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Certified that the document is admitted to Registration. The endorsement stamp and Signature shall be attached to the document are the part of this document

Add. Dist. Sub-Registrar
TAMLUK

19 MAY 2023

Ummimala Mahapatra

ARU CONSTRUCTION

Anandkumar Singh Raj Kumar Singh
Partner
C/O Arun Naiti

DEVELOPMENT AGREEMENT

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ক্রমিক নং ৪৫৬
মূল্য ৫৫৫০/- তারিখ ১৮/০৫/২০

মোঃ-বকি বাজার লাইসেন্স নং-৪/১৫

ক্রেতার নাম ARW Construction

গ্রাম Parbadipur.

জানা Tamruk জেলা-পূর্ব মেদিনীপুর

ঠিকানা

অফিসার নাম স্বর্গী প্রসন্নজিৎ



INTRODUCED

১৮/০৫/২০

ARW CONSTRUCTION



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ADD. DIST. SUB-REGISTRAR
TAMLUK

19 MAY 2023

Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Raj Kumar Singh
Partners
Utpal Maiti

THIS AGREEMENT is made on This the 19 th day of May Two thousand Twenty Three

(19-05-2023)

- 1.1 URMIMALA MAHAPATRA [PAN.-FNUPM2216J], daughter of Rajarshi Mahapatra, by faith - Hindu, by occupation - others, by nationality - Indian, residing at Abasbari, Tamluk, P.O. Tamluk, P.S. Tamluk, District - Purba Medinipur, Pin - 721636, West Bengal. Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his 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 Bargabhim 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 Bargabhim 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 Chalandika Para, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal. Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.

[Signature]

Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh Raj Kumar Singh.
Utpal Naiti. Partner

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 1.57 (One point Five Seven) Decimals be the same a little more or less Together With a Two Storied building measuring 824.81 (Eight Hundred Twenty Four point Eight One) Sq.ft. more or less comprised in R.S./L.R. Dag No. 663, under R.S. Khatian No. 183, L.R. Khatian No. 339 corresponding to L.R. Khatian No.[in the name of Urmimala Mahapatra, Landowner herein], lying and situated at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly known as Tamluk Municipality), in Ward No. 13, in the District Purba Midnapore, Pin Code 721636, 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 Landowner has made the following representation and given the following warranty to the Developer regarding title.

3.1.1 CHAIN OF TITLE REGARDING ABSOLUTE OWNERSHIP OF THE LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULED PROPERTY, IS AS FOLLOWS :

3.1.1.1 Absolute Ownership of Dwijendra Nath Rakshit & Others : One Dwijendra Nath Rakshit along with his brothers were the absolute joint owners of Bastu land in R.S./L.R. Dag No. 663, under R.S. Khatian No. 183, L.R. Khatian No. 339, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, in the District Medinipur, by way by way of a Registered Deed of Gift, from their father, Satyendra Nath Rakshit, which was registered on 24.03.1958 and recorded in Book No. I, being Deed No. 1994 for the year 1958.

Adm.

Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh - Raj Kumar Singh
Partner
Citral Naiti.

3.1.1.2 Deed of Partition : While in absolute partition, the said Dwijendra Nath Rakshit along with his brothers jointly executed a registered Deed of Partition, registered on 22.01.1978.

3.1.1.3 Absolute Ownership of Dwijendra Nath Rakshit : Thus on the basis of the aforesaid registered Deed of Partition, the said Dwijendra Nath Rakshit Bastu land measuring 07 (Seven) Decimals more or less, in R.S./L.R. Dag No. 663, under R.S. Khatian No. 183, L.R. Khatian No. 339, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, in the District Medinipur.

3.1.1.4 Gift by Dwijendra Nath Rakshit : While in absolute possession, the said Dwijendra Nath Rakshit gifted Bastu land measuring 1.57 (One point Five Seven) Decimals more or less Together With a Two Storied building measuring 824.81 (Eight Hundred Twenty Four point Eight One) Sq.ft. more or less out of his possession, in R.S./L.R. Dag No. 663, under R.S. Khatian No. 183, L.R. Khatian No. 339, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, in the District Medinipur to one Urmimala Mahapatra, by way of a Registered Deed of Gift, which was registered on 05.03.2012, registered in the office of the D.S.R. Purba Medinipur, Tamluk, and recorded in Book No. I, CD Volume No. 7, Page 3499 to 3513, being Deed No. 01528 for the year 2012.

3.1.1.5 Record by Urmimala Mahapatra : Thus after receiving the aforesaid plot of land, the said Urmimala Mahapatra recorded her name in the L.R. Settlement as follows :

R.S./L.R. Dag No.

L.R. Khatian No.

663

339

3.1.1.6 Absolute Ownership of Urmimala Mahapatra : Thus on the basis of the aforesaid deed, being Deed No. 01528 for the year 2012, the said Urmimala Mahapatra has become the absolute owner of ALL THAT piece and parcel of Bastu land measuring 1.57 (One point Five Seven) Decimals be the same a little more or less Together With

Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Partner

Partner

a Two Storied building measuring 824.81 (Eight Hundred Twenty Four point Eight One) Sq.ft. more or less comprised in R.S./L.R. Dag No. 663, under R.S. Khatian No. 183, L.R. Khatian No. 339 corresponding to L.R. Khatian No. [in the name of Urmimala Mahapatra, Landowner herein], lying and situated at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly known as Tamluk Municipality), in Ward No. 13, in the District Purba Midnapore, Pin Code 721636, in the State of West Bengal, which is morefully described in the First Schedule hereunder written.

3.1.1.6 Sanction of Building Plan : The said Urmimala Mahapatra, Landowner herein, duly sanctioned a building plan on the said plot and which is morefully described in the First Schedule hereunder written, from the concerned Tamralipta Municipality, vide Sanctioned Building Plan No. 04023 dated 07.02.2023 .

4. DESIRE OF DEVELOPMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY :

4.1 Desire of Development of the Land & Acceptance : The said Urmimala Mahapatra, Landowner herein, has expressed her desire to develop her aforesaid land in accordance with sanctioned building plan, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the Landowner has 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 Development Power of Attorney : For the smooth running of the said project, the Landowner herein, has also agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowner herein, have appointed and nominated the Developer herein, as her Constituted Attorney, to act on behalf of the Landowner.

5. DEFINITION :



Urmimala Mahapatra

ARU CONSTRUCTION

Partner

Anandarama Nayak

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- 5.1 Building : Shall mean multi storied building so to be constructed on the first schedule property in accordance with the sanctioned building plan duly sanctioned by the concerned Tamralipta Municipality.
- 5.1.1 Common Facilities & Amenities : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 5.1.2 Saleable Space : Shall mean the space within the building, which is to be available as an unit/flat/shop/garage for independent use and occupation in respect of Landowner's Allocation and Developer's Allocation as mentioned in this Agreement.
- 5.1.3 Landowner's Allocation : Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.
- 5.1.4 Developer's Allocation : Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 5.1.5 Architect/Engineer : Shall mean such person or persons being appointed by the Developer.
- 5.1.6 Transfer : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 5.1.7 Building Plan : Shall mean such sanctioned building plan vide Plan No. 04023 dated 07.02.2023 duly sanctioned by the concerned Tamralipta Municipality and/or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.
- 5.1.8 Built Up Area/Lockable Area : Here Built up area/Lockable area means, the area in which the unit has been built. It includes carpet area of the unit plus cent percent of



Ummimala Mahapala

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Anandaram Nigam Raj Kumar Singh
Partner
Chennai

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.

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

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

6. LANDOWNER'S RIGHT & REPRESENTATION :

6.1 Indemnification regarding Possession & Delivery : The Landowner 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.

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

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.

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

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

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

[Signature]

Vinimala Mahapara

ARU CONSTRUCTION

Anandaramanandayan - Raj Karam Singh
Chad Narti.
Partner

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

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Ummimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Partner

8.1 Permission against Consideration : The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

9. DEALING OF SPACE IN THE BUILDING :

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

9.1.1 Exclusive Power of Dealings of Developer : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner 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 their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

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

10.1.2 Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be

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Anand Kumar Singh
Raj Kumar Singh
Partner
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discharged and paid by the Developer and the Landowner shall bear no responsibility in this context and in this respect as well as on that accounts.

10.1.3 **Municipal Taxes & Other Taxes of the Property :** The Developer shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay/will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner 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 Landowner, by the Developer and/or their nominees and the Landowner and/or their nominee/nominees respectively.

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

11. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :

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

11.1.1 **Payment of Municipal Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner 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 Landowner's Allocation only. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any

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Anand Kumar Singh
Partner
C/O P. N. S. S.

other statutory authority/authorities on Developer's Allocation only AND on the contrary, the Landowner will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owner's Allocated Portion or Owner's Allocation only.

11.1.2 Share of Common Expenses & Amenities : As and from the date of delivery of possession to be received, the Landowner 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 Landowner's 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 Landowner and Developer in common : The Landowner's 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.

[Signature]
A. S. S.

Vinimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
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 and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 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 Landowner 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 Landowner's 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.

13. LANDOWNER'S OBLIGATION :

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ARU CONSTRUCTION

Anand Kumar Singh
Raj Kumar Singh
Partner**13.1 No Interference :**

The Landowner hereby agree and covenant with the Developer :

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

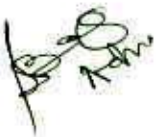
14. DEVELOPER'S OBLIGATIONS :

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

14.1.1 Penalty : If the Landowner's Allocation is not delivered within the stated period, then the Developer shall be liable to pay Rs.2,000/- (Rupees Two Thousand only) per month to each of the Landowner as demurrage.

14.1.2 No Violation : The Developer hereby agrees and covenants with the Landowner :

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

15. LANDOWNER'S INDEMNITY :


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ARU CONSTRUCTION

Anand Kumar Singh - Raj Kumar Singh

Partner

- 15.1 Indemnity : The Landowner 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 undertake to keep the Landowner :

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

17. MISCELLANEOUS :

- 17.1 Contract Not Partnership : The Landowner 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 Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

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



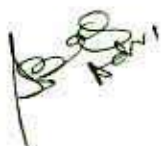
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ARU CONSTRUCTION

Anandakumaran Raj Kumar Singh,
Partner

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

- 17.1.2 Not Responsible : The Landowner 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 Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 17.1.3 Process of Issuing Notice : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner 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 Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 17.1.4 Formation of Association : After the completion of the said building and receiving peaceful possession of the allocation, the Landowner 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.
- 17.1.5 Name of the Building : The name of the building shall be given by developer in due course.
- 17.1.6 Right to borrow fund : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner 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 Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.



Urmimata Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Raj Kumar Singh
Partner

17.1.7 Documentation : The Landowner 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 Landowner will bound to produce documents in original before any competent authority for inspection.

17.1.8 Project Loan : The Landowner 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 majeures 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 Landowner.

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

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to



Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Raj Kumar Singh
Capital Initiatives, Partner

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, Purba Medinipur, and the Hon'ble High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Plot of Land & Premises]

ALL THAT piece and parcel of Bastu land measuring 1.57 (One point Five Seven) Decimals be the same a little more or less Together With a Two Storied building measuring 824.81 (Eight Hundred Twenty Four point Eight One) Sq.ft. more or less comprised in R.S./L.R. Dag No. 663, under R.S. Khatian No. 183, L.R. Khatian No. 339 corresponding [in the name of Urmimala Mahapatra, Landowner herein], lying and situated at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly known as Tamluk Municipality), in Ward No13, in the District Purba Midnapore, Pin Code 721636, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH	:	R.S. & L.R. Dag No. 665 & 663.
ON THE SOUTH	:	R.S. & L.R. Dag No. 664 & 663 (Manindranath Rakshit)
ON THE EAST	:	R.S. & L.R. Dag No. 663.
ON THE WEST	:	R.S. & L.R. Dag No. 16 ft. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : The Landowner 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 :-



Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh Raj Kumar Singh
Chitra Maiti, Partner

The Landowner's Allocation will be allotted as follows :-

1. The said Urmimala Mahapatra will get upto B+G+4 as follows :
 - (i) 900 (Nine Hundred) Square feet be the same a little more or less of super built up area, to be allotted on the Second Floor of the proposed building.
 - (ii) 125 (One Hundred Twenty Five) Square feet be the same a little more or less of super built up area, to be allotted on the Ground Floor of the proposed building.
2. Later on, after preparation of the Floor Plan, the units will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the units within the purview of the Landowner's Allocation.
3. Later on if more floors will be sanctioned by revised sanction plan then the landowners will get :
 - (i) another Commercial Space in Ground floor measuring 25 (Twenty Five) Square feet be the same a little more or less of super built up area, extra per floor of the proposed building.
 - (ii) Extra measuring 180 (One Hundred Eighty) Square feet be the same a little more or less of super built up area extra per floor, to be allotted on the said Floor of the proposed building.
4. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land of the present owners. The other areas will exclusively be treated as Developer's Allocation.
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



Ummimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Raj Kumar Singh
Partner

said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

6. The Landowner herein hereby gives permission to amalgamate the land with his neighbour's plot of land. The area of Landowner's Allocation receivable by the Landowner as described above will be calculated on the basis of the proportionate holding by the Landowner on the project land.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

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

Ar. S. S. S.
Ar.

*Ummima Mahapala***ARU CONSTRUCTION***Anandakumaran Raj Kumar
Capital Partner*

6. **DOORS & WINDOWS** : All door frames would be made of Malaysian Sal Wood. Internal doors shutter would be flush doors made of commercial ply, all doors thickness 32mm. fitted with Godrej locks. Main door made of CP wood panel door, would be fitted with Godrej lock. All windows would be made of natural colour aluminium sliding with plain white glass. All doors would be painted with white enamel paint.
7. **ELECTRICAL WORKS** : Concealed wiring in all flats (copper electrical wire). All switches modular type.
8. **KITCHEN** : Granite counter top, Stainless steel sink.
9. **STAIR** : Standard quality stone, distemper over POP.
10. **LIFT** : 5/6 passenger lift.
11. **MAIN GATE & OTHERS** : Main Gate, Caretaker Room and Service Toilet at Ground Floor. Cost of formation of Association to be borne by the flat owners of the building in proportionately. The purchaser/s will pay proportionate cost of installation of Transformer and Generator.
12. **WATER** : 24 hours water supply from overhead water tank through filtration plant.
13. **PAINTING** : Plaster of Paris inside walls. Outside painting will be finished with Weather coat.
14. **INTERNAL ROAD** : Internal road finished with Paver block.

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

Urmimla Mahapatra

ARU CONSTRUCTION

Anand Kumar Singh
Raj Kumar Singh
Ct. Pal Marti
Partner

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 Kr. Bag

(Soumitra Kr. Bag)

Advocate

En. No. - F1887/1985 of 1995

Bar Council of West Bengal

Urmimla Mahapatra

Landowner

WITNESSES :-

1. Moutusi Mahapatra
w/o Rajarshi Mahapatra
Abasbari
Tamluk, Purba Medinipur

2. Rajarshi Mahapatra
Abasbari, P.O. Tamluk
Dist. Purba Medinipur

Developer

Anand Kumar Singh
Raj Kumar Singh
Ct. Pal Marti
Partner

ARU
Tamluk

Urmimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Nayak Raj Kumar Singha
Jt. Partner

Photo, Signature and Thumb Impression URMIMALA MAHAPATRA :-

	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
RIGHT HAND					



Urmimala Mahapatra

Photo, Signature and Thumb Impression ANANDA KUMAR NAYAK :-

	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
RIGHT HAND					



Photo, Signature and Thumb Impression RAJKUMAR SINGHA :-

	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
RIGHT HAND					



Raj Kumar Singha



Ummimala Mahapatra

ARU CONSTRUCTION

Anand Kumar Nayak Raj Kumar Siroha
Partner
UTPAL MAITI

Photo, Signature and Thumb Impression UTPAL MAITI :-

	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
RIGHT HAND					



Utpal Maiti

NAME OF IDENTIFIER :- ARUN KUMAR NAYAK

	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
RIGHT HAND					



Arun Kumar Nayak





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



192023240061281551

GRN Details

GRN:	192023240061281551	Payment Mode:	Online Payment
GRN Date:	19/05/2023 13:44:31	Bank/Gateway:	State Bank of India
BRN :	CKW9635360	BRN Date:	19/05/2023 13:45:10
GRIPS Payment ID:	190520232006128153	Payment Init. Date:	19/05/2023 13:44:31
Payment Status:	Successful	Payment Ref. No:	2001255281/3/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	ARU CONSTRUCTION
Address:	PARBATIPUR
Mobile:	9547399260
Contact No:	9734217841
Depositor Status:	Buyer/Claimants
Query No:	2001255281
Applicant's Name:	Mr Arun Kumar Nayak
Identification No:	2001255281/3/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	19/05/2023
Period To (dd/mm/yyyy):	19/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001255281/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	60
2	2001255281/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	49
Total				109

IN WORDS: ONE HUNDRED NINE ONLY.

Major Information of the Deed

Deed No :	I-1103-02955/2023	Date of Registration	19/05/2023
Query No / Year	1103-2001255281/2023	Office where deed is registered	
Query Date	17/05/2023 9:19:41 AM	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 : 6]	
Set Forth value		Market Value	
		Rs. 29,03,848/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,060/- (Article:48(g))		Rs. 49/- (Article:E, E)	
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 (Parbatipur), 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-663	RS-339	Commercial	Bastu	1.57 Dec		29,03,848/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
Grand Total :					1.57Dec	0 /-	29,03,848 /-	

Land Lord Details :

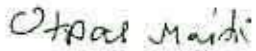
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs Urmimala Mahapatra (Presentant) Daughter of Rajarshi Mahapatra Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	Photo  19/05/2023	Finger Print  LTI 19/05/2023	Signature  19/05/2023
Village:- Abasbari, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: fnxxxxxx6j,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				

Developer Details :

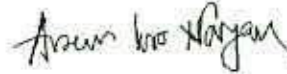
Sl No	Name,Address,Photo,Finger print and Signature			
1	Aru Construction Village:- Parbatipur, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 , PAN No.:: abxxxxxx9h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Ananda Kumar Nayak Son of Late Ranjan Kumar Nayak Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	Photo  May 19 2023 3:06PM	Finger Print  LTI 19/05/2023	Signature  19/05/2023
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 Not Provided by UIDAI Status : Representative, Representative of : Aru Construction (as developer)				

2	Name RajKumar Singh Son of Late Haranath Singha Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	Photo  May 19 2023 3:08PM	Finger Print  LTI 19/05/2023	Signature  19/05/2023
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 Utpal Maiti Son of Late Manas Mohan Maiti Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	Photo  May 19 2023 3:09PM	Finger Print  LTI 19/05/2023	Signature  19/05/2023
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			
	19/05/2023	19/05/2023	19/05/2023
Identifier Of Mrs Urmimala Mahapatra, Ananda Kumar Nayak, RajKumar Singh, Utpal Maiti			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Urmimala Mahapatra	Aru Construction-1.57 Dec

On 19-05-2023

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 14:44 hrs on 19-05-2023, at the Office of the A.D.S.R. TAMLUK by Mrs. Urmimala Mahapatra ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 29,03,848/-

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

Execution is admitted on 19/05/2023 by Mrs Urmimala Mahapatra, Daughter of Rajarshi Mahapatra, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Others

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 19-05-2023 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 19-05-2023 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 19-05-2023 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 49.00/- (E = Rs 49.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 49/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2023 1:45PM with Govt. Ref. No: 192023240061281551 on 19-05-2023, Amount Rs: 49/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW9635360 on 19-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 60/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 403, Amount: Rs.5,000.00/-, Date of Purchase: 16/05/2023, Vendor name: Madhusudan Adhikary

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2023 1:45PM with Govt. Ref. No: 192023240061281551 on 19-05-2023, Amount Rs: 60/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW9635360 on 19-05-2023, 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 54473 to 54502

being No 110302955 for the year 2023.



Digitally signed by KAUSHIK
BHATTACHARYYA
Date: 2023.05.19 15:32:10 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 2023/05/19 03:32:10 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)