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Additional District Sub Registrar Sadar, Paschim Medinlour

2 7 DEC 2023

DEVELOPMENT AGREEMENT

THIS INDENTURE OF DEVELOPMENT AGREEMENT MADE THIS 15th Day of DECEMBER, 2023.

BETWEEN

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Churbin Mandel

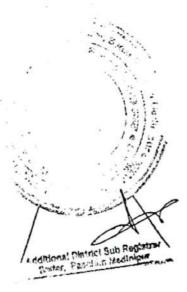
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1 5 DEC 2023

1. CHHABI MANDAL

W/o - Late Ranjit Kumar Mandal

By faith - Hindu, by occupation - House wife

At- Aurabindanagar, P.O. & P.S.- Midnapur,

Dist. Paschim Medinipur, Indian Citizen

PAN-. ASSPM 6315L

AADHAR No.772355937028





2. DEBABRATA MANDAL

S/o - Late Ranjit Kumar Mandal

By faith - Hindu, by occupation - Business

At- Aurabindanagar, P.O. & P.S.- Midnapur,

Dist. Paschim Medinipur, Indian Citizen

PAN-. ALCPM 7534N

AADHAR No. 841361863346

S. S. June

3. SHAMPA GHOSH

W/o - Manas Ghosh

By faith - Hindu, by occupation - Teacher

At-Flat- D, Vivek Apartment, 235-238 N.S.C Bose Road.

Narendrapur, Dist. South 24 Parganas, 700103. Indian Citizen

PAN -AVQPG 9478D

AADHAR No. 340653203406

Hereinafter called the OWNERS FIRST PARTY which expression unless repugnant to the context shall mean and include her representatives, heirs, assigns, administrators and executors



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M K REALTORS, a Proprietorship firm

Having office at 188, Prem No. 127 Bansdroni Govt. Colony, Bansdroni, Kolkata – 700070, PAN - AUHPK5977B Represented by its Proprietor

SRI'KAMAL KARMAKAR,

S/o Anadi Mohan Karmakar,

Permanent resident Of Vill. & P.O. - Radhamohanpur,

P.S. - Debra, Dist. - Paschim Medinipur,

PIN - 721160

Temporary resident at 188, Prem No. 127 Bansdroni Govt. Colony, Bansdroni, Kolkata – 700070,

Hereinafter called the DEVELOPER SECOND PARTY which expression unless repugnant to the context shall mean and include its representatives, heirs, assigns, successors in office, administrators and executors

AND

WHEREAS That the OWNERS FIRST PARTY is the owner of her land measuring 0.1650Acre =16.50 decimal within Mouza – Narampur, J.L.No.- 174 as mentioned under Schedule-I, hereinafter referred as 'Said Property'. The 'Said Property' previously belonged to Subimal Bandyopadhay, Who got the same by the regd. Deed of sale Dated 28.08.1964 beibg No- 4522 Registered in the office of District Sub- Registry Medinipur from Satyabrata Bandyopadhay& Other. While Subimal Bandyopadhay-was in exclusive possession of his 16.50 Dec. land he transferred same to the Ranjit Kumar Mandal by a Regd. Deed of Sale Dated 11.09.1964 Registered in the office of District Sub- Registry Medinipur, being No- 4681 for the year 1964 for a consideration money there in mentioned.

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ANDWHEREAS the said Ranjit Kumar Mandal Died interstate leaving behind his Surviving Wife and 1 son and 1 daughter, i.e. present Land OWNERS/ FIRST PARTY, as his legal heirs of his property and they became the joint owner by way of inheritance of Ranjit Kumar Mandal, having 1/3th share each in the property more fully described in the schedule below.

AND

THAT the DEVELOPER SECOND PARTY has already initiated his project work over a portion of the Plot in question which is situated adjoining to the 'Said Property' The said existing project shall be extended over the 'Said Property' by amalgamating the project immediately after execution of this Agreement

AND

THAT the OWNERS FIRST PARTY declared to develop the property as in Schedule-I below by engaging Developer and promoter for the purpose of Development and promoting andshe requested the DEVELOPER SECOND PARTY being the Developer and Promoter already working at the property adjoining to the 'Said Property', for the purpose by investing his own money and the DEVELOPER SECOND PARTY has agreed to develop the land by making construction of multi-storied residential cum commercial building on the land of area measuring 0.1650 Acre = 16.50 decimalof Mouza – Narampur, within P.S. – Midnapore which is within holding No. 1163, under Ward No. 22_of Midnapore Municipality taking permissions from authorities and agreed to dothe work on the terms and conditions as specifically mentioned below. The construction will be ground floor plus upper floors.

Accordingly the parties hereunto do hereby agree to the following terms and conditions for construction of the multi-storied building for commercial / residential construction:-

Definition Clause:-

AND WHEREAS in this indenture, unless there something contrary or repugnant to the subject or context:-

 Owner: The owner shall mean the owner above named and their heirs, executors, administrators, legal representatives and assigns. MK REALTORS

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- Developer: shall mean M.K.REALTOR, a Proprietary Firm and its successors in office, administrators, representative, nominees and assigns as the case may be.
- Building shall mean the commercial cum residential multi-storied building or buildings to be constructed at the 'Said Property' with necessary structures in accordance with the plan to be sanctioned by Midnapur Municipality and other appropriate authorities for construction on the said premises and shall include the four wheeler parking space and two Wheeler parking and other space intended for the building to be enjoyed by the occupants and as per such terms and conditions as may be agreed upon with them. Number of Floors shall be the sole discretion of the Developer.
- iv) Owner and developer shall include their respective transferees and nominees.
- v) Architect, Surveyor, Civil Engineer etc. shall be appointed by the DEVELOPER SECOND PARTY
- vi) Premises: shall mean all that piece and parcel of land measuring 0.1650 Acre = 16.50decimalmorefully described in the First Schedule hereunder written.
- vii) Common Facilities and Amenities: shall include staircase, landing, passage including both front and rear space, ways, pump room, Drain side spaces, driveways etc. which shall be required for the establishment and management of the building as shall be determined by the architect of the building but shall not include open & covered Four wheeler and two wheeler parking space and garages in the ground floor.
- viii) Constructed space shall mean the space in the building available for the independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
- ix) Maintenance Charges: shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Flat Owners of the said building.
- x) Housing Complex: shall mean the Premises with all the buildings and the common parts and the Common Portions and other erections at the premises jointly and/or severally.
- xi) Flats shall mean the saleable area consisting of bed room, living room, bathroom, kitchen, balcony (if any) etc.
- xii) Owner's allocation

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- a. That the entire project has been divided in two parts. One part or PHASE ONE measuring 0.0825 Acre situated at one side of the passage i.e. North side main road part and the remaining 0.0825 Acre i.e. PHASE TWO situated at the other side or South side of the passage, (there shall be a fence along the middle of the said property).
- b. In the property PHASE ONE measuring 0.0825 Acre, there shall be a separate building. In that Building the OWNER shall get 1000+1000= 2000sq.feett(Super Built-up Area)Flats in the 4th Floor and (16x25)=400sq.feet (Carpet area wall to wall) for Shop position in South East corner side in Ground Floor of Phase One building and 1,00,00,000/-(One Corer)on the date of agreement.
- c. In the rest property (Phase Two) till 0.0825 acre OWNER will get 2,35,00,000/-(Two Core And Thirty Five Lakhs). It is revealed that after the First phase Construction work completed, Then The developer will work Started on the second phase.
- d. Further, it is clear to mention that Land OWNER will get this second slot of payment amount (Rupees Two Core And Thirty Five Lakh) on or before 36 month from the date of this agreement whether the second tower construction started or not. But it is would not be paid the money of Rs. 2,35,00,000/- within 36 month from the date of this agreement then the second phase of agreement will be treated as canalled.
- Land OWNER will have no any allocation in second phase construction place.
- xiii) Developers' allocation shall mean the rest of the saleable area (excluding the Owners allocation) along with Roof right together with undivided proportionate share in the land comprised in the premises and right over the land underneath and the common areas and facilities.
- xiv) Bank shall mean the organization accepting for the purpose of lending or investment or deposit the money from the public, repayable on demand or otherwise and the withdrawal by cheque, draft, cash, order or otherwise.
- xv) Transfer with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what isunderstood as or transfer of space in

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multi-storied buildings to parties thereof and will include the meaning of the said terms as defined in the Income Tax act, 1961 and Transfer of Property Act, 1882.

- xvi) Transferee shall mean the unit owner, persons, firm, company and association of persons to whom any flat or space in the said building shall be transferred.
- xvii) Common Areas and Installations: shall mean and include the common areas installations and facilities comprised in and for the premises for common use and enjoyment of the co-owners;
- xviii) Common Expenses: shall mean and include all costs charges expenses and remuneration for the maintenance management up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owners and/or expenses for the common purposes including proportionate share in Municipal Taxes and other statutory charges or outgoings relating to the land and building of the instant property;
- xix) Saleable Area: shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all spaces required thereof. The entire constructed area of the property shall be treated to be the developer's allocation.
- Common Purposes: shall mean and include corridors, staircase, ways passages, shafts, drain, septic tanks, electrical room, watchman room, and other space, spaces and facilities for the purpose of managing maintaining up keeping and administering the premises and in particular the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial exclusively and the common areas and installations in common and the housing complex in common.
- xxi) Carpet Area: according to the context shall mean the actual available floor area wall to wall within the internal area of each Flat/Unit.
- xxii) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

TERMS AND CONDITIONS:-

 That the DEVELOPER SECOND PARTY is satisfied about the absolute ownership of the land as in the Schedule- 'I' below of the OWNERS FIRST PARTY and the DEVELOPER SECOND PARTY have agreed to construct the commercial and MK REALTORS

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- That the OWNER FIRST PARTY duly have delivered the possession of the land in
 question as specifically mentioned in the Schedule 'I' below for construction of multistoried building to the DEVELOPER SECOND PARTY and to enable the Developer
 to carry out the work of construction.
- 3. That the number of Floors to be constructed over the 'Said Property' shall be decided by the DEVELOPER SECOND PARTY at his exclusive prerogative (subject to sanction) and the OWNERS FIRST PARTY shall not have any say in deciding the number of Floors. Neither the Owner's allocation shall not be changed with the number of floors i.e. the Owner's allocation is fixed and non-changeableand shall not be decreased or enhanced in any case.
- 4. That the owner hasgood marketable title of the land in question as on the date of signing this agreement and the ownersare fully and sufficiently entitled to deal with and cause development of the said premises mentioned herein above and thus entering in to this agreement.
- 5. That the land in question has not been transferred either by sale or gift or mortgaged by the OWNER FIRST PARTY and the same is not encumbered in anyway and the same stands free from encumbrances and also it is not vested by the State of West Bengal or any concern under any provisions of law. The OWNER FIRST PARTY will be liable to adequately compensate the DEVELOPER SECOND PARTY in case it is found that the instant property does not stand free from encumbrances and there is defect in title.
- 6. That the owners shall not be liable for any Income-Tax, goods and service Tax (G.S.T) or any other taxes in respect of Developer's construction/allocation and the Developer shall have to make the same and keep the owner indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owner shall not be liable for meeting any obligations towards the labour/workman/employees relating to the construction/project.
- 7. That the DEVELOPER SECOND PARTY with the right to construct the multi-storied building both commercial and residential take delivery of possession of the land as in the Schedule- 'I' below with all rights of making permanent construction therein at his own expenses exclusively. They are also entitled to demolish the old constructions over the instant property, if any. The DEVELOPER SECOND PARTY shall bear all

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the costs of such demolition. The number of Floors to be constructed over the 'Said Property' shall be decided by the DEVELOPER SECOND PARTY at his exclusive prerogative (subject to sanction) and the OWNER FIRST PARTY shall not have any say in deciding the number of Floors.

- 8. That the DEVELOPER SECOND PARTY shall appoint architect for the purpose of drawing and preparing plans, designs, drains, elevations of the intended building complex with the specifications of the works to be done and of the materials to be provided for the said building complex of good quality of ISI standard.
- 9. That all expenses to be incurred for the construction as residential part with or without basement till its completion in all respects shall be borne by the builder / DEVELOPER SECOND PARTY. Except the owner's allocation as mentioned below in Clause No.12 the OWNER FIRST PARTY will not be entitled to claim any, other money or flat or building or any other construction or vacant land or roof right etc. Owner's allocation shall not be changed with the number of floors i.e. the Owner's allocation is fixed and non-changeable and shall not be decreased or enhanced in any case.
- 10. That the DEVELOPER SECOND PARTY shall submit the building plan prepared by the said architect to development authority, Municipality and other appropriate or proper authorities. The plan of the proposed construction shall be submitted to the development authority, Municipality and other appropriate authorities in the name of the DEVELOPER SECOND PARTY. The OWNER FIRST PARTY shall have no objection in the matter of signing of all relating papers by the DEVELOPER SECOND PARTY and in the matter of obtaining sanction of the said building plan in the name of the DEVELOPER SECOND PARTY before development authority, Municipality and/or other authorities. If the documents are not unlawful then the OWNER FIRST PARTY shall not be able to raise any objection to the same. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY. No signature of the OWNER FIRST PARTY shall be necessary for applying or obtaining permission from any of the authorities for the purpose of construction and development of the buildings as mentioned in this Agreement. The OWNER FIRST PARTY has also executed required Power of Attorney in this respect and for other purposes of transfer et cetera in favour of the DEVELOPER SECOND PARTY. But if any signature of the OWNER FIRST

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- PARTY is found necessary in course of execution of the development work, then the OWNER FIRST PARTY shall be bound to do the same without any objection;
- 11. That the DEVELOPER SECOND PARTY shall submit necessary prayer for No Objection from Fire Brigade under the West Bengal Fire Services Act, Rules & Regulations. The DEVELOPER SECOND PARTY shall sign in all such prayers in their names. The OWNER FIRST PARTY shall have no objection in such matter. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY.
- 12. That no litigation is pending in any Court of law or anywhere over the land in question and it is also further agreed that from this date of execution of this agreement in case any litigation is filed or started the same will be fought by the DEVELOPER SECOND PARTY and all costs and expenses for such litigation shall be borne by the Developer alone. In case of any legal dispute raised by anybody after execution of the development agreement in respect of the instant property, the DEVELOPER SECOND PARTY will be able to contest in any of such legal proceedings in any Court of law or before any other authority. The OWNER FIRST PARTY has executed Power of Attorney along with this Agreement for that purpose and for other purposes in favour of the DEVELOPER SECOND PARTY.
- 13. That the parties will take their share of consideration money et cetera as follows:
 - a. That the entire project has been divided in two parts. One part or PHASE ONE measuring 0.0825 Acre situated at one side of the passage i.e. North side main road part and the remaining 0.0825 Acre i.e. PHASE TWO situated at the other side or South side of the passage, (there shall be a fence along the middle of the said property).
 - b. In the property PHASE ONE measuring 0.0825 Acre, there shall be a separate building. In that Building the OWNER shall get 1000+1000= 2000sq.feett(Super Built-up Area)Flats in the 4th Floor and (16x25)=400sq.feet (Carpet area wall to wall) for Shop position in South East corner side in Ground Floor of Phase One building and 1,00,00,000/-(One Corer)on the date of agreement.

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- c. In the rest property (Phase Two) till 0.0825 acre OWNER will get 2,35,00,000/-(Two Core And Thirty Five Lakhs). It is revealed that after the First phase Construction work completed, Then The developer will work Started on the second phase.
- d. Further, it is clear to mention that Land OWNER will get this second slot of payment amount (Rupees Two Crore And Thirty Five Lakh) on or before 36 month from the date of this agreement whether the second tower construction started or not. But it is would not be paid the money of Rs. 2,35,00,000/-within 36 month from the date of this agreement then the second phase of agreement will be treated as canalled.
- e. Land OWNER will have no any allocation in second phase construction place.
- Apart from the owner's allocated area, the rest portion of the constructed and saleable areas shall be the Builder's allocation and the DEVELOPER SECOND PARTY shall have every right to transfer the same andto receive the consideration money on the basis of the instant agreement and the Power of Attorney;
- That for the purpose of transfer of the Builder's allocation, the DEVELOPER SECOND PARTY shall have their every right to enter into agreement for sale with the purchasers and to receive advance consideration money;
- If due to any unlawful act or obstruction on the part of the OWNER FIRST
 PARTY the execution of agreements with the purchasers or execution of Deed of
 Sale in favour of the purchasers or the construction work is stopped, then the
 OWNER FIRST PARTY shall be liable to pay the entire development cost along
 with damages and compensation to the DEVELOPER SECOND PARTY.
- The OWNER FIRST PARTY shall not be able to claim any further advance money from the DEVELOPER SECOND PARTY except his share of allocation to be received.
- The OWNER FIRST PARTY shall not have any roof right or any right of construction over any portion of the property in any manner. However the

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- OWNER FIRST PARTY shall be entitled to use the roof as common area along with other co-owners or other intending purchasers of the flats;
- The owners shall not be liable in respect of mode of proposed construction to be constructed as per Municipal rules/regulations or otherwise.
- 14. That at the time of execution of agreement to the prospective buyers by the DEVELOPER SECOND PARTY, the OWNER FIRST PARTY shall not be able to raise any objection.
- 15. That in developing the land and building the construction the DEVELOPER SECOND PARTY shall be entitled to do the following acts and the OWNER FIRST PARTY do hereby grants power to the DEVELOPER SECOND PARTY in this respect and also appoints and nominates them as his Constituted Attorney to do and perform the following acts (Detail Power of Attorney is being executed separately by the OWNER in favour of the DEVELOPER simultaneous to executing this Agreement):-
 - (a) To appoint surveyors, engineers, contractors, architect and other persons;
 - (b) To make application to the concerned authorities for obtaining electric, water and other connections and for the permits or quotation for cement, steel and other building materials;
 - (c) To make applications before the development authority, Municipality, Fire Brigade, B.L. & L.R.O., D.L.&L.R.O. and before other authorities for necessary permissions. The OWNER FIRST PARTY shall have no objection in such matter;
 - (d) To accept any Writ of summons or other legal processes or notice and to appear and/or represent the OWNER FIRST PARTY before any Court of Law or before any statutory authority or any other authority;
 - (e) To construct building therein as aforesaid and to enter into agreement for sale of the building or any part thereof;
 - (f) To execute agreements with the prospective buyers and to receive money;
 - (g) To execute Deeds of transfer and to receive consideration money;
 - (h) To give ownership to the buyers or purchasers;
 - (i) The Developer shall be entitled to allot and sell and let out in rent directly their share in the property and shall be entitled to execute and register the deeds of transfer in respect of the entire constructed area on the basis of the power of attorney;

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- 16. That the DEVELOPER SECOND PARTY shall develop the said property in the name of his proprietor. There shall be B+G+ Upper Floors as maybe decided by the DEVELOPER SECOND PARTY subject to sanction by the appropriate authorities i.e. Municipality and other authorities.
- 17. That the number of Floors to be constructed over the 'Said Property' shall be decided by the DEVELOPER SECOND PARTY at his exclusive prerogative (subject to sanction) and the OWNER FIRST PARTY shall not have any say in deciding the number of Floors. Owner's allocation shall not be changed with the number of floors i.e. the Owner's allocation is fixed and non-changeable and shall not be decreased or enhanced in any case.
- 18. That all costs, charges and legal expenses incidental to this Development Agreement including stamp duty and registration charges of the conveyance or conveyances shall be borne by the Developers or its nominees.
- 19. That the Developer shall comply with the provisions of relevant laws, bye laws, rules and regulations and shall always keep the owners absolutely indemnified and harmless against the action, claims and demands whatsoever.
- 20. That the DEVELOPER SECOND PARTY shall have the right to amalgamate property of the OWNER FIRST PARTY along with property of other adjoining lands and to construct a single building thereon covering the entire project area.
- 21. That the Developer shall provide for all civil, electrical, plumbing and sanitary works including installation of overhead tank, provision of water supply, house pumps, house service lifts, drainage, compound wall, internal passage, sewerage, etc. as per specifications and identified set out in the plan approved by development authority or Municipality. But such specifications will be finally decided by the architect as per requirement of the building:
- 22. In no case the owner shall be made liable for the dues of the firm on account of the loan taken by them. In all cases the owner shall get the flat as agreed upon in total

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finished condition. In case of failure to clear up the dues of the Bank, the Developer undertakes to indemnity the owner regarding his payment of money and also by providing his allocations elsewhere and in such circumstances the DEVELOPERSECOND PARTY shall be at liberty to deal with the entire property with the bank or others irrespective of his allocation.

- 23. The DEVELOPER SECOND PARTY has been empowered to enter into the premises, to pull down the existing structures, remove garbage, earth, and start construction as per sanctioned plan. DEVELOPER SECOND PARTY and their men shall be able to stay in the premises by making sheds for completing the work after getting the premises in vacant position;
- 24. That separate Power of Attorney is being executed simultaneously in favour of the DEVELOPER to do all the works to complete the construction and to sell out the units (Within Developer's Allocation) but in case of necessity the OWNER FIRST PARTY shall execute further deed and documents in favour of the DEVELOPER SECOND PARTY as may be found necessary;
- 25. The OWNER FIRST PARTY shall always remain liable to execute and/or register appropriate documents for effective implementation of the work/project.
- 26. That the owner and the developer have agreed upon the specification and construction of the proposed new building as described in schedule below;
- 27. That subject to the provision of this present the owner hereby grant to the developer exclusive right to construct a multistoried, commercial cum residential building upon the land as mentioned in the Schedule below as per sanctioned plan;
- 28. That the Developer shall be entitled to vary or modify the said Plan of construction subject to sanction of such modified plan by the appropriate authorities;
- 29. That there shall be a timeframe of 36 months from the date of approval of final plan for construction by the civic authority and competent authority and the appropriate authority. Such timeframe may be extended up to 6 months further;
- 30. That the above-mentioned timeframe shall be subject to force majure;
- 31. That the instant Agreement shall not be revoked unilaterally and the same can be cancelled only with the consent of both the parties i.e. mutually;
- 32. That the Developer shall have the exclusive prerogative to choose prospective buyers and to fix the price of the units and to fix the terms and conditions in respect of Developer's allocated portions;

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- 33. That the Owner shall be liable to clear up all the dues of rents and taxes etc. in respect of the instant property till delivery of possession of the premises and property to the Developer;
- 34. That the Owner do hereby agrees that he will not do anything which will prejudicially affect the right of the Developer in peaceful completion of the building and in selling out the same to the prospective buyers in respect of Developer's allocated portions;
- 35. That after completion of the building, the Developer and the Owner along with the new purchasers shall form an Owner's Association and a Society as per law to be formed by the purchasers and the Developer. The control and management of the building shall be handed over to the said Society/Association;
- 36. That the Developer hereby agrees that he will keep the Owner indemnified against all third party claims or actions arising out of any act or omission on the part of the Developer or its agent or men;
- 37. That the instant Agreement has been executed purely on Principal to Principal basis and nothing contained in these presents shall be construed as Partnership business or agreement or joint venture between the OWNER AND THE DEVELOPER;
- 38. That it is hereby clearly understood that the DEVELOPER SECOND PARTY by virtue of these presents shall acquire all rights in the Suit property consequent upon the Owner handing over the complete possession of the said property to the DEVELOPER SECOND PARTY subject to the condition that the proposed building and the disposal of the units shall be done in times of the present agreement and without any hindrance from the part of the Owner or their agents or men or anybody claiming under them;
- 39. That the owner shall not object to any construction or laying of drainage water pipes or cables or other provisions made in accordance with the law and scheme of construction of the said building. The drinking water and other water for the household use will be provided with the deep tube well or from Municipal sources for the Complex. All such provisions shall be constructed within the project area and not outside the project area or over the vacant land, if any remains, outside the project areas;
- 40. The DEVELOPER SECOND PARTY shall also install generator and Transformer and an additional Deep Tube Well for the Building to be constructed. The cost of these installations shall be borne by all the purchasers and users and the amount of

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- 41. Each term of this agreement will form the consideration of the other;
- 42. That the landowner will hand over the copy of following documents to the developer in respect of the properties as in schedule below:
 - i) All Title Deeds along with Chain Deeds
 - ii) All Mutation Certificates and Receipts.
 - iii) All Rent Receipts and Tax Receipts.
 - iv) All R.O.R.
 - All other connected papers in connection with the instant property as in Schedule below.
- 43. That in case of any dispute or difference arises relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained orany matter whatsoever arising out of this Development Agreement, such differences and disputes shall be referred to the sole Arbitrator Sri Parthasakha Das Mahapatra, Advocate and other Arbitrator Subal Da of Midnapur Court and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996.
- 44. That only the Court at Midnapore within District Paschim Medinipur shall have the exclusive jurisdiction to try any legal dispute in between the parties.
- 45. That the original Development Agreement shall remain with the Developer.
 In witness where of this Development Agreement is executed on this day, month and year stated at the outset, by the parties after reading and going through the entire agreement and after understanding its contents in physically fit and mentally alert condition.

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SCHEDULE- 'P'

Total Land of the OWNER FIRST PARTY which is handed over to the DEVELOPER SECOND PARTY as mentioned above

Within Dist.- Paschim Medinipur, P.S.- Kotwali, Mouza- Narampur, J.L. No.174

R.S.Khatian no- 1/32, 1/33 & 1/34, L.R. Khatian No. - 403,

Plot No. - 43 (R.S.) 1702 (L.R.) Measuring -0.1650 Acre = 16.50 decimal = 7176 Sq. Ft.

Shown specifically in the map annexed,

Button and Bounded-

North-30 fit Main road,

South-20 fit wide road;

East- 30 fit wide road;

West- Srinjan Enclave & Arundhati Maity Bera;

SCHEDULE- 'II' OWNER'S ALLOCATION

- a. That the entire project has been divided in two parts. One part or PHASE ONE measuring 0.0825 Acre situated at one side of the passage i.e. North side main road part and the remaining 0.0825 Acre i.e. PHASE TWO situated at the other side or South side of the passage, (there shall be a fence along the middle of the said property).
- b. In the property PHASE ONE measuring 0.0825 Acre, there shall be a separate building. In that Building the OWNER shall get 1000+1000= 2000sq.feett(Super Built-up Area)Flats in the 4th Floor and (16x25)=400sq.feet (Carpet area wall to wall) for Shop position in South East corner side in Ground Floor of Phase One building and Rs.1,00,00,000/-(One Corer)on the date of agreement.
- c. In the rest property (Phase Two) till 0.0825 acre OWNER will get 2,35,00,000/-(Two Core And Thirty Five Lakhs). It is revealed that after the First phase Construction work completed, Then The developer will work Started on the second phase.
- d. Further, it is clear to mention that Land OWNER will get this second slot of payment amount (Rupees Two Crore And Thirty Five Lakh) on or before 36 month from the date of this agreement whether the –

MK REALTORS howel have

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Shampa abosh.

Second tower construction started or not. But it is would not be paid the money of Rs. 2,35,00,000/- within 36 month from the date of agreement then the second phase of this agreement will be treated as canalled.

 Land OWNER will have no any allocation in second phase construction place.

Memo of Consideration

- 1) UTR SBINR 52023121589921673 Rs.50,00,000/-
- 2) UTR SBINR 52023121589923436 Rs.50,00,000/-

Total -1,00,00,000/-(One Corer)

SPECIFICATION OF BUILDINGS TO BE CONSTRUCTED

(Nature of construction and fitting to the Flat)

1. Foundation : R.C.C Column and pedestal with both in

foundation and in plinth

2. Structure : Reinforced cement concrete framed structure with

R. C. C. columns, Beams and Slabs. R.C.C. framed

structure with 10" outside and 5" inside brick wall

with plaster.

2. Flooring : Entire floor are finished with marble or Vitrified

Tiles.

3. Toilet & Bath : Semi glazed tile flooring with Glazed Tiles

uptoceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian

Pan. Concealed pipeline.

4. Kitchen : Tiled Flooring, Granitestone gas table top (cooking

table), Glazed tiles upto the height upto ceiling from the table top level around the wall. 1 (One)

Water Point with concealed pipeline.

5. Electrical wiring : Concealed Electrical wiring in each room. hall,

kitchen, bath and privy, verandah, etc four electric

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points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath room, one point in main gate, one

power points of 15 ampere in hall.

Flush door (Commercial) with fittings and wood Door & Windows

primer finish, Aluminium window fitted with M.S.

grill and glass panes one in each room.

Outside window grill covered by 4 mm. square bar Grill 7.

box type or other type of design

Marble finish Stair 8.

9. Stair Railing 4mm steel

10. Lift 4/6 passenger lift of good quality(Branded)

Painting of walls Internal walls and ceiling shall have wall putty 11.

finish. The external paint should have two coat snowcem with cement primer only for owners'

portion.

12. Electrical equipments All electrical fitting of ISI mark with shock proof

Overhead tank 13. Overhead tank should be provide on the roof of

stair along with CPVC Pipeline

14. 24 Hours water to be supplied through common Water

overhead water tank operated by electric motor. There is sinking deep tube well for supply of water

to the overhead tank.

15. Plaster Putty finished inside walls and weather coat

finished outside walls.

16. Other Electrical wiring and switches, electrical fitting like

tube light in common areas.

Hebriba Mandel

Signature of the OWNER FIRST PARTY/ GRANTOR

MK REALTORS

Signatures of the DEVELOPER SECOND PARTY/ CONSTITUTED ATTORNEY

Signatures of the witnesses I susanda sahoo 3/6- Kadhi nath Sahoo Anabinda nagar midnapus

2. Arundhati landa Bora K-2 Auroleandanagar Midnafore natinipur. Paschim natinipur.

Drafted by - Syed Nowsar Ali

Mirzabazar, Midnapur

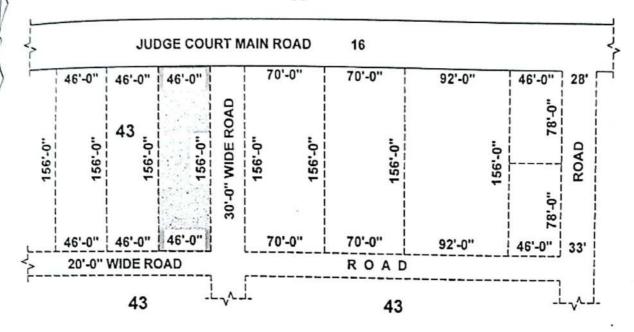
Regd. No.- F 1081/1053 of 1981

Type by-

This Agreement made by 1stamp paper & 19 demy paper,

MOUZA - NARAMPUR, J.L NO.- 174, P.S. - MEDINIPUR, DIST. - PASCHIM MEDINIPUR., SCALE - 1" = 40'-0".

16



DETAILS OF THE LAND	R.S.	L.R.	AREA OF		
DEVELOPMENT BETWEEN	PLOT NO.	PLOT NO.	SQ.FT.	ACRE	
1) CHHABI MANDAL, W/O- LATE RANJIT KUMAR MANDAL, 2) DEBABRATA MANDAL, S/O- LATE RANJIT KUMAR MANDAL, 3) SHAMPA GHOSH, W/O- MANAS GHOSH, AT AURABINDRANAGAR, P.O.+P.S MIDNAPORE, DIST PASCHIM MEDINIPUR, PIN 721101 AND MK REALTORS, PROP. KAMAL KARMAKAR, AT- 188, BANSDRONI GOVT. COLONY. SADHANALAY APARTMENT FLAT NO. 2A (2ND FLOOR) KOLKATA 700 070 SOUTH 24 PARAGANAS	43 (PART)	1702 (PART)	7187	0.1650	

DRAWN BY :- (AS DIRECTED)

1 Salvo

Shanfa Chest. Chalis mandal Adabula Manda.

MK REALTORS

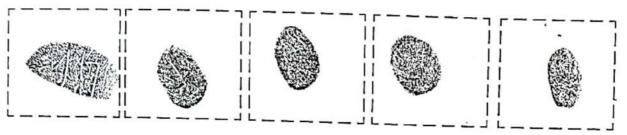
Land hand

Proprietor

TiDelAMaster Cad_sasd-SDiagrams Project Files PROJECT FILES IKAMAL KARMAKAR_J COURTAurobindenager Kemal Karmahar dag Left Hand Finger Impression -

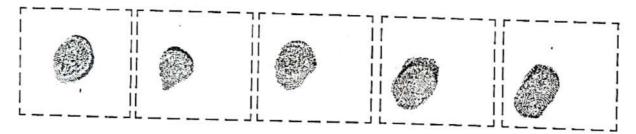


Right Hand Finger Impression -

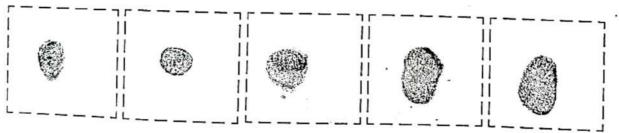


SIGNATURE Chalimandal

Left Hand Finger Impression -



Right Hand Finger Impression -



Shampa Ghosh



Right Hand Finger Impression -



SIGNATURE Actobby March

Left Hand Finger Impression -



Right Hand Finger Impression -



SIGNATURE hamal kamana



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





I-4097/29

GRN:

192023240328108718

GRN Date:

27/12/2023 15:00:16

Payment Mode:

SBI Epay

Bank/Gateway:

SBIePay Payment

Gateway

BRN:

6509207570333

BRN Date:

27/12/2023 15:00:45

Gateway Ref ID:

GRN Details

233616680466

Method:

HDFC Retail Bank NB

GRIPS Payment ID:

271220232032810870

Payment Init. Date:

27/12/2023 15:00:16

Payment Status:

Successful

Payment Ref. No:

2003082617/11/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr Chandra Sekhar Ghosh

Address:

Midnapore

Mobile:

9733748704

Period From (dd/mm/yyyy): 27/12/2023

Period To (dd/mm/yyyy):

27/12/2023

Payment Ref ID:

2003082617/11/2023

Dept Ref ID/DRN:

2003082617/11/2023

Payme	nt Details			Pitting of the second
S) No	Payment Ret/Nov	Head of A/C	Head of AC has	Amount (F
a nitson		Description (жазы		
1	2003082617/11/2023	Property Registration-Stamp duty	0030-02-103-003-02	35021
2	2003082617/11/2023	Property Registration- Registration Fees.	0030-03-104-001-16	100021

Total

135042

IN WORDS:

ONE LAKH THIRTY FIVE THOUSAND FORTY TW



Major Information of the Deed

Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Uri area)		
Rs. 40,021/- (Article:48(g))		Rs. 1,00,021/- (Article:E, E, B)
Stampduty Raid(SD)		Registration Fee Pald 1
		Rs. 2,87,82,953/-
Set Forth value State		Market Value 1245
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs: 1,00,00,000/-]
Transaction		Addilichalstransaction (Section 1997)
Applicant Name, Address & Other Details	: 8597613063, Status :Deed Writ	istrict : Paschim Midnapore, WEST BENGAL, Mobile No.
Query Date	14/12/2023 4:54:03 PM	A.D.S.R. MIDNAPORE, District: Paschim Midnapore
Query No Years which	1003-2003082617/2023	Office where deep lis rugletered.
Deed No.	₹I-1003-04097/2023	Date of Registration less 27/12/2023 19/12/19

Land Details:

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: NARAMPUR, Jl No: 174, Pin Code : 721101

_	Number LR-1702 (RS:-43)	Number LR-403	Commerci al	16.5 Dec	Value (In Rs.)	2,87,82,953/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
_	Grand	Total:		16,5Dec	0 /-	287,82,953 /-	

Land Lord Details: Sli Name/Address Photo Finger print and Signature. Name: Chhabi Mandal (Presentant) Wife of Late Ranjit Kumar Mandal disigned Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office 15/12/2023 15/12/2023 16/12/2023

Aurobindanagar, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: asxxxxxx51, Aadhaar No: 77xxxxxxxxx7028, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023

, Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office o vine de la companya de la companya

Debabrata Mandal Son of Late Ranjlt Kumar Mandal

Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 Place

: Office



15/12/2023

Aurobindanagar, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: alxxxxxx4n, Aadhaar No: 84xxxxxxxx3346, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023

, Admitted by: Self, Date of Admission: 15/12/2023 ,Place: Office nemes - Presento - Presento - Presenta - Pre

Shampa Ghosh Wife of Manas Ghosh Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place



15/12/2023

15/12/2023

Flat-D, Vivek Apartment, 235-238 N S C Bose Road, Narendrapur, Clty:-, P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, Indla, PIN:- 700103 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: avxxxxxx8d, Aadhaar No: 34xxxxxxxx3406, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office

Developer Details:

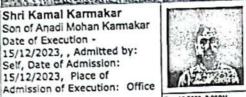
Name Address Photo Finger print and Signature

188, Prem No. 127 Bansdroni Govt. Colony, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, PAN No.:: AUXXXXXX7B, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

Representative Details :

SI Name Address, Photo, Finger print and Signature

1 Skame Waller Broton Blogger Prints Shri Kamal Karmakar Son of Anadi Mohan Karmakar Date of Execution -15/12/2023, , Admitted by: Self, Date of Admission: 15/12/2023, Place of



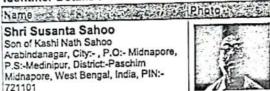


LTI 15/12/2021

Rachamohanpur, City:-, P.O:- Radhamohanpur, P.S:-Debra, District:-Paschim Midnapore, West Bengal, India, PIN:- 721160, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: auxxxxxx7b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : M K REALTORS (as Proprietor)

Identifier Details:

Shri Susanta Sahoo Son of Kashi Nath Sahoo Arabindanagar, City:-, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:-721101





15/12/2023

Finger Prints : Signature

Identifier Of Chhabi Mandal, Debabrata Mandal, Shampa Ghosh, Shri Kamal Karmakar

_	o From	To. with area (Name-Area)
1	Chhabi Mandal	M K REALTORS-5.5 Dec
,	Debabrata Mandal	M K REALTORS-5.5 Dec
3	Shampa Ghosh	M K REALTORS-5.5 Dec

Land Details as per Land Record

District: Paschim Midnapore, P.S.- Midnapore, Municipality: MIDNAPORE, Mouza: NARAMPUR, Jl No: 174, Pin Code

Sch.	Plot & Khatlan	Details Of Land?	Owner name in English 7/2 as selected by Applicant
	LR Plot No:- 1702, LR Khatian No:- 403	Owner:इनक्रिक्नात म्लन, Gurdian:क्रिक्नत ,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 100304097 / 2023

Presented for registration at 13:24 hrs on 15-12-2023, at the Office of the A.D.S.R. MIDNAPORE by Chhabi Mandal , one of the Executants.

Confinento of Market Value (WEHRUVI tules to 12001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,87,82,953/-

Admissionorexecution: (Unicon Socionis) AVAB (Registration Rules (1982)), 61

Execution is admitted on 15/12/2023 by 1. Chhabl Mandal, Wife of Late Ranjit Kumar Mandal, Aurobindanagar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession House wife, 2. Debabrata Mandal, Son of Late Ranjit Kumar Mandal, Aurobindanagar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business, 3. Shampa Ghosh, Wife of Manas Ghosh, Flat-D, Vivek Apartment, 235-238 N S C Bose Road, Narendrapur, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by Profession Service

Indetified by Shri Susanta Sahoo, , , Son of Kashi Nath Sahoo, Arabindanagar, P.O: Midnapore, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

Admission of Execution (Under Section 50, Will Registration Rules (1962); Representative

Execution is admitted on 15-12-2023 by Shri Kamal Karmakar, Proprietor, M K REALTORS (Sole Proprietoship), 188, Prem No. 127 Bansdroni Govt. Colony, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070

Indetified by Shri Susanta Sahoo, , , Son of Kashi Nath Sahoo, Arabindanagar, P.O: Midnapore, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

1

Ashim Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE

Paschim Midnapore, West Bengal

On 27/12:2023:1
Certificate of Admissibility (Rule /43:W/B. Registration (Rules /1962): 100-2014

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

Raymon ko (Roon)

Certified that required Registration Fees payable for this document is Rs 1,00,021.00/- (B = Rs 1,00,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,00,021/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/12/2023 3:00PM with Govt. Ref. No: 192023240328108718 on 27-12-2023, Amount Rs: 1,00,021/-, Bank: SBI EPay (SBIePay), Ref. No. 6509207570333 on 27-12-2023, Head of Account 0030-03-104-001-16

29/12/2023 ,Query No:-10032003082617 / 2023 Deed No :I-04097/2023. Document is digitally signed.

Page 29 of 30 Page 29 of 31

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

1. Stamp: Type: Impressed, Serial no 16435, Amount: Rs.5,000.00/-, Date of Purchase: 15/12/2023, Vendor name:

Soumen Nr Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/12/2023 3:00PM with Govt. Ref. No: 192023240328108718 on 27-12-2023, Amount Rs: 35,021/-, Bank:
SBI EPay (SBIePay), Ref. No. 6509207570333 on 27-12-2023, Head of Account 0030-02-103-003-02

Ashim Das ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. MIDNAPORE Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1003-2023, Page from 77629 to 77659 being No 100304097 for the year 2023.



A-8.

Digitally signed by ASHIM DAS Date: 2023.12.29 12:16:43 +05:30 Reason: Digital Signing of Deed.

(Ashim Das) 29/12/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal.