05/12/2024 ,Place Office	0	Captured	Madhullanda den.
		05/12/2024	LTI 05/12/2024	05/12/2024

92/A, Jaigir Ghat Road, Block/Sector: Neel Deep Apartment, Flat No: e, City:- Kolkata, P.O:-Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Female, By Caste: Christian, Occupation: Retired Person, Citizen of: IndiaDate of Birth: XX-XX-1XX8 , PAN No.:: alxxxxxx8e, Aadhaar No: 60xxxxxxxx4643, Status :Individual, Executed by: Self, Date of Execution: 05/12/2024

, Admitted by: Self, Date of Admission: 05/12/2024 ,Place: Office

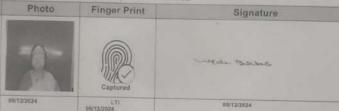
Name
Namita Bandyopadhyay
wife of Late Saktibrata
Bandopadhyay
Executed by: Self, Date of
Execution, 05/12/2024
Admixted by: Self, Date of



4A, Ramaniyam Pushkar Phase 1, Dr Kalignar Salai, City:- Not Specified, P.O:- Shollinganallur, P.S.-NEELANGARAI, District:-Kancheepuram, Tamil Nadu, India, PIN:- 600119 Sex: Female, By Caste: Christian, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX6, PAN No.:: adxxxxxx83, Aadhaar No: 66xxxxxxxx1683, Status: Individual, Executed by: Self, Date of Execution: 05/12/2024

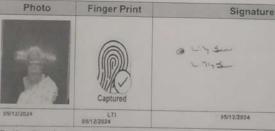
Admitted by: Self, Date of Admission: 05/12/2024 ,Place: Office

Name
Utpala Biswas
Wife of Late Manoj Biswas
Executed by: Self, Date of
Execution: 05/12/2024
Admitted by: Self, Date of
Admission: 05/12/2024 ,Place
Office



38/1, Nainan Para Lane, City:- Baranagar, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 Sex: Female, By Caste: Christian, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7, PAN No.:: azxxxxxx5k, Aadhaar No: 90xxxxxxxx5515, Status:Individual, Executed by: Self, Date of Execution: 05/12/2024, Admitted by: Self, Date of Admission: 05/12/2024, Place: Office

Lily Sen, (Alias: Lilly Sen)
Wife of Late Achintya
Kumar Sen
Executed by: Self, Date of
Execution: 05/12/2024
, Admitted by: Self, Date of
Admission: 05/12/2024 ,Place



Amarnath Apartment, Budha Bathe Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713301 Sex: Female, By Caste: Christian, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX6, PAN No.:: gxxxxxxx1l, Aadhaar No: 91xxxxxxxx3291, Status:Individual, Executed by: Self, Date of Execution: 05/12/2024

Admitted by: Self, Date of Admission: 05/12/2024 ,Place: Office

Name	Photo	Finger Print	Signature
Asitesh Sen Son of Late Achintya Kumar Sen Executed by Self, Date of Execution, 05/12/2024 Admission, 05/12/2024, Place	4	Captured	Asten Sec
	05/12/2024	ETI 05/12/2024	05/12/2024

Amamath Apartment, Budha Bathe Road, City: - Asansol, P.O: - Asansol, P.S:-Asansol, District: Paschim Bardhaman, West Bengal, India, PIN: - 713301 Sex: Male, By Caste: Christian, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: avxxxxxx7j, Aadhaar No: 84xxxxxxx7874, Status :Individual, Executed by: Self, Date of Execution: 05/12/2024 Date of Admission: 05/12/2024 Place: Office

Application of Della mare			
Name	Photo	Finger Print	Signature
Arun Kumar Sen Son of Late Achintya Kumar Sen Executed by: Self, Date of Execution: 05/12/2024 Admisted by: Self, Date of Admission: 05/12/2024, Place Office	-0.	Captured	Am kiner Sin
	05/12/2024	LTI 05/12/2024	05/12/2024

11/1B, RBC Road, Block/Sector: Stephens Enclave, Flat No: 2C, 1st Floor, City:- Dum Dum, P.O:-Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Christian, Occupation: Retired Person, Citizen of: IndiaDate of Birth: XX-XX-1XX0 , PAN No.:: ajxxxxxx5q, Aadhaar No: 51xxxxxxxxx3107, Status :Individual, Executed by: Self, Date of Execution: 05/12/2024

Admitted by: Self, Date of Admission: 05/12/2024 ,Place: Office

Name	Photo	Finger Print	Signature
Seema Cornelius, (Alias: Seema Sen) Wife of Lesley Cornelius Executed by: Self, Date of Execution: 05/12/2024 , Admitted by: Self, Date of Admission: 05/12/2024 ,Place Office	A	Captured	Plane testing from 1803 James 2000
. omc	05/12/2024	05/12/2024	05/12/2024

Amarnath Apartment, Phase II, Budha Bathe Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301 Sex: Female, By Caste: Christian, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: ajxxxxxx7l, Aadhaar No: 68xxxxxxxx6745, Status :Individual, Executed by: Self, Date of Execution: 05/12/2024 , Admitted by: Self, Date of Admission: 05/12/2024 ,Place : Office

Developer Details:

SI Name, Address, Photo, Finger print and Signature No

BHOOMI NIRMAN

Ashutosh Nagar, Kuikota, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721101 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AJXxxxxx0P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

		440

Subrata Patra
Son of Late Shimanta Patra
Date of Execution 05/12/2024, Admitted by:
Self, Date of Admission:
05/12/2024, Prace of
Admission of Execution: Office



Captured

Finger Print

Signature

Ashutosh Nagar, Kuikota, City - Midnapore, P.O.- Midnapore, P.S.-Medinipur, District-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste, Hindu, Occupation, Business, Citizen of India, Date of Birth:XX-XX-1XX4, PAN No. apxxxxxx0p, Aadhaar No. 80xxxxxxx6957 Status: Representative, Representative of BHOOMI NIRMAN (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Aveek Roy Son of Shri Chandan Roy S-14/1, Sarabally, City - Midnapore, P.O:- Midnapore, P.SMedinipur, District- Paschim Midnapore, West Bengal, India, 2/N): 721101	-0-	- September 1	-sa
	05/12/2024	05/12/2024	05/12/2024

Identifier Of Subir Kumar Sen, Madhuchhanda Sen, Namita Bandyopadhyay, Utpala Biswas, Lily Sen, Asitesh Sen, Arun Kumar Sen, Seema Cornelius, Subrata Patra

	The Person of Street, Square,		
	salac of property for L1	W	
SLN		To. with area (Name-Area)	
		BHOOMI NIRMAN-5 131 Dec	
	efer of property for L2		
St No		To. with area (Name-Area)	
		BHOOMI NIRMAN-S 13 Dec	
	ster of property for L3		
SLNe	From	To. with area (Name-Area)	
		BHOOMI NIRMAN-5.13 Dec	
	sfer of property for L4		
SINO	From	To, with area (Name-Area)	
		BHOOMI NIRMAN-5.12 Dec	
Trans	fer of property for L5		
Si.No	From	To. with area (Name-Area)	
		BHOOMI NIRMAN-2.74 Dec	
Trans	fer of property for L6		
SI.No	From	To. with area (Name-Area)	
		BHOOMI NIRMAN-2.75 Dec	
Transf	fer of property for L7		
SLNo	From	To, with area (Name-Area)	
	Arun Kumar Sen	BHOOMI NIRMAN-2.75 Dec	
Transf	er of property for L8		
SINO	From	To, with area (Name-Area)	
	Seema Comelius	BHOOMI NIRMAN-2.06 Dec	

Endorsement For Deed Number : 1 - 100208484 / 2024

On 05-12-2024

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 tot of Indian Stamp Act 1899

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

Presented for registration at 14:30 hrs on 05-12-2024, at the Office of the D.S.R. - II PASCIM MIDNAPORE by Subir

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 3.73.24.507/-

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

Execution is admitted on 05/12/2024 by 1. Subir Kumar Sen, Son of Late Sushil Kumar Sen, Najrulpally, Kulkota, P.O. Midhapore, Thana: Medinipur, City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Christian, by Profession Retired Person, 2. Madhuchhanda Sen, Daughter of Late Sushil Kumar Sen, 92/A, Jaigir Ghat Road, Sector: Neel Deep Apartment, Flat No: e, P.O: Thakurpukur, Thana: Thakurpukur, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Christian, by Profession Retired Person, 3. Namita Bandyopadhyay, Wife of Late Saktibrata Bandopadhyay, 4A, Ramaniyam Pushkar Phase 1, Dr Kalignar Salat, P.O. Shollinganallur, Thana: NEELANGARAI, Kancheepuram, TAMIL NADU, India, PIN - 600119, by caste Christian, by Profession Retired Person, 4. Utpala Biswas, Wife of Late Manoj Biswas, 38/1, Nainan Para Lane, P.O. Baranagar, City/Town: BARANAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Christian, by Profession House wife, 5. Lily Sen, Alias Lilly Sen, Wife of Late Achintya Kumar Sen, Amarnath Apartment, Budha Bathe Road, P.O. Asansol, City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713301, by caste Christian, by Profession Business, 7. Arun Kumar Sen, Amarnath Apartment, Budha Bathe Road, P.O. Asansol, Thana: Asansol, City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713301, by caste Christian, by Profession Business, 7. Arun Kumar Sen, Son of Late Achintya Kumar Sen, 11/1B, RBC Road, Sector: Stephens Enclave, Flat No: 2C, 1st Floor, P.O. Dum Dum, Thana: Dum Dum, City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Christian, by Profession Retired Person, 8. Seema Cornelius, Alias Seema Sen, Wife of Lesley Cornelius, Alias Se

Indetified by Aveek Roy, . . Son of Shri Chandan Roy, S-14/1, Saratpally, P.O. Midnapore, Thana: Medinipur, . City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

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

Execution is admitted on 05-12-2024 by Subrata Patra. PROPRIETOR, BHOOMI NIRMAN (Sole Proprietoship), Ashutosh Nagar. Kuikota, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Aveek Roy, . . Son of Shri Chandan Roy, S-14/1, Saratpally, P.O. Midnapore, Thana: Medinipur, . City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 53/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2024 3:19PM with Govt. Ref. No: 192024250303845498 on 05-12-2024, Amount Rs: 53/-, Bank: SBI EPay (SBIePay), Ref. No. 4608976091435 on 05-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Compact that recursed Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs

Description of Stamp 1 Stamp. Type. Impressed, Serial no 13416, Amount. Rs.5,000.00/-, Date of Purchase: 03/12/2024, Vendor name:

2 Stamp: Type: Court Fees, Amount: Rs.10,00/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2024 3:19PM with Govt. Ref. No: 192024250303845498 on 05-12-2024, Amount Rs: 70,020/-, Bank: S8I EPay (S8IePay). Ref. No. 4608976091435 on 05-12-2024, Head of Account 0030-02-103-003-02

Sudikshit Roy Barma DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II PASCIM MIDNAPORE Paschim Midnapore, West Bengal Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1002-2024, Page from 162194 to 162249

Volume number 1002-2024, Page from 162194 to 162249 being No 100208484 for the year 2024.



Hum

Digitally signed by Sudikshit Roy Barma Date: 2024.12.06 17:15:19 +05:30 Reason: Digital Signing of Deed.

(Sudikshit Roy Barma) 06/12/2024 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II PASCIM MIDNAPORE West Bengal.