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Registration. The document is authentic
Signature should be attached to the document
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Adal. Dist. Sub-Registrar
TAMILUK

16 JUN 2023

Sudip Das
Priyali Guin

ARU CONSTRUCTION

Anand Kumar Nayak

Raj Kumar Singh, Partner

Utpal Maiti.

DEVELOPMENT AGREEMENT

Signature

Signature

ক্রমিক নং ২৩৮
তারিখ ৫৪৫০/১৬/১২৬
মূল্য

মোঃ-খসি বাজার লাইসেন্স নং-৪/৯৫
ক্রেতার নাম ARU CONSTRUCTION
গ্রাম Pambati pur.
বন্দা Pambati . - জেলা-পূর্ব মেদিনীপুর
কো:

ক্রেতার নাম হাই স্ক্রল কারিগর

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Addl. Comm. Sub-Inspector
TAMILUK

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Sudip Rakshit
Priyali Guin

ARU CONSTRUCTION
Anand Kumar Nayak
Raj Kumar Singha, Partner
Utpal Maiti.

THIS AGREEMENT is made on this 16 th day of June two thousand twenty three . (16-06-2023)

- 1.1 **SUDIP RAKSHIT** [PAN. ADGPR5338B], son of Late Manindranath Rakshit, by faith - Hindu, by occupation – Business , by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, Pin 721636, District Purba Medinipur, West Bengal.

PIYALI GUIN [PAN. ADHPG7309J], wife of Pritam Guin, by faith - Hindu, by occupation – House Wife , by nationality - Indian, residing at Vill. Bara Bazar, P.O. Bara Bazar, P.S. Medinipur, Pin 721101, District Paschim Medinipur, West Bengal. Hereinafter jointly 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

- 1.2 **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], 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], 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], 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 executors, administrators, representative, and assigns) of the OTHER PART.


Anand Kumar Nayak

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Anand Kumar Nayak

Partner
Raj Kumar Singh
Chennai

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

2. Subject Matter of Development :

2.1 Development Project & Appurtenances :

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

R.S./L.R. Dag No.	L.R. Khatian No.	Area [in Dec.]
662	730	9.109
663	730	0.566
664	730	0.653

in total 10.328 (Ten point Three Two Eight) Decimals be the same a little more or less, lying and situated at Mouza - Parbatipur, J.L. No. 143, P.S. Tamluk, comprised in R.S./L.R. Dag Nos. 662, 663, & 664, under L.R. Khatian No. 730, A.D.S.R.O. Tamluk, within the local limit of Tamluk Municipality, in Ward No. 13, Pin 721636, in the District Purba Medinipur, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

3. Background, Representations, Warranties and Covenants :

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

3.1.1 Absolute Ownership of Manindra Nath Rakshit : One Manindra Nath Rakshit was the absolute owner of land measuring 10.328 decimals more or less, in R.S./L.R. Dag Nos. 662, 663, & 664, in Mouza - Parbatipur, J.L. No. 143, P.S. Tamluk, by way of a registered Deed of Partition, registered on 22.02.1978, being Partition Deed No. 1082 for the year 1978.

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ARU CONSTRUCTION

Anand Kumar Nayak

Partner

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- 3.1.2 Record by Manindra Nath Rakshit : The said Manindra Nath Rakshit recorded his name in the L.R. Settlement, in L.R. Khatian No. 730, for the aforesaid land.
- 3.1.3 Demise of Manindra Nath Rakshit : While in absolute possession, the said Manindra Nath Rakshit died intestate on 18.10.1999, leaving behind his wife, Mira Rakshit, only son, Sudip Rakshit and also only married daughter, Piyali Guin, as his heirs & successors in interest, in respect of the aforesaid land, left by the said Manindra Nath Rakshit, since deceased.
- 3.1.4 Demise of Mira Rakshit : The said Mira Rakshit, wife of Late Manindra Nath Rakshit died intestate on 08.03.2018, leaving behind her only son, the aforesaid Sudip Rakshit and only married daughter, the aforesaid Piyali Guin, as her heirs & successors in interest, in respect of her share out of the aforesaid land, left by the said Mira Rakshit, since deceased.
- 3.1.5 Absolute Joint Ownership of Sudip Rakshit & Piyali Guin : Thus on the basis of the aforesaid facts and circumstances, the said Sudip Rakshit & Piyali Guin became the absolute joint owners of ALL THAT piece and parcel of Bastu land measuring :

R.S./L.R. Dag No.	L.R. Khatian No.	Area [in Dec.]
662	730	9.109
663	730	0.566
664	730	0.653

in total 10.328 (Ten point Three Two Eight) Decimals be the same a little more or less, lying and situated at Mouza - Parbatipur, J.L. No. 143, P.S. Tamluk, comprised in R.S./L.R. Dag Nos. 662, 663, & 664, under L.R. Khatian No. 730, A.D.S.R.O. Tamluk, within the local limit of Tamluk Municipality, in Ward No. 13, Pin 721636, in the District Purba Medinipur, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

- 3.1.6 Sanction of Building Plan : The said Landowners have sanctioned a building Plan, from the concerned Tamluk Municipality, bearing Plan No.4023 , dated 07.02.2023.

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Prigali Gaur

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Raj Kumar Singh, Partner
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04. DESIRE OF DEVELOPMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY :

4.1. Desire of Development of the Land & Acceptance : The said Landowners have expressed their desire to develop the aforesaid total plot of land morefully described in the First Schedule hereunder written in accordance with Plan so to be sanctioned by the concerned authority, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present 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.

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

5. DEFINITION :

5.1 Building : Shall mean multi storied building so to be constructed on the schedule property .

5.2 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.

5.3 Saleable Space : Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.

5.4 Landowners' Allocation : Shall mean the consideration against the project by the Landowners morefully described in Second Schedule hereunder written.

5.5 Developer's Allocation : Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share

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Anand Kumar Nayak

Partner
Raj Kumar Singh
Chopal Naiti.

of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written herein below.

- 5.6 Architect / Engineer : Shall mean such person or persons being appointed by the Developer.
- 5.7 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.
- 5.8 Building Plan : Shall mean such so to be sanctioned by the concerned Tamluk Municipality and / or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.
- 5.9 Built Up Area/Lockable Area : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat 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.
- 5.10 Total Covered Area : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 5.11 Super Built Up Area (For any Individual Unit) : Here super built up area means the total covered area plus service area.
6. LANDOWNERS' RIGHT & REPRESENTATION :
- 6.1 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.
- 6.2 Free From Encumbrance : The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

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Anand Kumar Nayyar
Partner
Raj Kumar Singh
Jhal Maiti

7. DEVELOPER'S RIGHTS :

- 7.1 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.
- 7.2 Right of Construction : The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 7.3 Construction Cost : The Developer shall carry total construction work of the present building at it's own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.
- 7.4 Sale Proceeds of Developer's Allocation : The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 7.5 Booking & Agreement for Sale : Booking from intending purchaser 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 its own name but without creating any liability on the Landowners.
- 7.6 Selling Rate : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 7.7 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.
- 7.8 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.

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Partner
Raj Kumar Singh

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- 7.9 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 representatives and Power of Attorney holder of the Landowners.
- 7.10 Deed of Conveyance : The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holder of the Landowners.
8. CONSIDERATION :
- 8.1 Permission against Consideration : The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.
9. DEALING OF SPACE IN THE BUILDING :
- 9.1 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.
- 9.2 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.
10. NEW BUILDING :
- 10.1 Completion of Project : The Developer shall at its 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.
- 10.2 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 CESC

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Anand Kumar Nayak
Raj Kumar Singh, Partner
Chennai

Ltd./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 therein on ownership basis and as mutually agreed upon.

10.3 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.

10.4 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.

10.5 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 and occupiers of the said premises or any part or portions thereof.

11. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :

11.1 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.

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Raj Kumar Singh, Partner
Chennai

- 11.2 Payment of Municipal Taxes & Service Tax : 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. The Landowners will also pay Service Tax as applicable in law.
- 11.3 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.
12. COMMON RESTRICTION :
- 12.1 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 :-
- 12.1.1 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.
- 12.1.2 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.

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ARU CONSTRUCTION

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Partner

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- 12.1.3 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 (n) 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.
- 12.1.4 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.
- 12.1.5 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.
- 12.1.6 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.
- 12.1.7 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.
- 12.1.8 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.

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Sudip Deb
Rajali Ghosh

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Anand Kumar Nayak
Partner
Raj Kumar Singh
Chennai

13. LANDOWNERS' OBLIGATION :

13.1 No Interference :

The Landowners hereby agree and covenant with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

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.

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.

14. DEVELOPER'S OBLIGATIONS :

14.1 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 commencement of work. The Landowners also permits the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation within the stated period.

14.2 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 the Landowners as demurrage.

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

not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

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.



Sudip Deb
Prigali Ghosh

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Anand Kumar Nayak
Raj Kumar Singh Partner
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15. LANDOWNERS' INDEMNITY

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.

16. DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowners

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.

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.

17. MISCELLANEOUS :

17.1 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.

17.2 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 undertakes 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 undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and

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Raj Kumar Singh, Partner
Chennai

things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.

- 17.3 Not Responsible : The Landowners shall not be liable or 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.
- 17.4 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.
- 17.5 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 or 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.
- 17.6 Name of the Building : The name of the building shall be given by developer in due course.
- 17.7 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.

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17.8 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 bound to produce documents in original before any competent authority for inspection.

17.9 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.

18. 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.

19. 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 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

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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.

20. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, 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]

ALL THAT piece and parcel of Bastu land measuring :

R.S./L.R. Dag No.	L.R. Khatian No.	Area [in Dec.]
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ON THE NORTH	:	662, 663, 664
ON THE SOUTH	:	662, 663, 664
ON THE EAST	:	662, 663, 664
ON THE WEST	:	662, 663, 664



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Raj Kumar Singh, Partner.

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 Alloted for B+G+4 storied building :-

- 1 It is to be stated here that presently the building plan has been sanctioned for B+G+4 storied building and the landowners will get the following allocation in form of flats, shops and garages :
 - (i) 2740 (Two Thousand Seven Hundred Forty) Square feet more or less of super built up area, in form of flats, from the Second Floor.
 - (ii) 2740 (Two Thousand Seven Hundred Forty) Square feet more or less of super built up area, in form of flats, from Third Floor,
 - (iii) 870 (Eight Hundred Seventy) Square feet more or less of super built up commercial area, in form of shops, from the Ground Floor .
 - (iv) One car parking space, measuring 135 (One Hundred Thirty Five) Square feet more or less of super built up in the Basement.
- 2 Later on if more floors will be sanctioned by revised sanction plan and the building will be turned into B+G+6 storied building i.e further two stories will be sanctioned then the landowners will get the following allocation for extra two floors :
 - (i) Extra Comercial area measuring 130 (one hundred thirty) square feet more or less of super built up per extra floor , over and B+G+4 .
 - (ii) 823 (eight Hundred twenty three) Square feet more or less of super built up area, form from the fifth Floor, in front of flat .

17

Sudip Rakshit
Singal

ARU CONSTRUCTION

Anand Kumar Nigam

Raj Kumar Singh, Partner

Chal Hart

(iii) 823 (eight Hundred twenty three) Square feet more or less of super built up area, form from the sixth Floor, in front of flat .

A.3 The said Sudip Rakshit will also get shifting charges not exceeding Rs. 10,000/- (Rupees Ten Thousand only) per month. And the said developer will take the residue after demolition of the existing building, if any.

3. 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.
4. 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 be the exclusive treated as Developer's Allocation.
5. 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.
6. 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.

[Signature]

Sudip Roy
Priyali Ghosh

ARU CONSTRUCTION
Anon Danu Roy

Partner
Raj Kumar Singh
Chay Naiti

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 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 as the absolute owner thereof.

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 : 5"/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,

[Handwritten signature]

Sudip Kumar
Priyali Anand

ARU CONSTRUCTION
Anand Kumar Singh
Partner
Chhatra Maiti.

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.

BGS
Kor

Sudip Das
Siyali Guin

ARU CONSTRUCTION
Anand Kumar Nayak

Raj Kumar Singh **Partner**

Utpal Maiti.

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

DRAFTED BY :-

Soumitra Kumar Bag

(Soumitra Kumar Bag)

Advocate

En. No. - F1887/1985 of 1995

Bar Council of West Bengal

Sudip Das
Siyali Guin

Landowners

WITNESSES :-

01. Arun K. Nayak.
Dhanu, Tamuk.

2. Soumen Giri
Tamuk, Purba Medinipur

ARU CONSTRUCTION

Anand Kumar Nayak

Raj Kumar Singh **Partner**

Utpal Maiti.

Developer

Sudip Das
Siyali Guin

Sudip Rakshit
Piyali Guin

ARU CONSTRUCTION
Anandakumar Nayak

Raj Kumar Singh, Partner

Utpal Maiti

Photo, Signature and Thum Impression SUDIP RAKSHIT :-

LEFT HAND	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND	THUMB	FORE	MIDDLE	RING	LITTLE



Sudip Rakshit

Photo, Signature and Thum Impression PIYALI GUIN :-

LEFT HAND	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND	THUMB	FORE	MIDDLE	RING	LITTLE



Piyali Guin

Photo, Signature and Thum Impression ANANDA KUMAR NAYAK :-

LEFT HAND	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND	THUMB	FORE	MIDDLE	RING	LITTLE



Anandakumar Nayak

ARU

Sudip Deb
Piyali Ghosh

ARU CONSTRUCTION
Anand Kumar Nayak
Partner
Raj Kumar Singh
Utpal Maity

Photo, Signature and Thumb Impression RAJKUMAR SINGHA :-

LEFT HAND	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND	THUMB	FORE	MIDDLE	RING	LITTLE



Raj Kumar Singh

Photo, Signature and Thumb Impression UTPAL MAITY :-

Utpal Maity

LEFT HAND	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND	THUMB	FORE	MIDDLE	RING	LITTLE



Utpal Maity

NAME OF IDENTIFIER :- ARUN KUMAR NAYAK Arun Kumar Nayak

LEFT HAND	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND	THUMB	FORE	MIDDLE	RING	LITTLE



Arun Kumar Nayak

Sudip Deb



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



192023240100753291

GRN Details

GRN: 192023240100753291 Payment Mode: Online Payment
GRN Date: 16/06/2023 14:28:13 Bank/Gateway: State Bank of India
BRN: CKX2047157 BRN Date: 16/06/2023 14:28:55
GRIPS Payment ID: 160620232010075328 Payment Init. Date: 16/06/2023 14:28:13
Payment Status: Successful Payment Ref. No: 2001553450/6/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: ARU CONSTRUCTION
Address: TAMLUK
Mobile: 9734688293
Contact No: 9734217841
Depositor Status: Buyer/Claimants
Query No: 2001553450
Applicant's Name: Mr Arun Kumar Nayak
Identification No: 2001553450/6/2023
Remarks: Sale, Development Agreement or Construction agreement Payment No 6
Period From (dd/mm/yyyy): 17/06/2023
Period To (dd/mm/yyyy): 17/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001553450/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	35031
2	2001553450/6/2023	Property Registration- Registration Fees	0030-03-104-001-16	3628
Total				38659

IN WORDS: THIRTY EIGHT THOUSAND SIX HUNDRED FIFTY NINE ONLY.

Major Information of the Deed

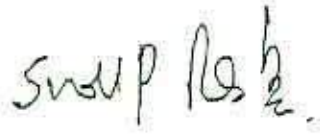
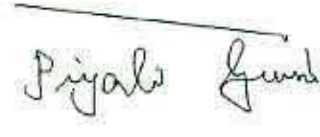
Deed No :	I-1103-03614/2023	Date of Registration	16/06/2023
Query No / Year	1103-2001553450/2023	Office where deed is registered	
Query Date	15/06/2023 2:01:01 PM	A.D.S.R. TAMLUK, District: Purba Midnapore	
Applicant Name, Address & Other Details	Arun Kumar Nayak Dharinda,Thana : Tamluk, District : Purba Midnapore, WEST BENGAL, PIN - 721636, Mobile No. : 9734217841, Status :Attorney of Executant		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 3], [4311] Other than Immovable Property, Receipt [Rs : 3,60,000/-]	
Set Forth value		Market Value	
		Rs. 1,90,40,746/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,031/- (Article:48(g))		Rs. 3,628/- (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 Bus Stand to Barobazar Road (Parbati pur), Road Zone : (Bus Stand -- PC. Chandra) , 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-662	RS-730	Commercial	Bastu	9.109 Dec		1,68,47,866/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L2	RS-663	RS-730	Commercial	Bastu	0.566 Dec		10,46,865/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L3	RS-664	RS-730	Commercial	Bastu	0.653 Dec		11,46,015/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
		TOTAL :			10.328Dec	0 /-	190,40,746 /-	
	Grand Total :				10.328Dec	0 /-	190,40,746 /-	

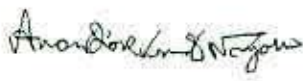
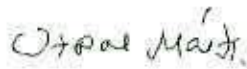
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Sudip Rakshit (Presentant) Son of Late Manindranath Rakshit Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office	Photo  16/06/2023	Finger Print  LTI 16/06/2023	Signature  16/06/2023
Village:- Parbatipur, 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.: adxxxxxx8b,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office				
2	Name Mrs Piyali Guin Wife of Mr Pritam Guin Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office	Photo  16/06/2023	Finger Print  LTI 16/06/2023	Signature  16/06/2023
13 Adwaita Mullick Lane Liberty Cinema, Village:- Bara Bazar, P.O:- Bara Bazar, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: adxxxxxx9j,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Aru Construction Village:- Parbatipur, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 , PAN No.: abxxxxxx9h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Ananda Kumar Nayak Son of Late Ranjan Kumar Nayak Date of Execution - 16/06/2023, , Admitted by: Self, Date of Admission: 16/06/2023, Place of Admission of Execution: Office	 Jun 16 2023 3:05PM	 LTI 16/06/2023	 16/06/2023
	Village:- Parbatipur, 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 developer)			
2	Name	Photo	Finger Print	Signature
	RajKumar Singh Son of Late Haranath Singha Date of Execution - 16/06/2023, , Admitted by: Self, Date of Admission: 16/06/2023, Place of Admission of Execution: Office	 Jun 16 2023 3:10PM	 LTI 16/06/2023	 16/06/2023
	Village:- Parbatipur, 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 Not Provided by UIDAI Status : Representative, Representative of : Aru Construction (as developer)			
3	Name	Photo	Finger Print	Signature
	Utpal Maiti Son of Late Manas Mohan Maiti Date of Execution - 16/06/2023, , Admitted by: Self, Date of Admission: 16/06/2023, Place of Admission of Execution: Office	 Jun 16 2023 3:12PM	 LTI 16/06/2023	 16/06/2023
	Village:- Parbatipur, 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 Not Provided by UIDAI Status : Representative, Representative of : Aru Construction (as developer)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Arun Kumar Nayak Son of Mr. Bharat Chandra Nayak Village:- Dharinda, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636	 16/06/2023	 16/06/2023	 16/06/2023

Identifier Of Mr Sudip Rakshit, Mrs Piyali Guin, , Ananda Kumar Nayak, RajKumar Singh, Utpal Maiti

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Sudip Rakshit	Aru Construction-4.5545 Dec
2	Mrs Piyali Guin	Aru Construction-4.5545 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Sudip Rakshit	Aru Construction-0.283 Dec
2	Mrs Piyali Guin	Aru Construction-0.283 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Sudip Rakshit	Aru Construction-0.3265 Dec
2	Mrs Piyali Guin	Aru Construction-0.3265 Dec

On 16-06-2023

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 14:34 hrs on 16-06-2023, at the Office of the A.D.S.R. TAMLUK by Mr Sudip Rakshit , one of the Executants.

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 1,90,40,746/-

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

Execution is admitted on 16/06/2023 by 1. Mr Sudip Rakshit, Son of Late Manindranath Rakshit, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Business, 2. Mrs Piyali Guin, Wife of Mr Pritam Guin, 13 Adwaita Mullick Lane Liberty Cinema, P.O: Bara Bazar, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession House wife

Indetified by Mr Arun Kumar Nayak, , Son of Mr Bharat Chandra Nayak, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 16-06-2023 by Ananda Kumar Nayak, developer, Aru Construction, Village:- Parbatipur, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Indetified by Mr Arun Kumar Nayak, , Son of Mr Bharat Chandra Nayak, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by profession Law Clerk

Execution is admitted on 16-06-2023 by RajKumar Singh, developer, Aru Construction, Village:- Parbatipur, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Indetified by Mr Arun Kumar Nayak, , Son of Mr Bharat Chandra Nayak, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by profession Law Clerk

Execution is admitted on 16-06-2023 by Utpal Maiti, developer, Aru Construction, Village:- Parbatipur, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Indetified by Mr Arun Kumar Nayak, , Son of Mr Bharat Chandra Nayak, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,628.00/- (B = Rs 3,600.00/- ,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 3,628/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/06/2023 2:28PM with Govt. Ref. No: 192023240100753291 on 16-06-2023, Amount Rs: 3,628/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2047157 on 16-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

-Certified that required Stamp Duty payable for this document is Rs. 40,031/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,031/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 228, Amount: Rs.5,000.00/-, Date of Purchase: 13/06/2023, Vendor name: Madhusudan Adhikary

2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/06/2023 2:28PM with Govt. Ref. No: 192023240100753291 on 16-06-2023, Amount Rs: 35,031/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2047157 on 16-06-2023, Head of Account 0030-02-103-003-02



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. TAMLUK
Purba Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1103-2023, Page from 66625 to 66657

being No 110303614 for the year 2023.



Digitally signed by KAUSHIK
BHATTACHARYYA
Date: 2023.06.16 15:28:21 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 2023/06/16 03:28:21 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. TAMLUK

West Bengal.

(This document is digitally signed.)