

2042/2023

I-1747/2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AP 041044

1
12-22
10/02/23

2/330208/23

Additional Registrar of Assurances
Kolkata

Certified that the Document is admitted to
Registration The Signature, Seal and the
endorsement shown on this document
are the part of the original.

Additional Registrar
of Assurances II Kolkata

10 FEB 2023

DEVELOPMENT AGREEMENT

1. Date : 10.02.2023
2. Place : Kolkata
3. Parties :
 - 3.1 UDAY KUMAR SINHA [PAN. ARAPS1411Q], [AADHAAR

180427

Pinaki Chattopadhyay
Advocate
Judge's Court Barasat

NAME _____
ADD _____

25 JAN 2023
SURANJAN DUKHERJEE
Lawyer
C. C. Court
J. J. Court

25 JAN 2023
25 JAN 2023



ADDITIONAL REGISTRAR
OF ASSURANCE IN KOLKATA

20 FEB 2023



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



192022230289856431

GRN Details

GRN:	192022230289856431	Payment Mode:	Online Payment
GRN Date:	10/02/2023 09:43:28	Bank/Gateway:	Bank of Boroda
BRN :	1322952910	BRN Date:	10/02/2023 09:44:27
GRIPS Payment ID:	100220232028985642	Payment Init. Date:	10/02/2023 09:43:28
Payment Status:	Successful	Payment Ref. No:	2000330208/2/2023

[Query No*/Query Year]

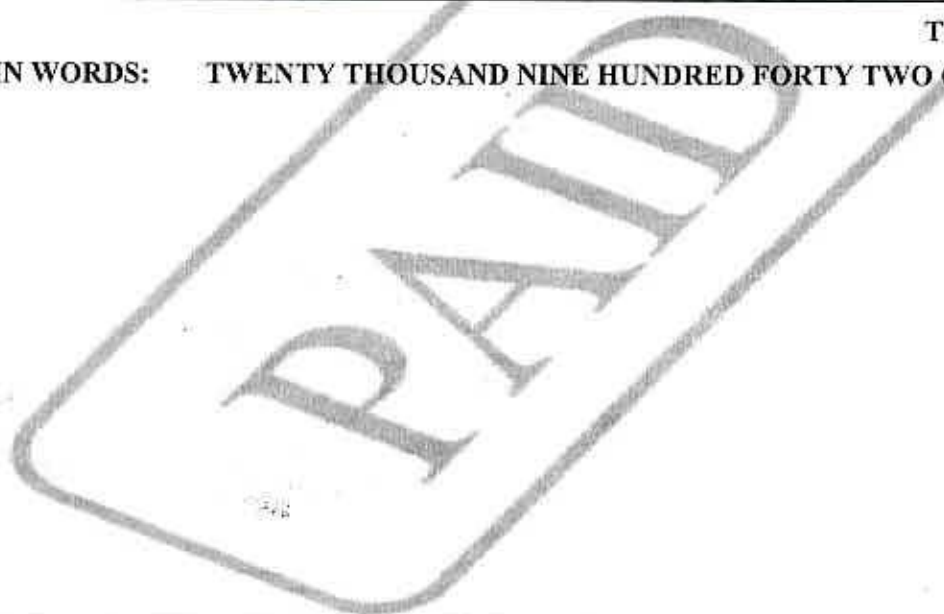
Depositor Details

Depositor's Name:	Pinaki chattopadhyay
Address:	Tegharia Main Rd, Kol 157
Mobile:	6289087849
Depositor Status:	Advocate
Query No:	2000330208
Applicant's Name:	Mr SUJIT ACHARYA
Identification No:	2000330208/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	10/02/2023
Period To (dd/mm/yyyy):	10/02/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000330208/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2000330208/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	14021
			Total	20942

IN WORDS: TWENTY THOUSAND NINE HUNDRED FORTY TWO ONLY.



- NO. 441179125357] & **[MOBILE NO. 9412527949]**, son of Late Guru Prasad Sinha @ Guruprasad Singha, grandson of Late Girindranath Singha, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.**
- 3.1.1 **SUJAY KUMAR SINGHA [PAN. FVPPS0154G], [AADHAAR NO. 836817316285] & [MOBILE NO. 9434624862]**, son of Late Guruprasad Singha, grandson of Late Girindranath Singha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
- 3.1.2 **MALAY KUMAR SINHA [PAN. FRSPS8400N], [AADHAAR NO. 465182361323] & [MOBILE NO. 7477759360]**, son of Late Guruprasad Sinha @ Late Guruprasad Singha, grandson of Late Girindranath Singha, by faith - Hindu, by occupation - Advocate, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
- 3.1.3 **TAPAS SINGHA [PAN. DDQPS9739J], [AADHAAR NO. 751540917507] & [MOBILE NO. 7718463638]**, son of Late Guruprasad Singha, grandson of Late Girindranath Singha, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.

Hereinafter jointly and collectively called and referred to as the **"LANDOWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

AND

- 3.2 **ARU CONSTRUCTION [PAN. ABWFA2569H]**, a Partnership Firm, having its office at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal, represented by its Partners namely (1) **ANANDA KUMAR NAYAK [PAN. ACPPN9657D], [AADHAAR NO. 451593179989] & [MOBILE NO. 9933430996]**, son of Late Ranjan Kumar Nayak, by faith -

Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, Near Bargabhima Temple, Ward No. 13, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal, (2) **RAJKUMAR SINGHA [PAN. AKIPS3663H], [AADHAAR NO. 452114789624] & [MOBILE NO. 9732697065]**, son of Late Haranath Singha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, Near Bargabhima Temple, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal & (3) **UTPAL MAITI [PAN. APEPM7235A], [AADHAAR NO. 782871896728] & [MOBILE NO. 9933430996]**, son of Late Manas Mohan Maiti, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, Near Chalantika Para, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.

Hereinafter called and referred to as **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. Subject Matter of Development :

4.1 Development Project & Appurtenances :

4.1.1 Project Property : ALL THAT piece and parcel of Bastu land measuring :

<u>R.S. Dag</u>	<u>L.R. Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K - CH - SFT.</u>
436	609	418	1759, 1760, 1761, 1762	Bastu	03 - 10 - 04
435	610	418	1759, 1760, 1761, 1762	Bastu	02 - 06 - 32
					06 - 00 - 36

In total a demarcated plot of vacant Bastu land measuring **6 (Six) Cottahs 0 (Zero) Chittack 36 (Thirty Six) sq.ft.** be the same a little more or less, comprised in **R.S. Dag Nos. 436 & 435**, corresponding to **L.R. Dag Nos. 609 & 610**, under **R.S. Khatian No. 418**, **L.R. Khatian Nos. 1759, 1760,**

1761 & 1762 [in the name of (i) Uday Kumar Sinha, (ii) Sujay Kumar Singha, (iii) Malay Kumar Sinha & (iv) Tapas Singha, Landowners herein], lying and situate at **Mouza - Parbatipur**, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly known as Tamluk Municipality), having Municipal Holding No. 0112, in Ward No. 13, [connected with Panskura Tamluk Road (Road Zone : Jaikhana more -- Rest)], in the District - Purba Midnapore (formerly District - Medinipur), Pin Code : 721636, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) UDAY KUMAR SINHA, (2) SUJAY KUMAR SINGHA, (3) MALAY KUMAR SINHA & (4) TAPAS SINGHA, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS UNDER :**

5.1.1.1 **Absolute Joint Ownership of (1) Harasundari Dasi & (2) Basanta Kumari Dasi under Deed No. 1708 for the year 1923 :** One (1) Harasundari Dasi & (2) Basanta Kumari Dasi, were the absolute joint owners of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, by receiving the same from one Gopeswar Mukhopadhyay, son of Haridas Mukhopadhyay, by the strength of a Registered Deed of Arpannama, which was registered on 23.05.1923, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 24, Page 154 to 156, being Deed No. 1708 for the year 1923.

- 5.1.1.2 **Jointly Sale by the said (1) Harasundari Dasi & (2) Basanta Kumari Dasi to Girindra Nath Singha :** The said (1) Harasundari Dasi & (2) Basanta Kumari Dasi jointly sold, transferred and conveyed their aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, to one Girindra Nath Singha, son of Late Gorachand Singha, by the strength of a Registered Deed of Conveyance, which was registered on 02.08.1923, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 35, Page 250 to 252, being Deed No. 2720 for the year 1923.
- 5.1.1.3 **Absolute Ownership of Manik Lal Das under Deed No. 4684 for the year 1943 :** One Manik Lal Das, son of Late Aghore Chandra Das was the absolute owner of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, by purchasing the same from one Nani Gopal Das, son of Late Hari Charan Das, by the strength of a Registered Deed of Conveyance, which was registered on 28.06.1943, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 62, Page 226 to 229, being Deed No. 4684 for the year 1943.
- 5.1.1.4 **Sale by the said Manik Lal Das to the said Girindra Nath Singha :** The said Manik Lal Das sold, transferred and conveyed his aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, to the said Girindra

Nath Singha, son of Late Gorachand Singha, by the strength of a Registered Deed of Conveyance, which was executed on 31.08.1945, and registered on 07.09.1945, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 74, Pages 136 to 139, being Deed No. 5267 for the year 1945.

- 5.1.1.5 **Absolute Ownership of Girindra Nath Singha under (1) Deed No. 2720 for the year 1923 & (2) Deed No. 5267 for the year 1945 :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 2720 for the year 1923 & (2) Deed No. 5267 for the year 1945, the said Girindra Nath Singha, son of Late Gorachand Singha, became the absolute owner of ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, AND ALSO piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in total a plot of Bastu land measuring 10 (Ten) Decimals more or less equivalent to land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 36 (Thirty Six) sq.ft. more or less, comprised in C.S. Dag Nos. 436 & 435, R.S. Dag Nos. 436 & 435, under C.S. Khatian Nos. 508 & 507, R.S. Khatian No. 418, lying and situate at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur.
- 5.1.1.6 **Demise of Girindra Nath Singha :** While in absolute possession and absolute ownership over the aforesaid property, the said Girindra Nath Singha died intestate, leaving behind his only son namely Guru Prasad Singha @ Guru Prasad Sinha, as his only heir and successor in interest in respect of his aforesaid property, left by the said Girindra Nath Singha, since deceased.
- 5.1.1.7 **Absolute Ownership of Guru Prasad Singha @ Guru Prasad Sinha :** Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from his deceased father, Girindra Nath Singha, the said Guru Prasad Singha @ Guru Prasad Sinha, became the absolute owner of the aforesaid property, i.e. ALL THAT piece and parcel of

Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, AND ALSO piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in total a plot of Bastu land measuring 10 (Ten) Decimals more or less equivalent to land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 36 (Thirty Six) sq.ft. more or less, comprised in C.S. Dag Nos. 436 & 435, R.S. Dag Nos. 436 & 435, under C.S. Khatian Nos. 508 & 507, R.S. Khatian No. 418, lying and situate at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur.

- 5.1.1.8 **Demise of Guru Prasad Singha @ Guru Prasad Sinha** : The said Guru Prasad Singha @ Guru Prasad Sinha, son of Late Girindra Nath Singha, died intestate on 14.03.2011, leaving behind his four sons namely (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, as his heirs and successors in interest in respect of his aforesaid property, left by the said Guru Prasad Singha @ Guru Prasad Sinha, since deceased.

It is to be stated here that the wife of the said Guru Prasad Singha @ Guru Prasad Sinha namely Ambika Singha died intestate on 27.05.2004, before the demise of the said Guru Prasad Singha, since deceased.

- 5.1.1.9 **Absolute Joint Ownership of (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased father, Guru Prasad Singha @ Guru Prasad Sinha, the said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian

No. 508, R.S. Khatian No. 418, AND ALSO piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in total a plot of Bastu land measuring 10 (Ten) Decimals more or less equivalent to land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 36 (Thirty Six) sq.ft. more or less, comprised in C.S. Dag Nos. 436 & 435, R.S. Dag Nos. 436 & 435, under C.S. Khatian Nos. 508 & 507, R.S. Khatian No. 418, lying and situate at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality (now Tamralipta Municipality), in the District - Medinipur, and which is morefully described in the First Schedule hereunder written.

5.1.1.10 **L.R. Records** : After having absolute possession and absolute ownership over the aforesaid property, the said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, duly recorded their names in the record of the L.R. Settlement, in following ways :

<u>L.R. Dag No.</u>	<u>L.R. Khatian No.</u>	<u>Khatian in the name of</u>	<u>Total Land in Dag [In Decimal]</u>	<u>Nature of land</u>	<u>Share out of 1.0000 share</u>	<u>Record [In Decimal]</u>
609	1759	Uday Kr Sinha	06	Bastu	0.2500	01.50
610	1759	Uday Kr Sinha	04	Bastu	0.2500	01.00
609	1760	Sujay Kr Singha	06	Bastu	0.2500	01.50
610	1760	Sujay Kr Singha	04	Bastu	0.2500	01.00
609	1761	Malay Kr Sinha	06	Bastu	0.2500	01.50
610	1761	Malay Kr Sinha	04	Bastu	0.2500	01.00
609	1762	Tapas Singha	06	Bastu	0.2500	01.50
610	1762	Tapas Singha	04	Bastu	0.2500	01.00

5.1.1.11 **Municipal Record** : The said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein (in the name of their deceased father, Guru Prasad Sinha @ Guru Prasad Singha) duly recorded and mutated their names in the record of the

concerned Tamralipta Municipality (formerly known as Tamluk Municipality), having Municipal Holding No. 0112, in Ward No. 13.

5.1.1.12 **Sanction of Building Plan :** The said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, duly sanctioned a building plan on the said plot and which is morefully described in the First Schedule hereunder written, from the concerned Tamralipta Municipality, vide Sanctioned Building Plan No. 04019 dated 03.01.2023.

6. **DESIRE OF DEVELOPMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY :**

6.1 **Desire of Development of the Land & Acceptance :** The said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, have expressed their desire to develop their aforesaid total plot of land, which is morefully described in the First Schedule hereunder written in accordance with sanctioned building plan vide Plan No. 04019 dated 03.01.2023 duly sanctioned by the concerned Tamralipta Municipality, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the Landowners have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 **Registered Development Power of Attorney :** For the smooth running of the said project, the Landowners herein, have agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowners herein, have appointed and nominated the Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

7. **DEFINITION :**

7.1 **Building :** Shall mean multi storied building so to be constructed on the first schedule property in accordance with the sanctioned building plan duly sanctioned by the concerned Tamralipta Municipality, vide Sanctioned Building Plan No. 04019 dated 03.01.2023.

- 7.1.1 **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 7.1.2 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit/flat/shop/garage for independent use and occupation in respect of Landowners' Allocation and Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowners, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean such sanctioned building plan vide Plan No. 04019 dated 03.01.2023 duly sanctioned by the concerned Tamralipta Municipality and/or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the unit has been built. It includes carpet area of the unit plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the unit plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

8. **LANDOWNERS' RIGHT & REPRESENTATION :**

8.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

8.1.1 **Free From Encumbrance** : The Landowners herein jointly indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

9. **DEVELOPER'S RIGHTS :**

9.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

9.1.1 **Right of Construction** : The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

9.1.2 **Construction Cost** : The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

9.1.3 **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.

- 9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser/s for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.
- 9.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 9.1.6 **Profit & Loss :** The profit & loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser/s :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.
- 9.1.9 **Deed of Conveyance :** The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.
10. **CONSIDERATION :**
- 10.1 **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

11. **DEALING OF SPACE IN THE BUILDING :**

11.1 **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

11.1.1 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

12. **NEW BUILDING :**

12.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

12.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats/shops/garages/units therein on ownership basis and as mutually agreed upon.

12.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context and in this respect as well as on that accounts.

12.1.3 **Municipal Taxes & Other Taxes of the Property :** The Developer shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay/will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and

allocation. From the date of completion and allocation of the floor area between the Landowners and the Developer, the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or their nominees and the Landowners and/or their nominee/nominees respectively.

- 12.1.4 **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer/s and occupiers of the said premises or any part or portions thereof.

13. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :**

- 13.1 **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Municipality being provided to that effect.

- 13.1.1 **Payment of Municipal Taxes** : Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only. From the date of completion and allocation of the floor area between the Landowners and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Developer's Allocation only AND on the contrary, the Landowners will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owner's Allocated Portion or Owner's Allocation only.

- 13.1.2 **Share of Common Expenses & Amenities** : As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the

service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. **COMMON RESTRICTION :**

- 14.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and

shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.

- 14.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 14.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 14.1.8 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

15. **LANDOWNERS' OBLIGATION :**

15.1 **No Interference :**

The Landowners hereby agree and covenant with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.

- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

16. **DEVELOPER'S OBLIGATIONS :**

16.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agree and covenant with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of vacating the schedule premises by the landowners. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation within the stated period.

16.1.1 **Penalty :** If the Landowners' Allocation is not delivered within the stated period, then the Developer shall be liable to pay Rs.4,000/- (Rupees Four Thousand only) per month to each of the Landowners as demurrage.

16.1.2 **No Violation :** The Developer hereby agrees and covenants with the Landowners :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

17. **LANDOWNERS' INDEMNITY :**

17.1 **Indemnity :** The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbances provided the Developer

perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowners :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

19. **MISCELLANEOUS :**

19.1 **Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

19.1.1 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.

- 19.1.2 **Not Responsible** : The Landowners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/ association/holding organisation and/or any other organisation, who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 19.1.5 **Name of the Building** : The name of the building shall be given by developer in due course.
- 19.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of her estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 19.1.7 **Documentation** : The Landowners delivered all the photocopies of the original title deeds relating to the said premises. If it is necessary to

produce original documents before any authority for verification, the Landowners will be bound to produce documents in original before any competent authority for inspection.

- 19.1.8 **Project Loan** : The Landowners will co operate with the Developer with all the original documents and signature, if needed, for taking Loan from any financial institution, for the building so to be constructed.

20. **FORCE MAJEURE** :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

21. **DISPUTES** :

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly/separately by the Legal Advisors of the Developer and Landowners.

Place : The place of arbitration shall be Kolkata/Tamluk only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

22. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, Purba Medinipur, and the Hon'ble High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land & Premises]

ALL THAT piece and parcel of Bastu land measuring :

<u>R.S. Dag</u>	<u>L.R. Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K - CH - SFT.</u>
436	609	418	1759, 1760, 1761, 1762	Bastu	03 - 10 - 04
435	610	418	1759, 1760, 1761, 1762	Bastu	02 - 06 - 32
					06 - 00 - 36

In total a demarcated plot of vacant Bastu land measuring **6 (Six) Cottahs 0 (Zero) Chittack 36 (Thirty Six) sq.ft.** be the same a little more or less, comprised in **R.S. Dag Nos. 436 & 435**, corresponding to **L.R. Dag Nos. 609 & 610**, under **R.S. Khatian No. 418**, **L.R. Khatian Nos. 1759, 1760, 1761 & 1762** [in the name of (i) **Uday Kumar Sinha**, (ii) **Sujay Kumar Singha**, (iii) **Malay Kumar Sinha & (iv) Tapas Singha**, Landowners herein], lying and situate at **Mouza - Parbatipur**, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly known as Tamluk Municipality), having Municipal Holding No. 0112, in Ward No. 13, [connected with Panskura Tamluk Road (Road Zone : Jaikhana more -- Rest)], in the District - Purba Midnapore (formerly District - Medinipur), Pin Code : 721636, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Land of Jugal Kishore Bhandari.
 ON THE SOUTH : Land of Pabitra Dutta.
 ON THE EAST : 8 ft. Wide Municipal Road [connected with Panskura Tamluk Road (Road Zone : Jaikhana more -- Rest)].
 ON THE WEST : Land of Sanat Batabyal.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will get :
 - (i) One number of self contained residential flat, measuring 800 (Eight Hundred) Square feet be the same a little more or less of super built up area, to be allotted on the Second Floor, North-West Side of the proposed building, in the name of Uday Kumar Sinha.
 - (ii) One number of self contained residential flat, measuring 800 (Eight Hundred) Square feet be the same a little more or less of super built up area, to be allotted on the Second Floor, North-East Side, alongwith one room, on the Ground Floor, measuring 100 (One Hundred) Square feet be the same a little more or less of super built up area of the proposed building, in the name of Sujay Kumar Singha.
 - (iii) One number of self contained residential flat, measuring 850 (Eight Hundred Fifty) Square feet be the same a little more or less of super built up area, to be allotted on the Top Floor, North-East Side, alongwith one room, on the Ground Floor, measuring 100 (One Hundred) Square feet be the same a little more or less of super built up area of the proposed building, in the name of Malay Kumar Sinha.
 - (iv) One number of self contained residential flat, measuring 850 (Eight Hundred Fifty) Square feet be the same a little more or less of super built up area, to be allotted on the Ground Floor, North-West Side, alongwith one room, on the Ground Floor, measuring 100 (One Hundred) Square feet be the same a little more or less of super built up area of the proposed building, in the name of Tapas Kumar Singha.

2. Later on, after preparation of the Floor Plan, the units will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the units within the purview of the Landowners' Allocation.
3. The Landowners will also get Rs.18,00,000/- (Rupees Eighteen Lakh only) each as non-refundable deposit i.e Rs.72,00,000/- (Rupees Seventy Two lakh only) in total, to be payable in following manners :
 - (i) Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only) each i.e. Rs.14,00,000/- (Rupees Fourteen Lakh only) will be payable at the time of signing, executing and registering of this present Development Agreement.
 - (ii) Rs.14,50,000/- (Rupees Fourteen Lakh Fifty Thousand only) each i.e. Rs.58,00,000/- (Rupees Fifty Eight Lakh only) will be payable at the time of handing over of complete physical possession of the Landowners' Allocation.
4. The Landowners will also get three shifting charges each to one, not exceeding Rs.5,000/- (Rupees Five Thousand only) per person per month, the owners namely (1) Sujay Kumar Singha, (2) Malay Kumar Sinha & (3) Tapas Singha will get the aforesaid shifting charges. The existing structure, if any, will be demolished by Developer and the said developer will take the residue after demolition of the existing building.
5. It has also mutually been decided that if the developer will construct any floor over and above G+3 floors, then each landowners will get Rs.2,00,000/- (Rupees Two Lakh only) for the extra floors.
6. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land

of the present owners. The other areas will exclusively be treated as Developer's Allocation.

7. The units will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
8. The Landowners herein hereby give permission to amalgamate the land with their neighbour's plot of land. The area of Landowners' Allocation receivable by the Landowners as described above will be calculated on the basis of the proportionate holding by the Landowners on the project land.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire constructed building (excluding Landowners' Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale, deed of conveyance and/or any other instruments with intending purchaser/ purchasers teamsters, by and mode of Transfer of Property Act and/or lease, let out, or in any manner may with the same.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick Hollow brick wall and plastered with cement mortar.

3. INTERNAL WALL : 5⁷/₃" thick brick wall and plastered with cement mortar.
4. FLOORING : All bed Rooms, Dining-Living and Balcony, Kitchen would be finished with Vitrified Tiles flooring and Bathroom would be finished with Ceramic tiles flooring. The walls of the Bathroom would finish with glazed tiles. Roof would be finished with roof tiles.
5. SANITARY & PLUMBING : Standard Toilet would be provided with commodes, P.V.C. Cistern of standard brand with standard C.P. Fitting.
6. DOORS & WINDOWS : All door frames would be made of Malaysian Sal Wood. Internal doors shutter would be flush doors made of commercial ply, all doors thickness 32mm. fitted with Godrej locks. Main door made of CP wood panel door, would be fitted with Godrej lock. All windows would be made of natural colour aluminium sliding with plain white glass. All doors would be painted with white enamel paint.
7. ELECTRICAL WORKS : Concealed wiring in all flats (copper electrical wire). All switches modular type.
8. KITCHEN : Granite counter top, Stainless steel sink.
9. STAIR : Standard quality stone, distemper over POP.
10. LIFT : 5/6 passenger lift.
11. MAIN GATE & OTHERS : Main Gate, Caretaker Room and Service Toilet at Ground Floor. Cost of formation of Association to be borne by the flat owners of the building in proportionately. The purchaser/s will pay proportionate cost of installation of Transformer and Generator.
12. WATER : 24 hours water supply from overhead water tank through filtration plant.
13. PAINTING : Plaster of Paris inside walls. Outside painting will be finished with Weather coat.
14. INTERNAL ROAD : Internal road finished with Paver block.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties in the presence of :

1. *Sujit Acharya*
Dakshinpara,
PO Box - Barasat,
Kad - 700124

Uday Kumar Sinha
Uday Kumar Sinha

Sujay Kumar Sinha
Sujay Kumar Sinha

2. *Bolta M. Mondal*
Salgachia, Tomluu.
Panna Medinipur,
W. B. Pin - 721636.

Malay Kumar Sinha
Malay Kumar Sinha

Tapas Sinha
Tapas Sinha
Landowners

Drafted By :

Parash Narayan Swarnakar
Adv.
F/1305/914/2011
Judicial Court, Barasat.

**For Pinaki Chattopadhyay & Associates,
Advocates,**

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700157.
Ph. : 9830061809.

Ananda Kumar Nayak
Ananda Kumar Nayak

Raj Kumar Sinha
Raj Kumar Sinha

Composed By :

Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.

Utpal Maity
Utpal Maity
Partners of ARU Construction
Developer

MEMO OF CONSIDERATION

Received on or before the date of execution of execution of this present Development Agreement, a sum of **Rs.14,00,000/- (Rupees Fourteen Lakh only)** from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cash/Tranfer</u>	<u>Date</u>	<u>Bank's Name</u>	<u>In Favour of</u>	<u>Amount</u>
Transfer	09.02.2023	Bank of India	Uday Kumar Sinha	Rs.1,50,000.00
Transfer	09.02.2023	Indian Bank	Sujay Kumar Singha	Rs.1,00,000.00
Transfer	09.02.2023	Bank of India	Sujay Kumar Singha	Rs. 50,000.00
Transfer	09.02.2023	T.G.Central Co-Op. Bank	Malay Kumar Sinha	Rs.1,00,000.00
Transfer	09.02.2023	Indian Bank	Malay Kumar Sinha	Rs. 50,000.00
Transfer	09.02.2023	T.G.Central Co-Op. Bank	Tapas Singha	Rs.1,00,000.00
Transfer	09.02.2023	Indian Bank	Tapas Singha	Rs. 50,000.00
Cash	10.02.2023		Uday Kumar Sinha	Rs.2,00,000.00
Cash	10.02.2023		Sujay Kumar Singha	Rs.2,00,000.00
Cash	10.02.2023		Malay Kumar Sinha	Rs.2,00,000.00
Cash	10.02.2023		Tapas Singha	<u>Rs.2,00,000.00</u>
TOTAL :				<u>Rs.14,00,000.00</u>

Witnesses :-

1. *Susil Acharya*
Dakshin Puru.
Kal - 700124
2. *Govind Mondal*
Salgechia, Tamruk.
Purba Medinipur.
W.B. Pin - 721636

Uday Kumar Sinha
Uday Kumar Sinha

Sujay Kumar Singha
Sujay Kumar Singha

Malay Kumar Sinha
Malay Kumar Sinha

Tapas Singha
Tapas Singha
Landowners

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 Uday Kumar Sinha	L.H.					
	R.H.					

ATTESTED :- Uday Kumar Sinha

 Sujay Kumar Singh	L.H.					
	R.H.					

ATTESTED :- Sujay Kumar Singh

 Kalay Singh	L.H.					
	R.H.					

ATTESTED :- Kalay Singh

 Lepas Singh	L.H.					
	R.H.					

ATTESTED :- Lepas Singh

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO












UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Anand Kumar Nayak</i>	L.H.					
	R.H.					


ATTESTED :- *Anand Kumar Nayak*

 <i>Raj Kumar Singh</i>	L.H.					
	R.H.					

ATTESTED :- *Raj Kumar Singh*

 <i>Ajpal Maithi</i>	L.H.					
	R.H.					

ATTESTED :- *Ajpal Maithi*

	L.H.					
	R.H.					

ATTESTED :-

Major Information of the Deed



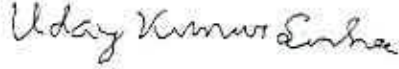






Deed No :	I-1902-01747/2023	Date of Registration	10/02/2023
Query No / Year	1902-2000330208/2023	Office where deed is registered	
Query Date	07/02/2023 2:43:02 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUJIT ACHARYA Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 6289087849, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 14,00,000/-]		
Set Forth value	Market Value		
	Rs. 45,52,022/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 14,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



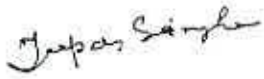
Land Details :

District: Purba Midnapore, P.S:- Tamluk, Municipality: TAMLUK, Road: Panskura Tamluk Road, Road Zone : (Jaikhana more – Rest) , Mouza: Parbatipur, JI No: 143, Pin Code : 721636

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-436	RS-418	Bastu	Bastu	3 Katha 10 Chatak 4 Sq Ft		27,31,631/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L2	RS-435	RS-418	Bastu	Bastu	2 Katha 6 Chatak 32 Sq Ft		18,20,391/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
		TOTAL :			9.9825Dec	0 /-	45,52,022 /-	
		Grand Total :			9.9825Dec	0 /-	45,52,022 /-	

Land Lord Details :






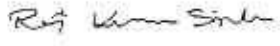
S. No	Name,Address,Photo,Finger print and Signature			
1	Name UDAY KUMAR SINHA Son of Late GURUPRASAD SINHA Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			
	10/02/2023	LTI 10/02/2023	10/02/2023	
	PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx1Q, Aadhaar No: 44xxxxxxxxx5357, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			
2	Name SUJAY KUMAR SINGHA Son of Late GURUPRASAD SINGHA Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			
	10/02/2023	LTI 10/02/2023	10/02/2023	
	PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: FVxxxxxx4G, Aadhaar No: 83xxxxxxxxx6285, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			
3	Name MALAY KUMAR SINHA Son of Late GURUPRASAD SINHA Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			
	10/02/2023	LTI 10/02/2023	10/02/2023	
	PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: FRxxxxxx0N, Aadhaar No: 46xxxxxxxxx1323, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			

4	Name	Photo	Finger Print	Signature
	TAPAS SINGHA Son of Late GURUPRASAD SINGHA Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office	 <small>10/02/2023</small>	 <small>LTI 10/02/2023</small>	 <small>10/02/2023</small>
PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DDxxxxxx9J, Aadhaar No: 75xxxxxxxx7507, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ARU CONSTRUCTION PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 , PAN No.:: ABxxxxx9H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



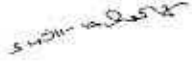
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	ANANDA KUMAR NAYAK (Presentant) Son of Late RANJAN KUMAR NAYAK Date of Execution - 10/02/2023, , Admitted by: Self, Date of Admission: 10/02/2023, Place of Admission of Execution: Office	 <small>Feb 10 2023 3:49PM</small>	 <small>LTI 10/02/2023</small>	 <small>10/02/2023</small>
PARBATIPUR NEAR BARGABHIMA TEMPLE, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7D, Aadhaar No: 45xxxxxxxx9989 Status : Representative, Representative of : ARU CONSTRUCTION (as DEVELOPERS)				
2	Mr RAJKUMAR SINGH Son of Late HARANATH SINGH Date of Execution - 10/02/2023, , Admitted by: Self, Date of Admission: 10/02/2023, Place of Admission of Execution: Office	 <small>Feb 10 2023 3:50PM</small>	 <small>LTI 10/02/2023</small>	 <small>10/02/2023</small>

PARBATIPUR NEAR BARGABHIMA TEMPLE, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3H, Aadhaar No: 45xxxxxxxx9624 Status : Representative, Representative of : ARU CONSTRUCTION (as DEVELOPERS)

3	Name	Photo	Finger Print	Signature
	UTPAL MAITI Son of Late MANAS MOHAN MAITI Date of Execution - 10/02/2023, , Admitted by: Self, Date of Admission: 10/02/2023, Place of Admission of Execution: Office	 Feb 10 2023 3:51PM	 LTI 10/02/2023	 10/02/2023
PARBATIPUR NEAR BARGOVIMA TEMPLE, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx5A, Aadhaar No: 78xxxxxxxx6728 Status : Representative, Representative of : ARU CONSTRUCTION (as DEVELOPERS)				

Identifier Details :

Name	Photo	Finger Print	Signature
SUJIT ACHARYA Son of SUNIL ACHARYA BARASAT COURT, City:- , P.O:- BARASAT, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124	 10/02/2023	 10/02/2023	 10/02/2023
Identifier Of UDAY KUMAR SINHA, SUJAY KUMAR SINGHA, MALAY KUMAR SINHA, TAPAS SINGHA, ANANDA KUMAR NAYAK, Mr RAJKUMAR SINGH, UTPAL MAITI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	UDAY KUMAR SINHA	ARU CONSTRUCTION-1.4976 Dec
2	SUJAY KUMAR SINGHA	ARU CONSTRUCTION-1.4976 Dec
3	MALAY KUMAR SINHA	ARU CONSTRUCTION-1.4976 Dec
4	TAPAS SINGHA	ARU CONSTRUCTION-1.4976 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	UDAY KUMAR SINHA	ARU CONSTRUCTION-0.998021 Dec
2	SUJAY KUMAR SINGHA	ARU CONSTRUCTION-0.998021 Dec
3	MALAY KUMAR SINHA	ARU CONSTRUCTION-0.998021 Dec
4	TAPAS SINGHA	ARU CONSTRUCTION-0.998021 Dec

Land Details as per Land Record

District: Purba Midnapore, P.S:- Tamluk, Municipality: TAMLUK, Road: Panskura Tamluk Road, Road Zone :
(Jankhana more -- Rest) , Mouza: Parbatipur, JI No: 143, Pin Code : 721636

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 436, RS Khatian No:- 418		UDAY KUMAR SINHA
L2	RS Plot No:- 435, RS Khatian No:- 418		UDAY KUMAR SINHA

On 10-02-2023

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 15:30 hrs on 10-02-2023, at the Office of the A.R.A. - II KOLKATA by ANANDA KUMAR NAYAK .

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 45,52,022/-

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

Execution is admitted on 10/02/2023 by 1. UDAY KUMAR SINHA, Son of Late GURUPRASAD SINHA, PARBATIPUR, P.O: TAMLUK, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Business, 2. SUJAY KUMAR SINGHA, Son of Late GURUPRASAD SINGHA, PARBATIPUR, P.O: TAMLUK, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Business, 3. MALAY KUMAR SINHA, Son of Late GURUPRASAD SINHA, PARBATIPUR, P.O: TAMLUK, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Business, 4. TAPAS SINGHA, Son of Late GURUPRASAD SINGHA, PARBATIPUR, P.O: TAMLUK, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Business

Indetified by SUJIT ACHARYA, , Son of SUNIL ACHARYA, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 10-02-2023 by ANANDA KUMAR NAYAK, DEVELOPERS, ARU CONSTRUCTION, PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Indetified by SUJIT ACHARYA, , Son of SUNIL ACHARYA, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 10-02-2023 by Mr RAJKUMAR SINGH, DEVELOPERS, ARU CONSTRUCTION, PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Indetified by SUJIT ACHARYA, , Son of SUNIL ACHARYA, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 10-02-2023 by UTPAL MAITI, DEVELOPERS, ARU CONSTRUCTION, PARBATIPUR, City:- , P.O:- TAMLUK, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Indetified by SUJIT ACHARYA, , Son of SUNIL ACHARYA, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,105.00/- (B = Rs 14,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 14,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2023 9:44AM with Govt. Ref. No: 192022230289856431 on 10-02-2023, Amount Rs: 14,021/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 1322952910 on 10-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 180427, Amount: Rs.100.00/-, Date of Purchase: 25/01/2023, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2023 9:44AM with Govt. Ref. No: 192022230289856431 on 10-02-2023, Amount Rs: 6,921/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 1322952910 on 10-02-2023, Head of Account 0030-02-103-003-02



Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 63464 to 63503
being No 190201747 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.02.13 12:36:52 +05:30
Reason: Digital Signing of Deed.

fm2

(Satyajit Biswas) 2023/02/13 12:36:52 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2023

DEVELOPMENT AGREEMENT

BETWEEN

Uday Kumar Sinha
Sujay Kumar Singha
Malay Kumar Sinha
Tapas Singha

Landowners

ARU Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road

Kolkata - 700157