

- 1) SRI TARAK NATH CHAKRABORTY alias TARAK CHAKRABORTY (PAN:-AEMPC8262L & Aadhaar No. 840734982752) son of Late Uma Das Chakraborty,
- 2) SRI GOUTAM CHAKRABORTY (PAN: ACSPC7145C & Aadhaar No. 512266062081) son of Late Uma Das Chakraborty, No. 1 and No. 2 both are resident of New Road, Neamatpur, P.O. Sitarampur, P.S. Kulti, Dist. Paschim Bardhaman (W.B) Pin. 713359
- 3) SRI SASWATA KUMAR CHAKRABORTY (PAN :- AFBPC7995N & Aadhaar No. 534136783376) son of Late Uma Das Chakraborty, resident of "Debdweep Apartment," Block C, 1st Floor, flat No. E, Park Lane, Vivekananda Sarani, Asansol, P.O. R.K. Mission, P.S. Asansol (S), Dist. Paschim Bardhaman (W.B), Pin. 713305
- 4) SMT. SUJATA MUKHERJEE (PAN: BRLPM7400D & Aadhaar No. 897619624832) wife of Late Malay Mukhopadhyay, Resident of Benimadhab Nagar, S.B. Gorai Road, Near Loknath Mandir, Asansol, P.O. Asansol, P.S. Asansol (S), Dist. Paschim Bardhaman (W.B), Pin. 713301
- 5) SMT. SWAGATA MUKHERJEE (PAN: BEQPM2503D & Aadhaar No. 312938913293) wife of Sri Swaraj Kumar Mukherjee, resident of Raktakarabi Apartment, 1st floor, Floor No. 1/B, Kalyanpur Housing Estate, Near Melabori Mandir, Asansol, P.O. R.K. Mission, P.S. Asansol (S), Dist. Paschim Bardhaman (W.B), Pin. 713305
- 6) SMT. SUMANA CHAKRABORTY (PAN: AZZPC0482E & Aadhaar No. 849479183131) wife of Sri Satya Ranjan Chakraborty, resident of Hill Colony, Kulti, P.O. Kulti, P.S. Kulti, Dist. Paschim Bardhaman (W.B) Pin. 713343,
 - No. 1, 2 and 3 are sons of and No. 4, 5 and 6 are daughter's of Late Umadas Chakraborty, citizen of India, all by faith Hindu, hereinafter jointly and severally called the **FIRST PARTY/OWNERS** (which expression shall

and shivdani Business private Limited

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Shirt Bay Business private Limited

Director

Director

Director

representatives, successors, administrators and assigns) of the ONE PART.

AND

SHIVDANI BUSINESS PRIVATE LIMITED (PAN :- ABFCS8764C) being a Company, having its Registered Office at Ground Floor, Shivdani Apartment, 1 No. Mohishila Colony, Asansol, P.O. Asansol, P.S. Asansol (S) Dist. Paschim Bardhaman (W.B), Pin. 713303, represented by its Directors namely (1) SHRI RAM BURMAN (PAN :- DHWPB4054D) & (Aadhar No. 560085151250) and (2) SRI MURARI BURMAN (PAN :- ASAPB1346A) & (Aadhaar No. 736382875343), Both are sons of Late Shivdani Burman, citizen of India, both by faith Hindu, both by occupation Business, both are resident of J.K Nagar, Munda Para, Bidhan Bag, P.O. Jemari, P.S. Jemari, Dist. Paschim Bardhaman (W.B) hereinafter called the SECOND PARTY/ **DEVELOPER.** (which expression shall unless excluded by or repugnant to the context include its/his heirs, legal representatives, successors, administrators and assigns) of the OTHER PART.

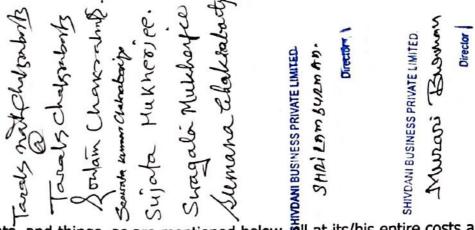
WHEREAS the land classified Vastu and Baid measuring an area 38 decimals upon R.S & L.R Plots No. 37 and 38, belonged to the above named First Party/Owners, all are the recorded owners thereof under L.R Khatian Nos. 1252, 1253, 1254, 1255 1256 and 1257 within Mouza Neamatpur, J.L. No. 52, P.S. Kulti, Dist. Paschim Bardhaman, without any manner of interruption, free from all liens, mortgages and or any encumbrances.

That above described, the above named FIRST PARTY/OWNERS have absolutely come to own and possess the property mentioned in schedule pelon modern the the standing of the same that the the same that the same of shivdani business private limited shivdani business private limited that the same of same of

storied building but owing to their being engaged in their other preoccupations and other personal problems, the above named FIRST PARTY/OWNERS have not been able to undertake development of their said property, fully mentioned in schedule hereunder written and in consequence thereto have invited offers from prospective Developer/s who are financially sound, having the necessary capability, infrastructure and competence to undertake construction of a residential cum commercial multi storied building and the above named SECOND PARTY/ DEVELOPER, namely SHIVDANI BUSINESS PRIVATE LIMITED have/had agreed to their said proposal and offered to undertake the proposed construction of a multi storied building to be constructed and erected all at the cost of the said Developer and in this regard, there being no written instruction, the parties, named above, do hereby enter into this Development Agreement, consisting of the terms and conditions of such transaction and further specifying therein the owners allocation to be provided by the said Developer, that are, morefully described below :-

NOW THEREFORE THIS DEED WITNESSETH:

(1) That the First party/Owners do hereby admit and accept the Second Party as a Developer/Promoter in respect of their aforesaid property, fully mentioned in schedule hereunder written, requiring it to erect and construct a (G+4) Ground plus four storied Residential Cum Commercial Building/Apartment or as that may be sanctioned by the Authority of Asansol Municipal Corporation by engaging its/his own technical and non-technical persons, skilled and unskilled workers by obtaining and acquiring the following approvals, deeds,



documents, and things, as are mentioned below, all at its/his entire costs and expenses:-

- a) Preparation of Site Plan, Structural Building Plan through a competent and reputed Architect/Engineer.
- b) Sanction of the Site Plan and Building Plan from the Authority of Asansol Municipal Corporation on payment of required fees etc.
- c) To obtain Municipal water connection, if made available by the supplying authority or Bore Water well of sufficient depth for supply of water for the proposed building as its/his own costs.
- (2) That immediately after sanction of the Building Plan from the authority of Asansol Municipal Corporation including clearance and NOC from the concerned authorities, the First Party/Owners shall deliver free from all charges, liens, mortgages or any encumbrances, the vacant possession of the property mentioned in schedule below unto the SECOND PARTY/DEVELOPER for undertaking the demolition of the existing structures and thereafter commence the proposed construction in terms of the sanctioned Building Plan and the relevant specifications provided herein and complete the same within a period of 3 (Three) years or 36 (Thirty six) months from the date of sanction of building plan. The waste materials, recovered from demolition of the existing building shall be taken away by the DEVELOPER.
- a) However, if the period of construction is delayed over the above the said period of 3 (Three) years or 36 (Thirty six) months by the Developer, from the date of sanction of building plan due to reasons of unavailability of building materials or due to any litigation concerning the property mentioned in schedule below or collectively due to Force Marjure the period of

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Director

completation of the construction may be extended as required by the Developers after mutual discussion and agreed by the both parties.

b) The Developer thereafter shall commence construction of the proposed multi-storied R.C.C and Brick Built masonry building consisting of commercial and residential spaces on different floors along with required necessary and basic common facilities and amenities that are mandatory and common for the said commercial spaces or residential unit/flats to be done and executed in the best

workmanship manner, as per specification Asansol Municipal Corporation and shall further provide, use and utilize best make and brands of building materials (Such as :- Cement – Ultra Tech/Nuvoco/Dalmia/Ambuja, Steel bars – Jindal/SRMB/ Shyam Steel etc and for bricks – Grade 1 No/2No Red bricks).

c) That the quality, character, nature brand or the standard of the materials to be used for the construction of the multi storied residential cum commercial Apartment/ building in and upon the scheduled mentioned property shall be decided by the second party/developer.

2. LAND OWNERS ALLOCATION :-

a) That the first party/owners shall get 35 % of constructed built up area and absolutely entitled to enjoy and own, possess, retain, transfer, convey, sale lease, mortgage demise or to deal any manner whatsoever, the Residential units, commercial space, parking space, so allocated in their favour in this proposed building alongwith same proportionate share in rest of the vacant land/ common space etc. Tarals nathchalsaby

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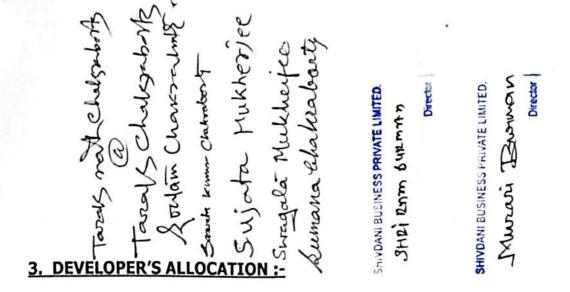
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- b) That the SECOND PARTY/DEVELOPER will provide, assign and allocated unto the First Party/Owners free of any costs, 35 % (Thirty five percent) of the Constructed Built up on Each Floor of the Proposed (G+4) Multi Storied Building, built in accordance to the sanctioned Building Plan, which they Owners may retain and keep for themselves or either sale the sale at market rate.
- c) That the said constructed Built Area so allocated in accordance to the aforesaid percentage unto the OWERNS shall consist of Parking space/Garage, Commercial Spaces, if so constructed, on the Ground floor and Self Contained Residential Units/ Flats on the Upper Floors, complete in all manners.
- d) That the DEVELOPER, as per discussion had with land owners, will pay in advance the sum of Rs. 21,00,000/- (Rupees twenty one lakhs) only by cheque/cash/as security deposit in two part, i.e. refundable, 1st part the sum of Rs. 12,00,000/- (Rupees twelve lakhs) only by cheque/cash/will pay at the time of registry of the DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY and the 2nd part of the rest payment for Rs. 9,00,000/- (Rupees nine lakhs) only by cheque/cash at the time of just after sanction the building plan from Asansol Municipal Corporation.
- e) That the amount of security deposit will be refunded only after completion of complete building and handing over the owner's allocation. If the DEVELOPER failed to complete this construction then the security amount will be forfeited completely, and the land owner's /First Party will be free from this agreement and have right to cancel this development agreement and Power of Attorney.



- i. That the SECOND PARTY/DEVELOPER shall get the remaining 65 % (Sixty five Percent) of the constructed Built up area as Developers Allocation upon the Proposed multi-storied building (G+4).
- ii. That the second party/Developer shall be absolutely entitled to enjoy and own, possess or retain, transfer, convey, sale, lease, mortgage, demise or to deal in any manner whatsoever, the rest of the party 65 % and portions of the proposed Building alongwith proportionate share of land, that falls under the Developer's Allocation after handing over the 35 % of share to the owners of the said building in complete in all manners.

5. OWNERS LIABILITIES :-

- a) That during the stage of proposed construction being made upon the property mentioned in schedule below, if any litigation arises over the title and ownership or possession of the FIRST PARTY/OWNERS, the same shall be cleared and solved by the FIRST PARTY/OWNERS as their own initiatives and costs.
- b) That during the continuance of this agreement, the FIRST PARTY/OWNERS shall keep their Title Deeds along with related documents in safe custody and shall not create any manner of encumbrances upon the property in schedule below and shall further be liable to produce the same, in originals, for

inspection of the same by the SECOND PARTY CLARACTORY ALL MAN CLARACTORY CALL STANDANG BUSINESS PRIVATE LIMITED.

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for all or any official purposes.

- c) That the above named FIRST PARTY/OWNERS shall clear and pay all arrears or current rents, taxes, revenues Khajana etc. That are payable in respect of the property mentioned in schedule below upon the date of AGREEMENT.
- d) It shall be the responsibility and liability of the FIRST PARTY/OWNERS to deliver in originals the title/ownership papers, link or previous deeds, alongwith other documents in respect of the property in schedule, unto the SECOND PARTY/DEVELOPER whenever the need for the same so arises and after completion of the entire construction/project of the said title/ownership deeds and documents will be handed over to the authority of the Association/Society of the Building/Apartment for future reference.
- e) That in the event of stoppage of the proposed construction work of the proposed building, except for the reasons of the defect in title or ownership of the owner or local litigation concerning the property or in the event of or due to any natural calamity or for reasons of force majure, if the above named SECOND PARTY/DEVELOPER fail to complete the construction of the proposed building/apartment within the period mentioned above then the said period shall be reasonably extended.

6. DEVELOPER'S LIABILITIES :-

a. That the SECOND PARTY/DEVELOPER on entering this agreement accepts its responsibility for successful and timely completion by it of the multi-storied structure in best workmanship manner in accordance to terms and



specifications provided in the sanctioned Building Plan and thereof, any negligence and disregard of such responsibilities, subject to reasonable and accidental causes, shall be its accountability. In that case the first party will not be responsible for the same.

7. GENERAL TERMS :-

- a) That the selling rate per square feet in favour of the intending purchaser or purchasers in respect of the proposed Residential Units/Shop Rooms/Flats, Commercial or Semi-Commercial units or any other Spaces, falling under the Developer's Allocation shall be decided and settled by the SECOND PARTY/DEVELOPER only as he may consider fit and proper. The same Terms and conditions are applicable for the owner's allocation.
- b) That the FIRST PARTY/OWNERS shall always remain bound to sign and execute all papers and documents found necessary or for any other purpose by the Developers in connection with any matter/matters, required to be done or whenever asked to do so in respect of matters covered by this agreement.
- c) That the SECOND PARTY/DEVELOPER shall bear all the cost and expenditure towards the payment of private security agency for adequately securing the building materials, things and goods lying upon the schedule property and belonging to the Developers from commencement till the completion other entire project.
- d) That the cost and expenditure in respect of the building security and for regular maintenance of septic Tanks, underground water reservoir, over-head

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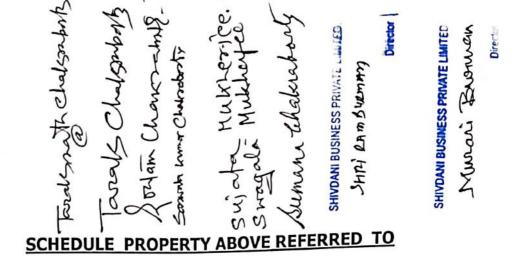
tank, sewerage, drain pipe and water pipes or other plumbing's shall be borne by the SECOND PARTY/DEVELOPER till the completion of the entire project and thereafter such recurring costs and expenditure shall be proportionately shared by all the owners, occupiers of the building or the Association/Society of the building, whensoever formed, including the Owners and the Developer, in respect of the portions of the building they will occupy.

- e) That all common space, passages, pathways, stair- case, underground water reservoir, overhead tank, shall be jointly used by the FIRST PARTY/OWNERS and the SECOND PARTY/DEVELOPER and/or by the people lawfully occupying and possessing the residential cum commercial Apartment/Building.
- f) That the common vacant land left by the owners and Developer is completely non saleable property. No one can sale or purchase the same.
- g) That the first party/Owners shall render and extend all sorts of co-operation and assistance to the SECOND PARTY/DEVELOPER in the matter or in course of commencement, progress of the construction of residential cum commercial Apartment/building in and upon the schedule mentioned property.
- h) That the FIRST PARTY/OWNERS shall not interfere with the construction work being execute by the SECOND PARTY/DEVELOPER, provided by second party use "A" one grade building materials for the construction and best workmanship.
- i) That the both parties shall be entitled to enter into agreement/s for sale with their prospective purchaser/s in respect of any unit or residential Flat and commercial or semi-commercial units of the proposed Multi- storied building



(taking under their allocation) an accept all the advance/earnest money towards the consideration price and shall give effectual discharge for the same unto its intending purchaser/s.

- j) That the FIRST PARTY/OWNERS declare that they are absolute owners of the schedule property and the same is free from all manners of defects or encumbrances.
- k) That this agreement shall remain in full force unless it is rescinded, altered modified or extended by mutual deliberation of both the parties, however if any modification or addition or alteration is made the same shall be valid only when it is in written form and signed by both parties to this deed.
- 1) That each of the party to this deed shall be entitled to specific performance of act in accordance to the terms, conditions or stipulations made or that has been recorded in conformity to the recital made herein above and both of the parties shall be civilly liable, in terms of this agreement, within the jurisdiction of the Courts at Asansol, Dist. Paschim Bardhaman.
- m) That this deed constitutes legal, valid and binding obligations on the part of both the parties and their respective heirs, successors or survivors and it further constitute the entire agreement between the parties named above and it revokes and cancels all previous discussions etc, between the parties, if any, concerning the matters contained herein, whether written, oral or implied AND this agreement shall be equally binding upon the legal heirs and successors or assigns of both the parties to this Deed.



Within the District of Paschim Bardhaman, Sub-Division and Addl. Dist. Sub-Registry office Kulti, P.S. Kulti, Mouza — Neamatpur, ward No. 61 under Asansol Municipal Corporation, J.L. No. 52, ALL THAT landed property, measuring an area 2 (two) decimals on bearing R.S & L.R Plot No. 37 (Thirty seven), classification of land -Baid and all that land measuring an area 36 (Thirty six) Decimal on bearing R.S. & L. R. Plot No-38 (Thirty eight), classification of land-Bastu, under L.R Khatian Nos. 1252, 1253, 1254, 1255, 1256 and 1257. Proposed land used for Vastu.

Total area of Land 38 (thirty eight) decimal of land.

The aforesaid property is its entirety is bounded in the following manner:-

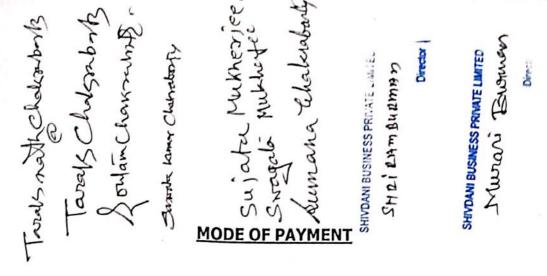
On the North :- By Building of Sri Sudhir Dey and others.

On the South:- By Building of Ramkumar Agarwal and others

On the East :- By Building of Gopal Chattaraj

On the West :- Road

Finger prints and photographs of the FIRST PARTY/OWNERS and SECOND PARTY/DEVELOPER are annexed herewith in separate sheet which do forms a part of this Deed.



- A sum of Rs.1,00,000/- (Rupees One Lakh) paid by cheque being No-656876 dated-28-10-2021 of Indian Bank, Asansol Branch to Sujata Mukherjee.
- 2. A sum of Rs.1,00,000/- (Rupees One Lakh) paid by cheque being No-656877 dated-28-10-2021 of Indian Bank, Asansol Branch to Swagata Mukherjee.
- 3. A sum of Rs.1,00,000/- (Rupees One Lakh) paid by cheque being No-656878 dated-28-10-2021 of Indian Bank, Asansol Branch to Sumana Chakraborty.
- A sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) paid by cheque being No-656879 dated-28-10-2021 of Indian Bank, Asansol Branch to Tarak Chakraborty.
- A sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) paid by cheque being No-656880 dated-28-10-2021 of Indian Bank, Asansol Branch to Goutam Chakraborty.
- A sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) paid by cheque being No-656882 dated-28-10-2021 of Indian Bank, Asansol Branch to Sawasta Kr. Chakraborty.
- 7. A sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) paid by cash.

IN WITNESS WHEREOF the parties sign and execute this agreement/understanding after fully understanding the contents thereof on this the 29th day of October 2021 in presence of the following witnesses.

Witnesses :-

1. Soutoch Sigh

Spo- Dwarka Sigh

Ggalpur

Po+Ps- Asawd

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Peschim Badham

2. Tapan Les Adajan Stolf-S.K. Achajan Sripur Rad Bulli Dist. P-Burdwan. Tarals nath Chalsonbooks

Tarals chalsonbooks

Sowiam Charsonhold:

Sarraha Kumar chalronbook

Sujata Mukherjee.

Swagala Mukherjee

Sumana Chalrabook

Sumana Chalrabook

Signature of the FIRST PARTY/OWNERS

SHELLAM GARMA

Director

SHIVDANI BUSINESS PRIVATE LIMITED.

Muari Breman

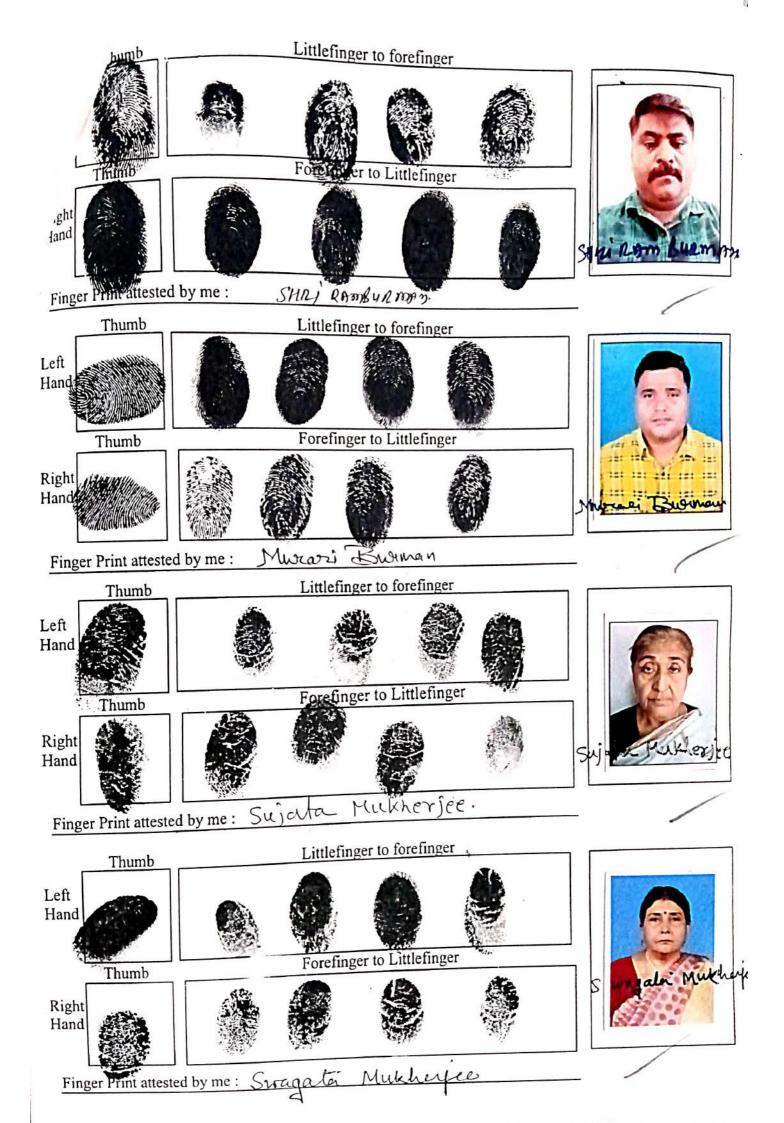
Director

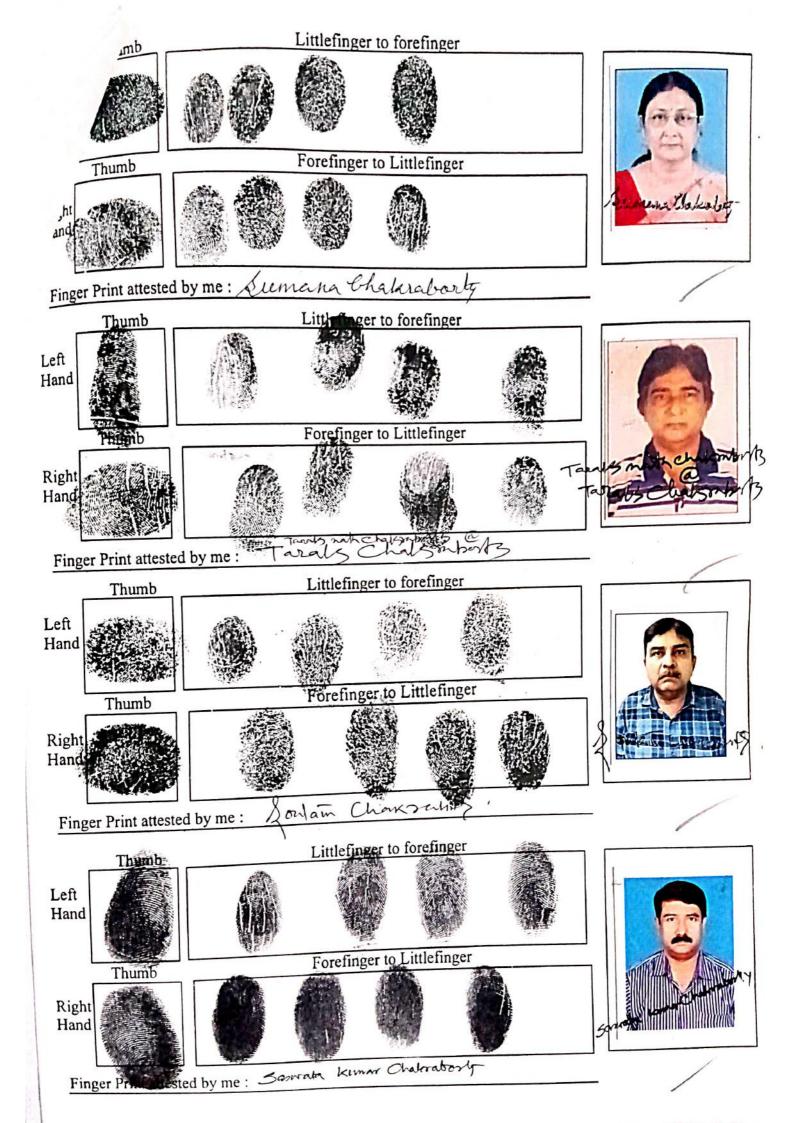
Signature of the SECOND PARTY/DEVELOPER

Prepared & Drafted by me as per the instructions of the executants and read over and explained the contents thereof to him in their languages:-

Rajesh Kr. Shaving.

Asansol Court Enrollment NO. - W My 757 []







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

GRN Details

GRN: 192021220103705331

GRN Date: 29/10/2021 12:42:47

BRN: IKOBIWAHY1

Payment Status: Successful

Payment Mode: Online Payment

Bank/Gateway: State Bank of India

BRN Date: 29/10/2021 12:10:52

Payment Ref. No: 2002118731/4/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name: Rajesh kumar Sharma

Address: Asansol

Mobile: 7001245041

Contact No: 07001245041

Depositor Status: Advocate

Query No: 2002118731

Applicant's Name: Mr Rajesh Kumar Sharma

Identification No: 2002118731/4/2021

Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
I I	2002118731/4/2021	Property Registration-Stamp duty	0030-02-103-003-02	5011
2	2002118731/4/2021	Property Registration-Registration Fees	0030-03-104-001-16	12014
	0	- 1 A	Total	17025

IN WORDS: SEVENTEEN THOUSAND TWENTY FIVE ONLY.



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

GRN Details

GRN:

192021220104003511

GRN Date:

29/10/2021 17:36:36

BRN:

IK0BIWPJK0

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

29/10/2021 17:10:09

Payment Ref. No:

2002118731/9/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

R K SHARMA

Address:

Asansol

Mobile:

7908682058

Contact No:

07908682058

Depositor Status:

Advocate

Query No:

2002118731

Applicant's Name:

Mr Rajesh Kumar Sharma D.S.R. Paschim Bardhaman

Address:

D.S.R. Paschim Bardhaman

Office Name:

Identification No:

2002118731/9/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 9

Payment Details

PARTICIPATE OF	Payment ID	Head of A/C	Head of A/C	Amount (₹)	
Sl. No.	AND DESCRIPTION OF THE PERSON	Description Property Registration- Registration Fees	0030-03-104-001-16	9032	
1	2002118731/9/2021	Property Registration- Registration - Telephone	Total	9032	

IN WORDS:

NINE THOUSAND THIRTY TWO ONLY.

Major Information of the Deed

Deed No:	I-2301-02279/2021	Date of Registration 29/10/2021 Office where deed is registered				
Query No / Year	2301-2002118731/2021					
Query Date			2301-2002118731/2021			
Applicant Name, Address & Other Details	Rajesh Kumar Sharma Asansol Court, Thana: Asansol, District: Paschim Bardhaman, WEST BENGAL, PIN 713304, Mobile No.: 7908682058, Status: Advocate					
Transaction	When the transfer of the state of	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 21,00,000/-]				
[0110] Sale, Development A agreement	Agreement or Construction					
Set Forth value		Market Value				
Rs. 21,00,000/-		Rs. 82,28,719/-				
Stampduty Paid(SD)	Province Company	Registration Fee Paid				
Rs. 10,011/- (Article:48(g))		Rs. 21,046/- (Article:E, E, B, M(b), H)				
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)					

Land Details:

District: Paschim Bardhaman, P.S.- Kulti, Municipality: KULTI, Road: Chittaranjan Road, Mouza: Neamatpur, Jl No: 52,

Pin Code: 713359

Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
L1	LR-37 (RS :-)	LR-1252	Vastu	Baid	2 Dec	1,00,000/-	4,33,090/-	Property is on Road
L2	LR-38 (RS :-)	LR-1253	Vastu	Vastu	36 Dec	20,00,000/-	77,95,629/-	Property is on Road
	. ,	TOTAL:			38Dec	21,00,000 /-	82,28,719 /-	
	Grand	Total:			38Dec	21,00,000 /-	82,28,719 /-	