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Certified that this document is
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The signature sheet and the
endorsement sheet attached here
with are the parts of this document

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District Sub-Registrar-I
Paschim Medinipur

10 MAY 2024

Kamran Khan

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this day of
10th May, 2024 (Two Thousand Twenty Four)

Smruti

SIVAM CONSTRUCTION
Smruti Ghosh
Partner

ক্রম নং 2507 টাকা 5,00
তার 10 MAY 2024 জেলা-পশ্চিম মেদিনীপুর
নাম Kaustav Paul
স্বামী Rabindranagar
থানা Midnapore
স্বাক্ষর br



5,00 X 125,00

10 MAY 2024

জেলা-পশ্চিম মেদিনীপুর
এ.সি.এস. অফিস, পশ্চিম মেদিনীপুর

10 MAY 2024



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District Sub-Registrar-I
Paschim Medinipur

10 MAY 2024



Kaustav Paul

BETWEEN



Kaustav Paul

SRI KAUSTAV PAUL, Pan-ANSPP1633K, Aadhaar No.- 3338 3694 0081

S/o Sri Uday Ranjan Paul,

By religion-Hindu, By Occupation-Business, By Citizen-Indian, Residing at-Rabindranagar, P.O.-Midnapore, P.S. -Midnapore (Kotwali), Midnapore Municipality, Word No.-12, Dist.- Paschim Medinipur, Pin-721101 herein after called the Owner (which Expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his heirs, legal representative, executors administrators and assigns) of the **First Part**.

AND

SHIVAM CONSTRUCTION, PAN- ACJFS5696M, having its registered office at Old Art College Road, Zilla Parisad Complex, P.O.+P.S. + Pargana + Municipality + ADSR Office – Midnapore, West Bengal, Pin.- 721101, represented by its partners :-

1. **SRI SANTANU CHAKRABORTY, PAN- AEOPC0889H**
S/o Sri Chandidas Chakraborty, **AADHAR- 6494 6615 4788**
By religion – Hindu, By occupation- Business, by Citizen- Indian
2. **SMT SOMIA CHAKRABORTY, PAN- AUEPC5529J**
W/o Sri Santanu Chakraborty, **AADHAR- 9555 2365 1519**

By religion – Hindu, by occupation- Business & Household Works, by citizen- Indian both are resident of colonelgoja (Bag Lane), at present residing at – Raja Bazar, Mouza- Kamarara, Head Post office Road, P.O. + P.S.+ Pargana + Sub-registry Office + Municipality – Midnapore, Dist- Paschim Medinipur, hereinafter jointly called the DEVELOPER (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, administrators, representatives, executors and assigns) of the **SECOND PART**.

WHEREAS THE ABOVE NAMED OWNER Sri Kaustav Paul became the owner of the land as described in the schedule (A) of this deed of Development Agreement by a registered deed of gift being No.-2825/2006 registered in the office of the A.D.S.R. Kharagpur executed by Smt. Menaka Sundari Paul W/O Late Radha Gobinda Paul, Resident of Rabindra Nagar, Midnapore, P.O. & P.S.-Midnapore, Municipal Ward No.12(new), 7(old), Dist –Paschim Medinipur, and after receiving the land from Smt. Menaka Sundari Paul owner is in possession of his land till date and mutated his land in present L.R. Settlement and said land has been recorded in L.R. Khatian No.-1464, L.R. Plot No.-492 area-0.1400 acres & L.R. Plot No.-493 area- 0.3906 acres in all 0.5306 acres as bastu land and the owner paid Government & Municipal Tax against receipt and said land is free from all encumbrances and which is specifically described in (A) Schedule of this Development Agreement.

Kaustav Paul

SIVAM CONSTRUCTION
Santanu Chakraborty
Partner

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AND WHEREAS the land owner represented that he is absolutely seized and possessed and otherwise well and sufficiently entitled to the landed property as described in schedule (A) and as well as in First Schedule herein and that the land owner desires that his property to be developed into a multi storied residential and as well as commercial building comprising of OWNERSHIP FLATS, commercial space and parking space etc. by entering in to a suitable agreement with the Developer and as such facts and circumstances as described aforesaid the land owner approached and requested aforesaid Developer to Develop the said land and believing on the aforesaid representation and disclosure, the developer have agreed to the request of the LAND OWNER and agreed to develop the landed property on the following terms and conditions as mentioned herein below.

AND WHEREAS It is Pertinent to mention here that another Partner Smt. Somia Chakraborty, has already executed a registered power of attorney in favour of Partner Sri Santanu Chakraborty on 17/02/2016 vide No-IV-52/2016 and as such the presence of Smt. Somia Chakraborty is not necessary to any where as per said registered deed of Power of attorney.

THE terms and expression of the "LAND OWNERS" and "THE DEVELOPER" wherever used and occurring in these presents unless either expressly or by necessary implication excluded by contrary to the subject or context shall always mean and include their respective heirs, successors, legal representatives, administrators, executors and assigns.

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

1.1 LAND OWNER shall mean Kaustav Paul the owner of the landed properties mentioned in Schedule (A) below and their executors, administrators, representatives, heirs & successors.

1.2 DEVELOPER shall mean SHIVAM CONSTRUCTION having its Office at-old Art College Road, popularly known as Bangolee, Zilla parisad Complex, P.O.+P.S. Midnapore, Dist. - Paschim Medinipur which shall mean and include its Partner, successors in interest and assigns.

1.3 LAND PROPERTY shall mean all that piece and parcel of land together with the right, title, interest and possession over the Bastu Land more particularly described in the FIRST SCHEDULE.

1.4 BUILDING shall mean the Commercial and Residential Multi- Storied Building Complex to be constructed on the land property in accordance with the plan to be sanctioned by Midnapore Municipality, Midnapore and necessary permission from MKDA authority and permission from the fire service.

Kaustav Paul

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Sri Santanu Chakraborty
Partner

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1.5 FLATS shall mean the super built up area consisting of bed rooms, living room, bath room, kitchen, balcony/ verandah etc. more particularly described in part one of SECOND SCHEDULE.

1.6 PARKING SPACE shall mean the place or area reserved for parking of the motor cars, more particularly described in the SECOND SCHEDULE.

1.7 COMMON FACILITIES and amenities shall include corridors hall ways, stairways, passage ways, drive ways, common lavatories, pump room, generator room, tube well, overhead tank, water pumps and motors and lift arrangement and facilities such as guard room with toilet and also other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions of maintenance and management of the building including terrace of the building. common amenities if the said building, more particularly described in the THIRD SCHEDULE.

1.8 COMMON EXPENSES shall mean and include a proportionate share of the costs, charges and expenses for working, maintenance, upkeep, repairs, replacement of common parts and common facilities including proportionate share of Municipal Tax and property taxes and other taxes and levies related to or connected with the said building and land property.

1.9 SALEABLE SPACE it shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all space required thereof.

1.10 LAND OWNER ALLOCATION shall mean the total constructed area of the aforesaid Multi- Storied Building Complex as agreed by the LAND OWNER & DEVELOPERS as being exclusively allocable to the owner and/or their nominee or **nominees from ground to top floor 45%, and rest remaining portion 55% of the constructed area of the building** shall be allotted to the DEVELOPER, in which the Developer have got interest for transfer, conveyance gift, sale mortgage, loan and charges the remaining portion to any concerned authority and no objection will be raised by the OWNER or by anybody else in this matter.

1.11. DEVELOPER'S ALLOCATION shall mean and include 55% over the total constructed area in the aforesaid building with right, title, interest in common facilities and amenities including the right to use thereof and also space, available at the said premises after providing for the LAND OWNER 45% allocation as mentioned above.

After the delivery of possession of respective flats in the aforesaid building to the LANDOWNER, the Purchasers shall enjoy all rights and privileges and will be subject to the same liabilities as provided in the DEVELOPER'S Agreement or otherwise.

Upon handing over of possession of Flats to the LAND OWNER and the intending Purchasers, both shall pay to the Flat Owner's Association the proportionate share of

Kanwar Singh

SIVAM CONSTRUCTION

Kanwar Singh
Partner

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common expenses of all taxes, outgoing and other charges, specified in the fifth schedule hereunder, written from after the date, the said Flats and parking space become ready for occupation, till the DEVELOPER hand over the possession and management of the common parts to Flat OWNERS' association, to be formed for the purchase and anyone making default shall pay interest thereon @21% p.a.

ARTICLE II - DEVELOPER RIGHTS

1. **THE LAND OWNER** hereby grants, subject to what has been herein after provided, the exclusive right to the **DEVELOPER** to built, construct, erect and complete the said apartment and to commercially exploit the same by entering into Agreement for Sale and/or transfer and/or construct in accordance with the plan to be sanctioned by Midnapore Municipality, Midnapore with or without amendment and/or modification made or caused by the **DEVELOPER**.

2. **THE DEVELOPER** shall be entitled to prepare or alter the plan, if as may be required under the rules at his own costs and shall pay and bear all fees, including architect fees, charges as required to be paid or deposited for obtaining the Plan Sanctioned by Midnapore Municipality, Midnapore and for the construction of the building at the said premises, provided however that the **DEVELOPER** shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the **DEVELOPER**.

ARTICLE III-APPARTMENT CONSIDERATION

On the **LAND OWNER** representation about his title and possession over the said **LAND PROPERTY** and relying upon the **LAND OWNER'S** personal guarantee that has made full and correct disclosures and that he has full right, indefeasible title and absolute authority to enter into Agreement and no person/ persons other than the land **OWNER** have any right, title and interest of any nature whatsoever, in the premises or any part thereof and the right, title and interest of the **OWNER** in the premises is fully free from all sorts of encumbrances whatsoever and the land **OWNER** has good and marketable title thereof and in consideration of the **LAND OWNER** having agreed to permit the **DEVELOPER** to commercially exploit the land property and construct, erect and complete the building on the premises as a whole within a period of 30 (Thirty) months from the date of approval of the building Plan by Midnapore Municipality, Midnapore.

(a) The **DEVELOPER** shall prepare the plan and cause the plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation, design and sanction of the entire plan. The **DEVELOPER** shall immediately, on the signing of the Agreement, submit the Building Plan with Midnapore Municipality, Midnapore and make all endeavors to obtain Sanction Plan.

(b) The **DEVELOPER** shall obtain all necessary permission and/or approval and/or consent at his own costs.

Kamran Paul

Santosh Kumar Singh
Partner

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(c) The DEVELOPER shall pay all costs of supervision of the development and construction of the OWNER allocation in the building at the said premises.

(d) The DEVELOPER shall allocate the LAND OWNER allocation of the constructed area in the building to be constructed at the said premises (herein called the LAND OWNER'S allocation) as per proportion from ground floor to top floor and One Car Parking space of the constructed area and rest floor shall be allotted to the DEVELOPER i.e. ground floor to top floor.

(e) The DEVELOPER shall give complete possession of the LAND OWNER allocation within thirty (30) months from the date of receipt of Sanctioned Plan from Midnapore Municipality. The LAND OWNER shall take possession of the property on the completion of the building and so forth of LAND OWNER share. The aforesaid shall constitute a consideration for grant of exclusive right for the development for the said land property.

ARTICLE IV-LANDOWNER / LAND OWNERS ALLOCATION

It shall be the constructed area in from of such residential flats along with parking space (more particularly described in the Second Schedule) in the aforesaid building complex, as per specification mentioned in fourth schedule and agreed upon by the LANDOWNER and DEVELOPER, being exclusively allocated to the LAND OWNER and/or his nominee or nominees.

1. It is agreed between the parties that the LAND OWNER shall have no interest in the said multi-storied building, except the Land Owner's allocation. It is clearly understood that the Purchaser/s of the Flats allotted to the DEVELOPER, shall pay costs to the DEVELOPER, and Sale Deeds shall be executed by the DEVELOPER as Attorney of the LAND OWNER in favour of the Purchaser/s.

ARTICLE V-BUILDER'S/DEVELOPER'S ALLOCATION

1. In consideration of the above the DEVELOPER shall be entitled to 55% portion of constructed area saleable space up to Top Floor in the building to be constructed on the land property together with the proportionate undivided share on the said land and also together with proportionate undivided share in the common parts and facilities such as several numbers of Flat, Shop Room commercial spaces etc. of the said premises and other service area in the said building, after providing for LAND OWNER 45% allocation as provided in Article VI herein above and the DEVELOPER shall be entitled to enter into an Agreement for Sale and transfer for the DEVELOPER'S allocation and to receive, realize and collect all moneys in that respect and it is hereby expressly agreed by and between parties hereto that for the purpose of entering into such Agreement, it shall not be obligatory on the part of the DEVELOPER to obtain any further consent of the LAND OWNER and this Agreement by itself shall be treated as consent by the LAND OWNER. And the

Kamran Khan

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Santapan Behrman only
Partner

Shamshul Agha

Developer shall received loan from the Bank in respect of his allocated area and the owner have no liability for that Bank Loan received by the DEVELOPER.

- 2. The DEVELOPER shall be entitled to mortgage, charge or to deal with the DEVELOPER'S allocation and right, title, interest under this Agreement.

ARTICLE VI-MISCELLANEOUS

- 1. The DEVELOPER shall not be able to any obligation hereunder to the extent that the performance of the relevant obligations are prevented temporarily by the existence of Force Majeure and shall be suspended from the obligation during the period of Force Majeure.

2 The force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion. strike, lockout, and/or any other act or omission beyond the control of the DEVELOPER.

ARTICLE VII-MISCELLANEOUS

- 1. The LAND OWNER and the DEVELOPER have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construe a partnership between the DEVELOPER and the LAND OWNER or as a joint venture between the parties hereto in any manner, nor shall the parties hereto constitute as an association of persons.

2. It is understood that from time to time to facilitate the construction of the building by DEVELOPER and transfer of Flats, various deed, matters and things, not herein specified, may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the LAND ONWER and various applications and other documents may be required to be signed or made by the LAND OWNER hereby undertake to do all such acts, deed, mater and things that may be reasonably required to be done in the matter and the LAND OWNER on his behalf also undertakes to sign and execute all such additional applications and other documents, as the case may be, provided that all such deed, matters and things do not in any infringe on the rights of the LAND OWNER and/or against the spirit of this Agreement.

3. That the LAND OWNER will execute a General Power of Attorney in favour of the DEVELOPER or their nominee regarding construction work to be done by the DEVELOPER (Second Party) and absolute right to sell all the Flats, Commercial Space, to be constructed on 'A' Schedule land along with the proportionate share of 'A' Schedule land except LAND OWNER'S allocation.

4. Nothing in these present shall be construed as a demise or conveyance in law by the LAND OWNER of the land property or any part thereof to the DEVELOPER or as

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Sivam Construction
Partner

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creating any right, title or interest in respect thereof to the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in term hereof provided however that the DEVELOPER shall be entitled to borrow money from any bank or other financial institutions for the purpose of constructing the above mentioned building.

5. As and from the date of completion of the building, the DEVELOPER and/or his transferee and the LAND OWNER and/or has transferee shall be liable to pay and bear proportionate payable in respect of the space.

6. There is no existing Agreement regarding the Development or sale of the said land premises and that all other arrangement if any. prior to this Agreement, have been cancelled and are being superseded by this Agreement.

7. The LAND OWNER assures and guarantees that the land property is free from any encumbrances, charges, claim or demand whatsoever by or from any one whatsoever. THE LAND OWNER will bear the responsibility if in future any legal complication arises regarding the right, title of 'A' Schedule land.

8. It shall be obligatory on the part of the LAND OWNER to become a member of the Flat Owners Association or society, formed by the members staying in the said building complex and this association of the Flat owners will repair and maintain the property and shall pay all the charges of various Government Duties and levies and repair or any other outgoing relating to the said property and the building shall be payable by all the FLAT OWNERS. The Flat owner's Association shall be the apex body, relating to all the interest of all FLAT OWNERS and shall work for the peaceful living of all members.

9. The building complex shall be completed within 30 (thirty) months/ 2.5 years from the date of Sanctioned of the Plan by Midnapore Municipality, Midnapore subject to the force majeure clause as mentioned above.

10. If the construction of the entire complex is not completed in all respect within thirty months for reasons which were not within the control of the DEVELOPER further period of six months shall be granted by LAND OWNER to the DEVELOPER to complete the construction.

11. If construction is not completed in all respect within the grace period of six months then the LAND OWNER in no case further extension beyond six months can be granted to the DEVELOPER.

12. The Municipal Taxes, Service Tex, Land Revenue and Electric Bills etc. will be borne by the DEVELOPER from the date of vacating of the existing house by the LAND OWNER till the possession of the LAND OWNER flats are given.

13. The LAND OWNER shall provide vacant possession of the above mentioned Plots to the DEVELOPER immediately after signing this Agreement. The Builder will start

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Santam Bhattacharya
Partner

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the construction work immediately from the date of approval of the Plan by Midnapore Municipality, Midnapore and will carry on the construction work from start to finish in a regular manner and the DEVELOPER will not leave the construction of the building in the middle.

14. It is further agreed and undertake by the DEVELOPER that the LAND OWNER shall have full right, title, OWNERSHIP ratio i.e 45% interest over the built up area, allotted to the LAND OWNER as his share more specifically described in the LAND OWNER allocation, mentioned in the Schedule above built up area and the LAND OWNER shall be fully entitled to transfer, convey, grant, otherwise alienate or transfer their interest in any manner as deemed fit by the LAND OWNER to any person, association or persons, firm, company, corporate body, co-operative societies, Govt. Agencies etc. on such terms & conditions as may be decided by the LAND OWNER.

15. The LAND OWNER or his nominee or nominees will have the same right, title and interest to the use and enjoyment of all the common facilities as the DEVELOPER or his nominees.

16. That the LAND OWNER will hand over temporarily the following original documents to the DEVELOPER pertaining to 'A' Schedule land

(i) Original Title Deeds.

(ii) Mutation and Revenue Receipt R.S.R.O.R. & L.R.R.OR.

(iii) Municipal Tax Receipt, Govt Rent receipt.

17. That after execution of this Agreement the DEVELOPER will start necessary processing, planning, advances booking for the sale proportionate share of 'A' Schedule land and Flats and car parking space of the Multi-Storied apartment to be constructed on 'A' Schedule land.

18. That the LAND OWNER will not raise any question or objection if any changes or amendment done by the DEVELOPER in the said multi-storied building.

19. That the LAND OWNER will pay the proportionate necessary charges of fees, levied by Municipality/ Government from time to time along with other co-OWNERS of the building as applicable in similar other properties measuring 0.0670 acres or 6.70 dec. or more or less described in Schedule 'A' which has been specifically mentioned in annexed map marked in red border mark which will be treated as part of this Agreement.

Kamran Paul,

SIVAM CONSTRUCTION

Satish Chakraborty

Partner

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OWNERS ALLOCATION SPECIFICATIONS

1. Foundation : R.C.C. column and pedestal with both in foundation and in plinth.
2. Structure : R.C.C. column / beams/ slabs 1:1, 5:3 ratio.
3. Wall : 8" thick external with first class brick (local available with 6:1 cement mortar and all the partition works 5" thick brick work with 4:1 cement mortar.
4. Re-enforcement : Tor steel
Tata/ Elegent/ Sail/ Shyam
Cement :
Lafarge/ Ultratech/Ambuja/Konark
5. All Doors : Standard quality Wooden Frame (4" x 3"0 & shutter by Flash Door
6. Windows : Aluminum anodized window sliding type (3/2 shannel) of heavy gaze size 4' -3'
7. Grill : Outside window grill covered by Half inch (1/2" square bar box type
8. Door of Bathrooms : First Class P.V.C. door with P.V.C. frame.
9. Stair : 5' feet wide & step 6" with marble finish.
10. Stair Railing : Half inch (1/2") square bar with good quality steep pipe / iron pipe
11. Lift : Five passenger lift of good quality (Branded).

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Sivam Construction
Partner

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12. Floor : Marble finishing with good quality of Marble.
13. Toilet : Toilet floor of marble and first quality Ceramic tiles up to 7 feet height. Separate Hot & Cold water pipe connection in each toilet. One Indian type and other European type pan.
14. Water Supply : C.V.P.C. pipe with necessary fittings inner line by P.V.C. pipe, water through own deep bored tube well.
15. Kitchen : Black stone on working platform with ceramics tiles up to 3 feet height and marble flooring.
16. Painting of Walls : Internal walls and ceiling shall have wall putty finish and a coat of cement primer plastic paints/ Distemper
17. Electrical equipments : All electrical fittings of ISI mark
18. Overhead Tank : Overhead tank should be provided on the roof of stair along with C.V.P.C. pipe line.
19. Telephone : Fitting and Fixture.

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S. Senthil Kumar
Partner

Kamran Khan

The Second Schedule above referred to: 'Building

The builder shall at its own cost construct, create complete in all respect the said building complex shall allocate to the Owner get 45% from ground floor to top floor of constructed area of the building and if the Municipal Authority & MKDA permit the Developer to construct further floors then OWNER may get as per proportionate 45% and 55% ratio of the committed area of the building. And no advance monitory transaction is done except the respective allocation as mentioned in this deed of agreement.

S. Senthil Kumar
Partner

The Third Schedule above referred to: 'Common Facilities'

1. The foundation, columns, beams, support, corridors, lobbies, stairs, stairways, landing, entrances and exists. Terrace and of the roof which shall be utilized commonly, developer and the prospective FLAT OWNER shall have right to access whenever necessary for the purposes of repair, maintenance etc. of common amenities
2. Common passage, driveways, except car parking space if any.
3. Tube well, water pump, water tank or reservoir, water pipes and other common plumbing installation with branded materials.
4. Electrical wiring, meters and fixtures (excluding which are installed for any particular flat).
5. Drainage, sewerage and rain water pipelines.
6. Boundary including outer walls of the said building and the main gate.
7. Lift arrangements along with suitable generator and generator room.
8. Such other common parts, areas, equipment, installation, fixtures, fittings, covered and open space in or about the said building as necessary for passage to the user and occupier of flat or flats in common and as are easement of necessity or the building but excluding car parking space and area.

Kampan Paul,

SIVAM CONSTRUCTION
Santosh Chakrabarty
 Partner

The Fourth Schedule above to : Specifications of Customer's Allocations :

- | | | | |
|----|----------------|---|--|
| 1. | Foundation | : | R.C.C. Column and pedestal with both in Foundation and in plinth. |
| 2. | Structure | : | R.C.C. Column / beams / Slabs 1:1, 5 :3 ratio |
| 3. | Wall | : | 8" thick external with 1 st class brick (local available) with 6 :1 cement mortar and all the partition works 5" thick brick work with 4:1 cement mortar. |
| 4. | Re-inforcement | : | Tor Steel Tata/ elegant / Sail/ Shyam Cement : Lafarge/ Ultratech/ Ambuja/ |

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5. All doors : Wooden frame (4" x 3" size) and shutter by standard wood, collapsible gate should be provided in front of main gate/ door (only for OWNERS's portion)
6. Windows : Aluminium anodized window sliding Type (3&2) Channel) of heavy gaze.
7. Grill : Outside window grill covered by ½" square bar/ M.S. Grill.
8. Door of Bathroom : 1st class P.V.C. door with P.V.C. frame.
9. Stair : 5' feet wide & step 6" with marble finish.
10. Stair railing : ½" square bar with good quality handle standard steel
11. Lift : Five passenger lift of good quality (Branded)
12. Floor : Bed Room / Drawing/ Dining Verandah :
Marble floor (standard)
13. Kitchen : (a) Floor – Marble finish
(b) Wall – Ceramic tiles upto 2' – 0' on top of kitchen table.
14. Hardware & Sanitary work : Standard quality
15. Electrical work : (a) Wiring – Concealed wiring.
(b) Fitting – Standard quality.

Kamran Paul

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Partner

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16. Sewerage system : Septic system with soak pit/ drainage.
17. Car Parking : Parking space will be provided at extra cost as per availability.

The Fifth Schedule above referred to; "Common Expenses"

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories, common areas and facilities including whitewashing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landing, gutters, rain water pipes, motor pumps, tube wells, wiring and installation sewers, drains and all other common parts, fittings, fixtures and requirements in under or upon the building enjoyed or used in common by OWNER, intending purchasers, co-purchasers or occupiers thereto.

2 The cost of cleaning, maintenance and lightening the main entrance, passage, landings, staircase and other parts of the building as enjoyed or used in the common by the occupier of the said building.

3. The salaries of managers, clerks, bill collectors, chowkidar. plumbers, electrician sweepers etc. if any.

4. The cost of working, repairs, replacements and maintenance of pumps, tube well and other plumbing works including all service charges for service rendered in common to all occupiers ie. lift maintenance, generator maintenance etc.

5. Municipal Tax, Service Tax and other outgoing etc.

6. Insurance of building against earthquake, fire mob, damages and civil commotion.

7. All electrical charges payable in common for the common portion of the said building.

8. All other expenses including printing & stationery, also expenses incurred in respect of any dispute with Midnapore Municipality, any other local authority, Government, insurance company or any other persons in relation to or be deemed by the building or any ad-hoc committee or association of the occupiers to be necessary or incidental to the maintenance and upkeep of the said building.

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SIVAM CONSTRUCTION

Sivam Construction Partner

Sivam

The Sixth Schedule above referred to:

1. The intending Purchaser shall be entitled to all rights, privileges, vertical and lateral support, easement, appendages whatsoever belonging to the said building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof and appurtenances hereafter more particularly set forth in the Seventh Schedule thereof.
2. The right of way in common as aforesaid in to and upon all the common passages, driveways, entrances at all times for the purposes connected with the reasonable use and enjoyment of the building and property and it is hereby declared that nothing herein contained shall permit the Purchaser or persons deriving title under the Purchaser and/or his/her, their its servants and employees, invitees and/or customers to obstruct in any other things, the free passage, drive ways and entrance as aforesaid.
3. The right of protection of the said flat by or from all other parts of building and property so as far they protect the same.

The Seventh Schedule above Referred to

The under mentioned right, easements and privileges to the said Flats shall be expected and be reserved up to the other co-purchasers and/or occupiers of other part or the said building.

1. The right of flow in common with the purchaser and other person aforesaid of electricity, water, soil or waste form and to any part (other than the said Flats) to the other part of the said building through pipes, drains, wires or conduits lying or being in under through or over the said Flats and so far as may be reasonable for the beneficial use occupation and enjoyment of the other parts of the building.
2. The right of protection of other part/s of the said building or all parts of the said Flats as the same and/or does normally protect.

Kamran Saad

SIVAM CONSTRUCTION

Sandip S. Khurana
Partner

Amal
A/S

3. The right as would otherwise become vested to the Purchaser by means by any structural alteration to the said Flat or otherwise in a manner to lessee or diminish and support enjoyed by other parts of the said building.

4. The right of without workmen and with necessary material to enter from time to time upon the said Flat for the purpose of rebuilding, repairing, cleaning or replacing so far as may be necessary such pipes, drains, wires and conduits as aforesaid provided always that save in case of emergency the builder, co-purchasers and occupiers of other part or parts of the said building shall give to the intending purchaser at prior 48 hrs. written notice of its or their intention for such entry as aforesaid.

Kamran Pad.

SCHEDULE 'A'

ALL THAT piece and parcel situated at Mouza- Keranitola, J.L. No.-171, Dist. Paschim Medinipore, P.O.+P.S. Municipality, Sub- Registry Office Midnapore, Municipal Holding No.-632, Ward No. - 7(Old), 12 (New), R.S. Khatian No.- 4,475,459, L.R. Khatian No.- 1464, R.S & L.R. Plot No.-492, 493, in all 53.06 dec or 0.5306 acres.

Butted and Bounded by:

North: 20' wide pucca Hospital Road

South: 30' wide pucca Rasta.

East: Land & House of Pabitra Tripathi.

West: Land & House of Panchu Rani Pad

SIVAM CONSTRUCTION

*S. Sankar Chatterjee
Partner*

*S. Sankar
Partner*

IN WITNESSES WHEREOF the Land owner & Developer have executed this Development Agreement by put their respective signatures in presence of witness after understanding the contents of this Deed of Development Agreement.

Witness:

1. Dipak Kumar Nandi
S/O Late Siben Kumar Nandi
at - Saratpally, Midnapore,

2. Bikash Patra
S/O Subhojit Patra
Head post office Road, Midnapore
DIST - paschim Midnapore

Drafted by:

Swadeh Kumar Mahtab
Advocate
Judges' Court, Midnapore
Regd. no. WB/1330/81

Typed by:

Bikash Patra
Kotebaram, Midnapore

This Deed of Development Agreement has been typed in 17 pages including stamp papers and has 2 (Two) witness and 1 (One) extra page are annexed with this Deed which contents both hands finger impression of Owners and Developer.

Kamran Paul.

SIVAM CONSTRUCTION

Kamran Paul
Partner

SIVAM CONSTRUCTION

Kamran Paul
Partner

Kamran Paul.

THESE ARE MY LEFT HAND FINGER IMPRESSION



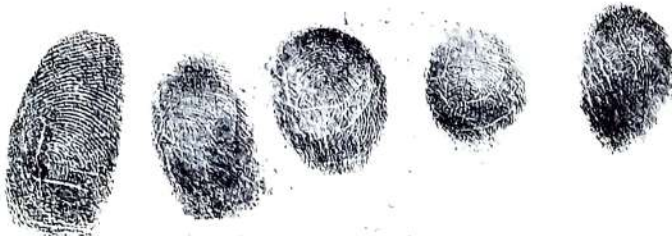
THESE ARE MY RIGHT HAND FINGER IMPRESSION



ABOVE BOTH HANDS FINGER PRINT IMPRESSION ARE OF MINE

Kamran Tal,

THESE ARE MY LEFT HAND FINGER IMPRESSION



THESE ARE MY RIGHT HAND FINGER IMPRESSION

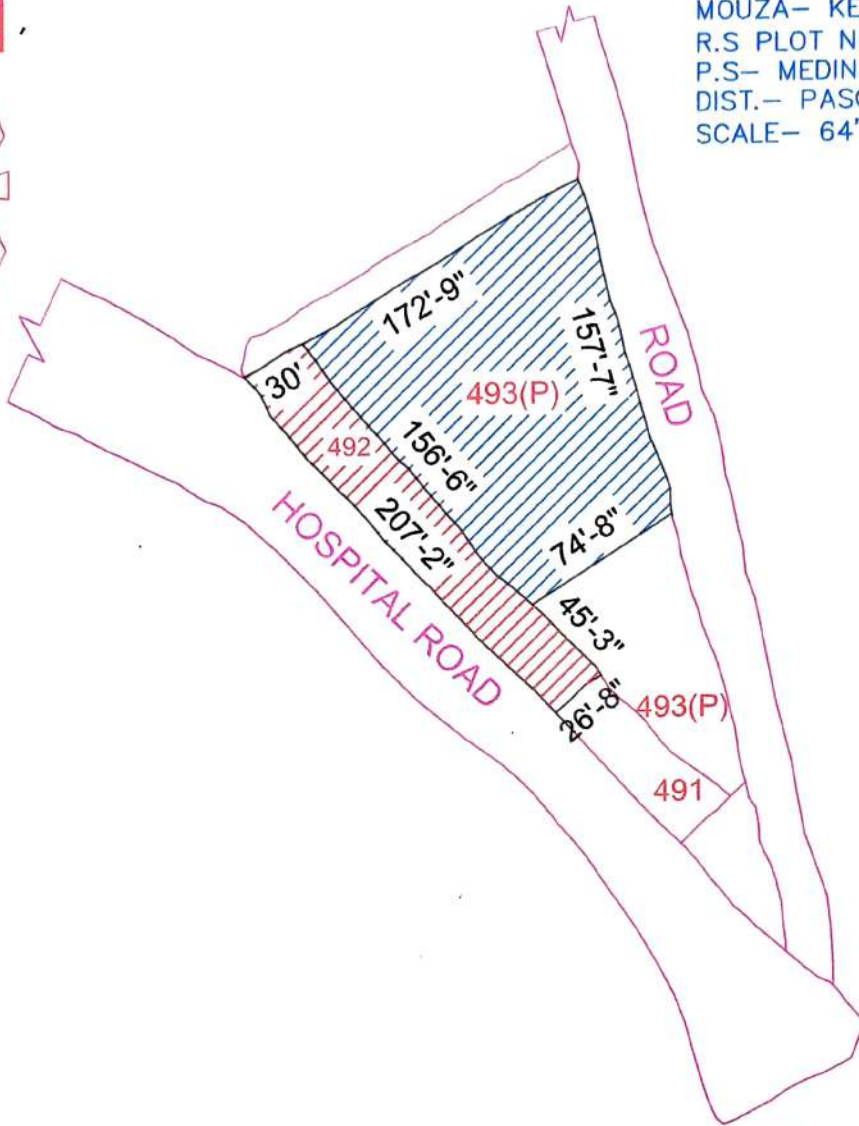


ABOVE BOTH HANDS FINGER PRINT IMPRESSION ARE OF MINE

Kamran Tal

N

MOUZA- KERANITOLA, J.L NO-171
 R.S PLOT NO-492,493(P)
 P.S- MEDINIPUR
 DIST.- PASCHIM MEDINIPUR
 SCALE- 64" = 1 MILE.



SIVAM CONSTRUCTION
Santanu Chakraborty
 Partner
Keranita Paul

SCHEDULE OF LAND

AGREEMENT BETWEEN	PLOT NO		AREA IN			MARK
	R.S PLOT	L.R PLOT	DECIMAL	ACRE	SQ.FT.	
First Party KAUSTAV PAUL, S/o Uday Ranjan Paul, Keranitola,P.O.+P.S. - Midnapore, Dist-Paschim Medinipur Second Party SHIVAM CONSTRUCTION, at Old Art College Road, Zilla Parisad Complex, Bangole, P.O.+P.S. - Midnapore, Dist-Paschim Medinipur REPRESENTED BY PARTNERS, 1. SRI SANTANU CHAKRABORTY, S/o Sri Chandidas Chakraborty, 2. SMT. SOMIA CHAKRABORTY, W/o Sri Santanu Chakraborty	492	492	14.00	0.1400	6098.40	
	493(P)	493(P)	39.06	0.3906	17014.54	
	TOTAL		53.06	0.5306	23112.94	

DRAWN BY
S.K. N. Saha



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



192024250042694748

GRN Details

GRN:	192024250042694748	Payment Mode:	SBI Epay
GRN Date:	10/05/2024 15:18:29	Bank/Gateway:	SBIcPay Payment Gateway
BRN :	9013716959835	BRN Date:	10/05/2024 15:19:26
Gateway Ref ID:	IGARGAYYT9	Method:	State Bank of India NB
GRIPS Payment ID:	100520242004269473	Payment Init. Date:	10/05/2024 15:18:29
Payment Status:	Successful	Payment Ref. No:	2001167785/4/2024 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Santanu Chakraborty
Address:	Colonelgola
Mobile:	9732630698
Period From (dd/mm/yyyy):	10/05/2024
Period To (dd/mm/yyyy):	10/05/2024
Payment Ref ID:	2001167785/4/2024
Dept Ref ID/DRN:	2001167785/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001167785/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	70020
2	2001167785/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	53
			Total	70073

IN WORDS: SEVENTY THOUSAND SEVENTY THREE ONLY.

Major Information of the Deed


Deed No :	I-1001-04176/2024	Date of Registration	10/05/2024
Query No / Year	1001-2001167785/2024	Office where deed is registered	
Query Date	09/05/2024 4:06:31 PM	D.S.R. - I PASCIM MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Santanu Chakraborty Colonelgola, Baglane, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 9732630698, Status :Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 5,09,58,770/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Keranitola, , Ward No: 12, Holding No:632 JI No: 171, Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-492	RS-4	Vastu Dahipurat anpatit	4.66 Dec		44,75,459/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS-492	RS-475	Vastu Dahipurat anpatit	4.67 Dec		44,85,063/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	RS-492	RS-459	Vastu Dahipurat anpatit	4.67 Dec		44,85,063/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	RS-493	RS-4	Vastu Dahipurat anpatit	13.02 Dec		1,25,04,395/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L5	RS-493	RS-475	Vastu Dahipurat anpatit	13.02 Dec		1,25,04,395/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L6	RS-493	RS-459	Vastu Dahipurat anpatit	13.02 Dec		1,25,04,395/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
TOTAL :				53.06Dec	0 /-	509,58,770 /-	
Grand Total :				53.06Dec	0 /-	509,58,770 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Kaustav Paul (Presentant) Son of Shri Uday Ranjan Paul Executed by: Self, Date of Execution: 10/05/2024 , Admitted by: Self, Date of Admission: 10/05/2024 ,Place : Office	 10/05/2024	 Captured LTI 10/05/2024	 10/05/2024
Rabindranagar, 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-1XX8 , PAN No.:: anxxxxxx3k, Aadhaar No: 33xxxxxxxx0081, Status :Individual, Executed by: Self, Date of Execution: 10/05/2024 , Admitted by: Self, Date of Admission: 10/05/2024 ,Place : Office				



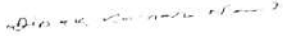
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	SHIVAM CONSTRUCTION Old Art College Road, Zilla Parishad Complex, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ACxxxxxx6M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Santanu Chakraborty Son of Shri Chandidas Chakraborty Date of Execution - 10/05/2024, , Admitted by: Self, Date of Admission: 10/05/2024, Place of Admission of Execution: Office	 May 10 2024 3:28PM	 Captured LTI 10/05/2024	 10/05/2024
Rajabazar, Mouza- Kamarara, Head Post Office Road, 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-1XX7 , PAN No.:: aexxxxxx9h, Aadhaar No: 64xxxxxxxx4788 Status : Representative, Representative of : SHIVAM CONSTRUCTION (as Partners and as the constitute attorney of other partner Somia Chakraborty)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Dipak Kumar Nandi Son of Late Siben Nandi Saralpally, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101		 Captured	
	10/05/2024	10/05/2024	10/05/2024

Identifier Of Shri Kaustav Paul, Shri Santanu Chakraborty,

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Kaustav Paul	SHIVAM CONSTRUCTION-4.66 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Kaustav Paul	SHIVAM CONSTRUCTION-4.67 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Shri Kaustav Paul	SHIVAM CONSTRUCTION-4.67 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Shri Kaustav Paul	SHIVAM CONSTRUCTION-13.02 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Shri Kaustav Paul	SHIVAM CONSTRUCTION-13.02 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Shri Kaustav Paul	SHIVAM CONSTRUCTION-13.02 Dec

Endorsement For Deed Number : I - 100104176 / 2024

On 10-05-2024

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:50 hrs on 10-05-2024, at the Office of the D.S.R. - I PASCIM MIDNAPORE by Shri Kaustav Paul ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,09,58,770/-

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

Execution is admitted on 10/05/2024 by Shri Kaustav Paul, Son of Shri Uday Ranjan Paul, Rabindranagar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business

Identified by Shri Dipak Kumar Nandi, , , Son of Late Siben Nandi, Saratpally, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

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

Execution is admitted on 10-05-2024 by Shri Santanu Chakraborty, Partners and as the constitute attorney of other partner Somia Chakraborty, SHIVAM CONSTRUCTION, Old Art College Road, Zilla Parishad Complex, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Identified by Shri Dipak Kumar Nandi, , , Son of Late Siben Nandi, Saratpally, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

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 Online on 10/05/2024 3:19PM with Govt. Ref. No: 192024250042694748 on 10-05-2024, Amount Rs: 53/-, Bank: SBI EPay (SBlePay), Ref. No. 9013716959835 on 10-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

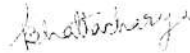
Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2507, Amount: Rs.5,000.00/-, Date of Purchase: 10/05/2024, Vendor name: Soumen Kr Dey

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 10/05/2024 3:19PM with Govt. Ref. No: 192024250042694748 on 10-05-2024, Amount Rs: 70,020/-, Bank: SBI EPay (SBlePay), Ref. No. 9013716959835 on 10-05-2024, Head of Account 0030-02-103-003-02



Sravani Bhattacharya
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I PASCIM
MIDNAPORE
Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1001-2024, Page from 84497 to 84522

being No 100104176 for the year 2024.



Sravan

Digitally signed by SRABONI BHATTACHARYA
Date: 2024.05.13 16:28:56 +05:30
Reason: Digital Signing of Deed.

(Sravani Bhattacharya) 13/05/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE
West Bengal.