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## পশ্চিমবঙ্গ পশ্চিম বেঙ্গাল WEST BENGAL

K 231688

**BENGAL**  
Q. 2000882237/2023

J. 336 (Jan)  
05/04/2023

ment is admitted to registration. The Signa-  
ment and the Endorsement sheet attached to this  
document are part of the document.

Additional District Sub Registrar  
Sector. Pachim Maidanpur

05 APR 2023

SINGH ASSOCIATE

W. SINGH ASSOCIATE

## **DEVELOPMENT AGREEMENT**

THIS INDENTURE OF DEVELOPMENT AGREEMENT MADE THIS **5 th Day of  
APRIL, 2023.**

## BETWEEN

Pujali Wandy

0.5 APR 2023

138  
ক: ন 0.5 APR 2023 টাকা 5,000  
তা: জেল-পশ্চিম মেদিনীপুর  
নাম: Smt. Piyali Randy  
স্থান: Chhotobazar  
থানা: Midnapore  
জাতৰ: Midnapore

0.5 APR 2023

$5,000 \times 125,000$

জেল-পশ্চিম মেদিনীপুর  
0.5 APR 2023

*[Signature]*  
Date: 05/04/2023  
Registration No. 1234567890

0.5 APR 2023

**SMT. PIYALI NANDY**

W/o Sri Swaraj Nandy

Of Chhotobazar, P.O. – Midnapore,

P.S. – Kotwali. Dist. – Paschim Medinipur,

PIN – 721101, By Faith – Hindu, By Occupation - House wife

PAN No. - AOHPN6728P, Indian Citizen,



Piyali Nandy

G  
M/S. SINGH ASSOCIATE  
Proprietor  
Saratpally  
Paschim Medinipur  
West Bengal  
India  
721101

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

AND

**M/S SINGH ASSOCIATE**, a proprietary firm having office at Saratpally,

Dist. Paschim Medinipur , Having PAN number – CBAPS1194L

represented by its Proprietor:-

**SRI ANUP KUMAR SINGH,**

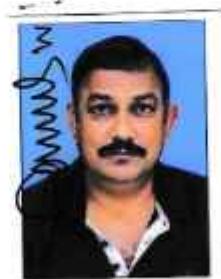
PAN – CBAPS1194L

**S/o** Late Surendra Nath Singh

Of -A/10, Saratpally, P.O.& P.S. – Midnapore,

Dist.- Paschim Medinipur- 721101

By Faith – Hindu, By Occupation - Business Indian Citizen,



Piyali Nandy

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

### WITNESSETH

That the OWNER FIRST PARTY is the owner of land measuring 0.0431 Acre = 1877.44 Sq.ft. within Mouza - Bibiganj, J.L.No.- 180 as in schedule below hereinafter referred as '**Said Property**'. The OWNER FIRST PARTY became the owner of the 0.0431 Acre of land in L.R. Plot Nos. 952, 953 as '**Said Property**' in the following manner;

The '**Said Property**' previously was under the joint possession of the Smt. Purnima Nandy and others. They filed a Partition Suit being T.S. No. 162/1993 before 1<sup>st</sup> Asst. District Judge, Midnapore. Saibal Nandy, Swaraj Nandy, Manas Nandy, Moloy Nandy and Jagriti Nandy were parties to the Suit as Plaintiff Nos. 5, 6, 8, 9 and 4. Saibal Nady, Swaraj Nandy, Manas Nandy, Moloy Nandy were allotted 'N' schedule property by the final decree of the Suit. They jointly got 0.0131 Acre in L.R. Plot No. 952, 0.0300 Acre in L.R. Plot No. 953, Thereafter they mutated their names with State of West Bengal Under Khatian Nos. 1500/1, 1596/1, 1133, 1100. While in possession they transferred 0.0131 acre in L.R. Plot No. 952, 0.0300 acre in L.R. Plot No. 953 to the OWNER FIRST PARTY by deed of sale being Nos. 3957/2022, and the OWNER FIRST PARTY is in possession of the purchased property from the date of purchase being its absolute owner

### AND

THAT the OWNER FIRST PARTY declared to develop the property as in Schedule-I below by engaging Developer and promoter as she does not have sufficient funds for the purpose of Development and promoting and she requested the DEVELOPER SECOND PARTY being the Developer and Promoter, for the purpose by investing their own money and the DEVELOPER SECOND PARTY have agreed to develop the land by making construction of multi-storied residential building on the land of area measuring 0.0431 Acre

*Purnima Nandy*

**MISS. SINGH ASSOCIATE**

**Proprietor**

*Piyali Nandy*

of Mouza - Bibigunj within P.S. - Midnapore by taking permissions from authorities and agreed to do the work on the terms and conditions as specifically mentioned below. The construction will be ground floor plus upper floors in the name and style of the apartment . Accordingly the parties hereunto do hereby agree to the following terms and conditions for construction of the multi-storied building for commercial / residential construction:-

**Definition Clause:-**

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

- i) **Owner:** The owner shall mean the owner above named and their heirs, executors, administrators, legal representatives and assigns.
- ii) **Developer:** shall mean **SINGH ASSOCIATE**, a Proprietary Firm and its successors in office, administrators, representative, nominees and assigns as the case may be.
- iii) **Building** shall mean the commercial cum residential multi-storied building or buildings to be constructed at the '**Said Property**' with necessary structures and with additional structures in accordance with the plan to be sanctioned by Midnapur Municipality and other appropriate authorities for construction on the said premises and shall include the four wheeler parking space and two Wheeler parking and other space intended for the building to be enjoyed by the occupants and as per such terms and conditions as may be agreed upon with them.
- iv) Owner and developer shall include their respective transferees and nominees.
- v) Architect, Surveyor, Civil Engineer etc. shall be appointed by the DEVELOPER SECOND PARTY

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Proprietor

Piyali Nandy

vi) **Premises:** shall mean all that piece and parcel of land measuring 0.0431 Acre morefully described in the First Schedule hereunder written.

vii) **Common Facilities and Amenities:** shall include staircase, landing, passage including both front and rear space, ways, pump room, Drain, side spaces etc. which shall be required for the establishment and management of the building as shall be determined by the architect of the building but shall not include open & covered Four wheeler and two wheeler parking space and garages in the ground floor.

viii) **Constructed space** shall mean the space in the building available for the independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.

ix) **Maintenance Charges:** shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Flat OWNER of the said building.

x) **Housing Complex:** shall mean the Premises with all the buildings and the common parts and the Common Portions and other erections at the premises jointly and/or severally.

xi) **Flats** shall mean the super built up area (saleable area) consisting of bed room, living room, bathroom, kitchen, balcony etc.

xii) **OWNER allocation** shall mean –

- In the property measuring 0.0431 Acre there shall be a separate building. In that Building the OWNER shall get 2 Flats in the 3<sup>rd</sup> Floor till G+4 Floors. If further floors are constructed over G+4 floors then OWNER will get one further flat in respect of those upper floors.
- In the property measuring 0.0431 Acre If there is no construction of G+4 then OWNER will get One Flat more or lace 800 sq.fit(super buildup) & Rs. 10,00,000/-.

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piyali nandy

xiii) **Developers' allocation** shall mean the rest of the saleable area (excluding the OWNER allocation as specifically mentioned in the Schedule below) along with Roof right together with undivided proportionate share in the land comprised in the premises and right over the land underneath and the common areas and facilities.

xiv) **Bank** shall mean the organization accepting for the purpose of lending or investment or deposit the money from the public, repayable on demand or otherwise and the withdrawal by cheque, draft, cash, order or otherwise.

xv) **Transfer** with its grammatical variation shall include or transfer by the possession and by any other means adopted for effecting what is understood as or transfer of space in multi-storied building is to parties are thereof and will include the meaning of the said comes as defined in the Income Tax act, 1961 and Transfer of Property Act, 1882.

xvi) **Transferee** shall mean the unit owner, persons, firm, company and association of persons to whom any flat or space in the said building shall be transferred.

xvii) **Common Areas and Installations:** shall mean and include the common areas installations and facilities comprised in and for the premises for common use and enjoyment of the CO-OWNER;

xviii) **Common Expenses:** shall mean and include all costs charges expenses and remuneration for the maintenance management up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owner and/or expenses for the common purposes including proportionate share in Municipal Taxes and other statutory charges or out going relating to the land and building of the instant property;

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xix) **Saleable Area:** shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all spaces required thereof.

xx) **Common Purposes:** shall mean and include corridors, staircase, ways passages, shafts, drain, septic tanks, electrical room, watchman room, and other space, spaces and facilities for the purpose of managing maintaining up keeping and administering the premises and in particular the common areas and installations, rendition of common services in common to the co-owner, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owner and relating to their mutual rights and obligations for the beneficial exclusively and the common areas and installations in common and the housing complex in common.

xxi) **Carpet Area:** according to the context shall mean the actual available floor area wall to wall within the internal area of each Flat/Unit.

xxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

#### **TERMS AND CONDITIONS:-**

1. That the DEVELOPER SECOND PARTY is satisfied about the absolute ownership of the land as in the Schedule- 'I' below of the OWNER FIRST PARTY and the DEVELOPER SECOND PARTY have agreed to construct the commercial and residential building on the said property and to invest their money for the said purpose out of their own.
2. That the OWNER FIRST PARTY duly has delivered the possession of the land in question as specifically mentioned in the Schedule 'I' below for construction of multi-storied building to the DEVELOPER SECOND PARTY and to enable the Developer to carry out the work of construction.

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3. That the OWNER FIRST PARTY has a marketable title of the land in question as on the date of signing this agreement and the OWNER FIRST PARTY is fully and sufficiently entitled to deal with and cause development of the said premises mentioned herein above and thus entering in to this agreement.
4. That the land in question has not been transferred either by sale or gift or mortgaged by the OWNER FIRST PARTY and the same is not encumbered in anyway and the same stands free from encumbrances and also it is not vested by the State of West Bengal or any concern under any provisions of law. The OWNER FIRST PARTY will be liable to adequately compensate the DEVELOPER SECOND PARTY in case it is found that the instant property does not stand free from encumbrances.
5. That the OWNER FIRST PARTY shall not be liable for any Income-Tax, goods and service Tax (G.S.T) or any other taxes in respect of Developer's construction/allocation and the Developer shall have to make the same and keep the owner indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The OWNER FIRST PARTY shall not be liable for meeting any obligations towards the labour/workman/employees relating to the construction/project.
6. That the DEVELOPER SECOND PARTY with the right to construct the multi-storied building both commercial and residential take delivery of possession of the land as in the Schedule- 'I' below with all rights of making permanent construction therein at their own expenses exclusively. They are also entitled to demolish the old constructions over the instant property, if any. The DEVELOPER SECOND PARTY shall bear all the costs of such demolition.

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

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PARTY has also executed required Power of Attorney in this respect and for other purposes of transfer et cetera in favour of the DEVELOPER SECOND PARTY. But if any signature of the OWNER FIRST PARTY is found necessary in course of execution of the development work, then the OWNER FIRST PARTY shall be bound to do the same without any objection;

10. That the DEVELOPER SECOND PARTY shall submit necessary prayer for No Objection from Fire Brigade under the West Bengal Fire Services Act, Rules & Regulations. The DEVELOPER SECOND PARTY shall sign in all such prayers in their names. The OWNER FIRST PARTY shall have no objection in such matter. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY.
11. That no litigation is pending in any Court of law or anywhere over the land in question and it is also further agreed that from this date of execution of this agreement in case any litigation is filed or started the same will be fought by the DEVELOPER SECOND PARTY and all costs and expenses for such litigation shall be borne by the Developer alone. In case of any legal dispute raised by anybody after execution of the development agreement in respect of the instant property, the DEVELOPER SECOND PARTY will be able to contest in any of such legal proceedings in any Court of law or before any other authority. The OWNER FIRST PARTY has executed separate Power of Attorney for that purpose and for other purposes in favour of the DEVELOPER SECOND PARTY.
12. That the parties will take their share of allotment as follows: -
  - (i) In the property measuring 0.0431 Acre there shall be a separate building. In that Building the OWNER shall get 2 Flats in the 3<sup>rd</sup>

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Proprietor

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Floor till G+4 Floors. If further floors are constructed over G+4 floors then OWNER will get one further flat in respect of those upper floors.

(ii) In the property measuring 0.0431 Acre If there is no construction of G+4 then OWNER will get One Flat more or lace 800 sq.fit(super buildup) & Rs. 10,00,000/-.

It is also declared that at the time of commencement of this Development Agreement no money tary transaction is done between the owner first party and the Developer the second party.

- Apart from the owner's allocated area as in Schedule below, the rest portion of the constructed and saleable areas shall be the Builder's allocation and the DEVELOPER SECOND PARTY shall have every right to transfer the same and to receive the consideration money on the basis of the instant agreement and the Power of Attorney;
- That for the purpose of transfer, the DEVELOPER SECOND PARTY shall have their every right to enter into agreement for sale with the purchasers and to receive advance consideration money;
- If due to any unlawful act or obstruction on the part of the OWNER FIRST PARTY the execution of agreements with the purchasers or execution of Deed of Sale in favour of the purchasers or the construction work is stopped, then the OWNER FIRST PARTY shall be liable to pay the entire development cost along with damages and compensation to the DEVELOPER SECOND PARTY.
- The OWNER FIRST PARTY shall not have any roof right or any right of construction over any portion of the property in any

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manner. However the OWNER FIRST PARTY shall be entitled to use the roof as common area along with other co-owner or other intending purchasers of the flats;

- The OWNER shall not be liable in respect of mode of proposed construction to be constructed as per Municipal rules/regulations or otherwise.

13. That at the time of execution of agreement to the prospective buyers by the DEVELOPER SECOND PARTY, the OWNER FIRST PARTY shall not be able to raise any objection.

14. That in developing the land and building the construction the DEVELOPER SECOND PARTY shall be entitled to do the following acts and the OWNER FIRST PARTY do hereby grants power to the DEVELOPER SECOND PARTY in this respect and also appoints and nominates them as his Constituted Attorney to do and perform the following acts :-

- (a) To appoint surveyors, engineers, contractors, architect and other persons;
- (b) To make application to the concerned authorities for obtaining electric, water and other connections and for the permits or quotation for cement, steel and other building materials;
- (c) To make applications before the development authority, Municipality, Fire Brigade, B.L. & L.R.O., D.L.&L.R.O. and before other authorities for necessary permissions. The OWNER FIRST PARTY shall have no objection in such matter;
- (d) To accept any Writ of summons or other legal processes or notice and to appear and/or represent the OWNER FIRST

M/S. SINGH ASSOCIATE  
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PARTY before any Court of Law or before any statutory authority or any other authority;

- (e) To construct building therein as aforesaid and to enter into agreement for sale of the building or any part thereof;
- (f) To execute agreements with the prospective buyers and to receive money;
- (g) To execute Deeds of transfer and to receive consideration money;
- (h) To give ownership to the buyers or purchasers;
- (i) The Developer shall be entitled to allot and sell and let out in rent directly their share in the property and shall be entitled to execute and register the deeds of transfer in respect of the entire constructed area on the basis of the power of attorney;

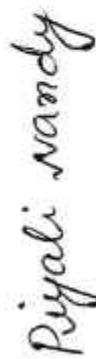
15. That the OWNER FIRST PARTY do hereby declare that the land in question has not been acquired by the State of West Bengal and no notice for requisition or acquisition under has been received by them and there is no notice or order passed by the development authority or Municipality or any other body or authority and that no statutory claims or demands or attachment or prohibitory order made by taxation authority or any other Govt. body or authority or authorities.

16. That the DEVELOPER SECOND PARTY shall develop the said property in the name of his proprietor as follows;

- In the property measuring 0.0431 Acre there shall be a separate building of G + 4 and further floors subject to sanction by the appropriate authorities i.e. Municipality and other authorities.

17. That all costs, charges and legal expenses incidental to this Development Agreement including stamp duty and registration charges of the conveyance or conveyances shall be borne by the Developers or its nominees.

  
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Proprietor

  
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18. That the Developer shall comply with the provisions of relevant laws, bye laws, rules and regulations and shall always keep the OWNER absolutely indemnified and harmless against the action, claims and demands whatsoever.

19. That the Developer shall provide for all civil, electrical, plumbing and sanitary works including installation of overhead tank, provision of water supply, house pumps, house service lifts, drainage, internal passage, sewerage, etc. as per specifications and identified set out in the plan approved by development authority or Municipality. But such specifications will be finally decided by the architect as per requirement of the building;

20. As it is necessary to arrange fund for completing the project and the OWNER have agreed to mortgage the landed properties as in schedule below by deposit of title deeds in favour of the financing bank or financial institution from which finances is to be taken and for that purpose the OWNER FIRST PARTY have empowered the DEVELOPER SECOND PARTY by a registered power of Attorney to do all such acts of depositing title deeds to create mortgage and to take finance in the name of the firm and also undertake liability to pay sum along with interest and costs in full. In no case the OWNER shall be made liable for the dues of the firm on account of the loan taken by them. In all cases the OWNER FIRST PARTY shall get the flats as agreed upon in total finished condition. After completion of dues at Bank/Financer. The original deeds will be kept under the owner's custody. In case of failure to clear up the dues of the Bank, the Developer undertakes to indemnify the owner regarding his payment of money and also by providing his allocations elsewhere and in such circumstances the DEVELOPER SECOND PARTY shall be at liberty to deal with the entire property with the bank or others irrespective of his allocation.

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 M/S SINGH ASSOCIATE  
 Proprietor

*Priyali Nandy*

21. The DEVELOPER SECOND PARTY has been empowered to enter into the premises, to pull down the existing structures, remove garbage, earth, and start construction as per sanctioned plan. DEVELOPER SECOND PARTY and their men shall be able to stay in the premises by making sheds for completing the work after getting the premises in vacant position;

22. That the OWNER shall execute & register power of Attorney to do all the works to complete the construction and to sell out the units but in case of necessity the OWNER FIRST PARTY shall execute further deed and documents in favour of the DEVELOPER SECOND PARTY as may be found necessary;

23. The OWNER FIRST PARTY shall always remain liable to execute and/or register appropriate documents for effective implementation of the work/project.

24. That the OWNER FIRST PARTY and the DEVELOPER SECOND PARTY have agreed upon the specification and construction of the proposed new building as described in schedule below;

25. That subject to the provision of this present the OWNER FIRST PARTY hereby grants to the DEVELOPER SECOND PARTY exclusive right to build and construct a multistoried, commercial cum residential building upon the land as mentioned in the Schedule below as per sanctioned plan;

26. That the Developer shall be entitled to vary or modify the said Plan of construction subject to sanction of such modified plan by the appropriate authorities;

27. That there shall be a timeframe of 36 months from the date of approval of final plan for construction by the civic authority and competent authority and the appropriate authority. Such timeframe may be extended up to 6 months further;

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28. That the above-mentioned timeframe shall be subject to force majeure;

29. That the instant Agreement is irrevocable and the Owner shall not be able to revoke the same unilaterally and the same can be cancelled only with the consent of both the parties i.e. mutually;

30. That the Developer shall have the exclusive prerogative to choose prospective buyers and to fix the price of the units and to fix the terms and conditions;

31. That the OWNER shall be liable to clear up all the dues of rents and taxes etc. in respect of the instant property till delivery of possession of the premises and property to the Developers;

32. That the OWNER do hereby agree that they will not do anything which will prejudicially affect the right of the Developer in peaceful completion of the building and in selling out the same to the prospective buyers;

33. That after completion of the building, the Developer and the OWNER along with the new purchasers shall form an OWNER Association and a Society as per law to be formed by the purchasers and the Developer. The control and management of the building shall be handed over to the said Society/ Association;

34. That the Developer hereby agree that they will keep the OWNER indemnified against all third party claims or actions arising out of any act or omission on the part of the Developer or its agent or men;

35. That the instant Agreement has been executed purely on Principal to Principal basis and nothing contained in these presents shall be construed as Partnership business or agreement or joint venture between the OWNER AND THE DEVELOPERS;

36. That it is hereby clearly understood that the developer by virtue of these presents shall acquire all rights, title or interest in the Suit property consequent upon the OWNER handing over the complete

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 H/S SINGH ASSOCIATE  
 Proprietor

*Piyali Wandy*

possession of the said property to the developers subject to the condition that the proposed building and the disposal of the units shall be done in times of the present agreement and without any hindrance from the part of the OWNER or their agents or men or anybody claiming under them;

37. That the OWNER shall not object to any construction or laying of drainage water pipes or cables or other provisions made in accordance with the law and scheme of construction of the said building. The drinking water and other water for the household use will be provided with the deep tube well or from Municipal sources for the Complex. All such provisions shall be constructed within the project area and not outside the project area or over the vacant land, if any remains, outside the project areas;

38. That during the period of construction the DEVELOPER SECOND PARTY shall provide rented accommodation to the OWNER FIRST PARTY for his residence. The DEVELOPER SECOND PARTY shall bear the rent there in the entire period till completion of construction.

39. Each term of this agreement will form the consideration of the other;

40. That the OWNER FIRST PARTY will hand over the copy of following documents to the developer in respect of the properties as in schedule below :

- i) All Title Deeds along with Chain Deeds
- ii) All Mutation Certificates and Receipts.
- iii) All Rent Receipts and Tax Receipts.
- iv) All R.O.R.
- v) All other connected papers in connection with the instant property as in Schedule below.

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Proprietor

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41. That in case of any dispute or difference arises relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or any matter whatsoever arising out of this Development Agreement, such differences and disputes shall be referred to the Arbitration of two Arbitrators each to be appointed by the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996.

42. That only the Court at Midnapore within District Paschim Medinipur shall have the exclusive jurisdiction to try any legal dispute in between the parties.

43. That the original Development Agreement shall remain with the Developer.

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M/S. SINGH ASSOCIATE  
Proprietor



#### SCHEDULE- 'I'

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

Within Dist.- Paschim Medinipur, P.S.- Kotwali,

Mouza- Bibiganj, J.L. No.180

L.R. Khatian Nos. -1500/1, 1133, 1100, 1596/1,

New L.R.Khatian no- 3077,

<u>L.R. Plot Nos.</u>	<u>Area (acre)</u>
952	0.0131
953	0.0300

Total - 0.0431 Acre

Priyali wandy

Butted and Bounded –

North – Plot no 752 &amp; 749.

South – 19Fit Mattel Road.

East – Passage.

West – Plot no 451.

Shown specifically in the map annexed



M/S. SINGH ASSOCIATES  
Proprietor

**SCHEDULE- 'II'**  
**OWNER'S ALLOCATION**

- In the property measuring 0.0431 Acre there shall be a separate building. In that Building the OWNER shall get 2 Flats in the 3<sup>rd</sup> Floor till G+4 Floors. If further floors are constructed over G+4 floors then OWNER will get one further flat in respect of those upper floors.
- In the property measuring 0.0431 Acre If there is no construction of G+4 then OWNER will get One Flat more or lace 800 sq.fit(super buildup) & Rs. 10,00,000/-.

**SPECIFICATION OF BUILDINGS TO BE CONSTRUCTED****(Nature of construction and fitting to the Flat)**

1. **Foundation** : R.C.C Column and pedestal with both in foundation and in plinth
2. **Structure** : Reinforced cement concrete framed structure with R. C. C. columns, Beams and Slabs. R.C.C. framed structure with 10"outside and 5" inside brick wall with plaster.



Priyali Manday

2. **Flooring** : Entire floor are finished with Vitrified Tiles.
3. **Toilet & Bath** : Semi glazed tile flooring with Glazed Tiles upto ceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian Pan. Concealed pipeline.
4. **Kitchen** : Vitrified Tiles, Granite stone gas table top (cooking table), Glazed tiles upto the height upto ceiling from the table top level around the wall. 1 (One) Water Point with concealed pipeline.
5. **Electrical wiring** : Concealed Electrical wiring in each room. hall, kitchen, bath and privy, verandah, etc four electric points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath room, one point in main gate, one power points of 15 ampere in hall.
6. **Door & Windows** : Flush door (Commercial) with fittings and wood primer finish, Aluminium window fitted with M.S. grill and glass panes one in each room.
7. **Grill** : Outside window grill covered by 4 mm. square bar box type or other type of design
8. **Stair** : Marble finish
9. **Stair Railing** : Steel square bar
10. **Lift** : 4/6 passenger lift of good quality (Branded)
11. **Painting of walls** : Internal walls and ceiling shall have wall putty finish
12. **Electrical equipments** : All electrical fitting of ISI mark with shock proof

Riyali Sandy


  
 M/S. SINGH ASSOCIATE  
 Proprietor

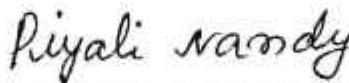
13. Overhead tank : Overhead tank should be provide on the roof of stair along with CPVC Pipeline

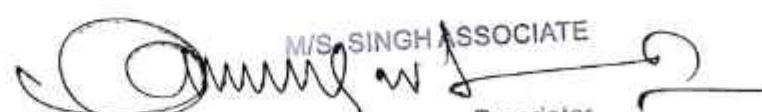
14. Water : 24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.

15. Plaster : Putty finished inside walls and weather coat finished outside walls.

15. Other : Electrical wiring and switches, electrical fitting like tube light in common areas.

In witness whereof we, the Parties, do hereby subscribe our hands and seals on the 5th day of April, 2023 in physically fit and mentally alert condition.

  
**Signature of the OWNER FIRST PARTY**

  
**Signatures of the DEVELOPER**  
**SECOND PARTY**



M/S. SINGH ASSOCIATE  
Proprietor  
R. Singh  
G.

**Signatures of the witnesses**

1.

Ramkanta Ghosh  
S/o Chander Sekher Ghosh  
Surbhi,  
Mirzapur  
Panbari

2.

Syed Nandy.  
S/o. H. Mumtaz Nabi Nandy.  
Choto-Bazar, Midnapore.

Drafted by- Syed Naseer Ali

Syed Naseer Ali  
M.A., L.L.B., B.Ed., Kovid.  
Advocate  
Mirzabazar, Midnapur

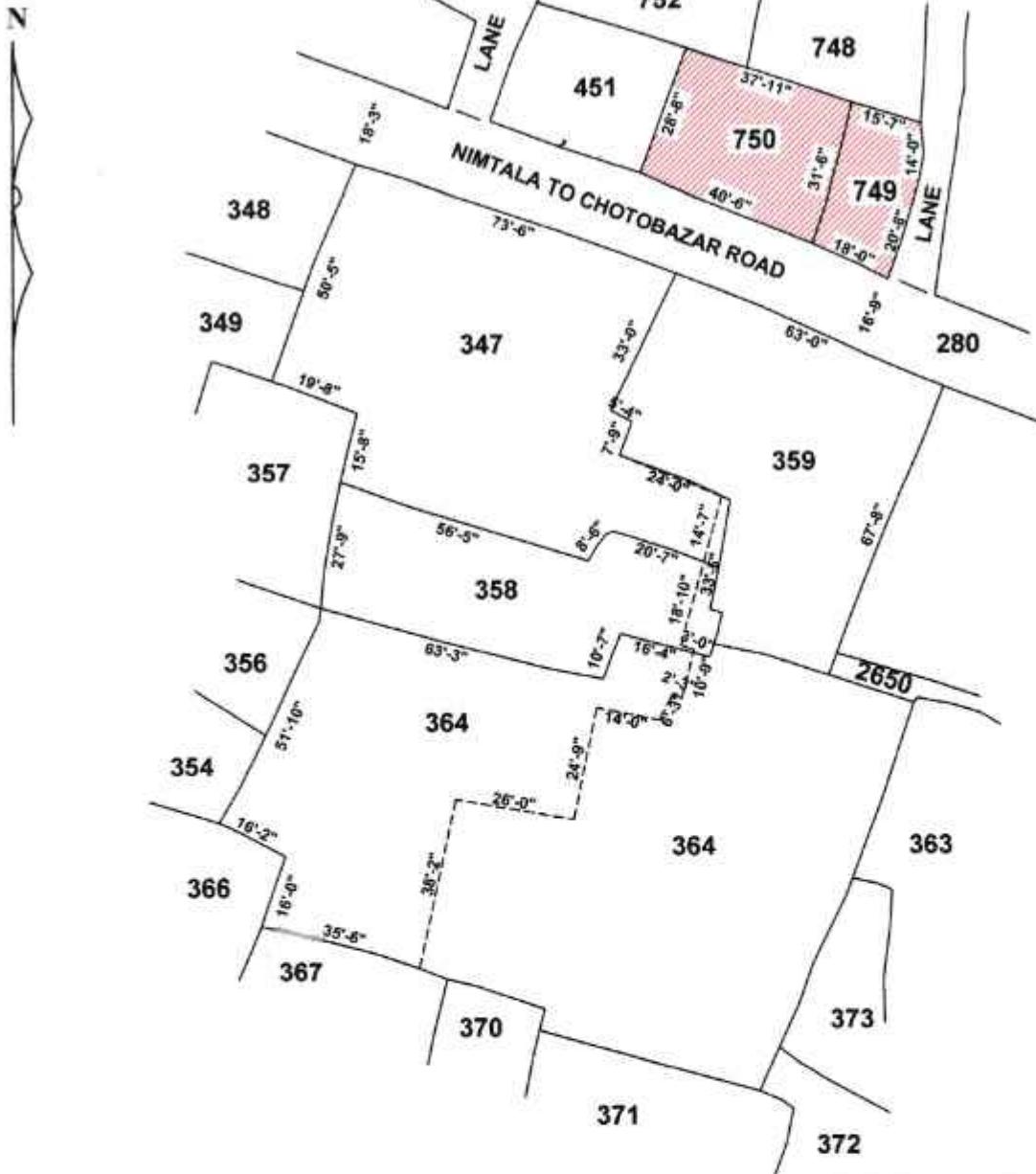
Regd No.-F1081/1853 of 1981

Type by-

Ramkanta Ghosh

Riyali Nandy

This deed made by 1 stamp paper & 21 demy paper & 2 witness.



M/S. SINGH ASSOCIATE

Proprietor

Piyali Nandy

## DETAILS OF THE LAND FOR DEVELOPER AGREEMENT (AS PER FIELD)

LAND AGREEMENT BETWEEN	R.S. PLOT NO.	L.R. PLOT NO.	AREA OF THE LAND		MARK
			SQ.FT.	ACRE	
M/S. SINGH ASSOCIATE, PROPRIETARY OF SRI ANUP KUMAR SINGH, S/O- LATE SURENDRANATH SINGH, OFFICE AT- ABHILASHA RESIDENCY, GROUND FLOOR, NEAR SARASWATI SISHU MONDIR SCHOOL, P-9, SARATPALLY, P.O. & P.S.- MDINAPORE, DIST.- PASCHIM MEDINIPUR, 721101 AND SMT. PIYALI NANDY, W/O- SRI SWARAJ NANDY, AT- CHHOTOBAZAR, P.O.+P.S.- MIDNAPORE, DIST.- PASCHIM MEDINIPUR, PIN.- 721101	749 (F)	952 (F)	570.64	0.0131	
	750 (F)	953 (F)	1306.80	0.0300	
TOTAL			1877.44	0.0431	

DRAWN BY :- (AS DIRECTED )

*P. Sahoo*  
PRASENJIT SAHOO  
(Surveyor)

Dhama, Laldighi (East)  
Paschim Medinipur

Pin. No. 721101  
Mob. 7672951009

( )

Left Hand Finger Impression -



Right Hand Finger Impression -



SIGNATURE

*Piyali Nandy*

Left Hand Finger Impression -



Right Hand Finger Impression -



SIGNATURE

M/S. SINGH ASSOCIATE

*Amul W*  
Proprietor



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



2-1020/2023

**GRN Details**

<b>GRN:</b>	192023240006117998	<b>Payment Mode:</b>	SBI Epay
<b>GRN Date:</b>	05/04/2023 14:03:09	<b>Bank/Gateway:</b>	SBIEPay Payment Gateway
<b>BRN :</b>	8936785864026	<b>BRN Date:</b>	05/04/2023 14:03:31
<b>Gateway Ref ID:</b>	IGAPJYQBC4	<b>Method:</b>	State Bank of India NB
<b>GRIPS Payment ID:</b>	050420232000611797	<b>Payment Init. Date:</b>	05/04/2023 14:03:09
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2000882237/5/2023

[Query No/\*Query Year]

**Depositor Details**

<b>Depositor's Name:</b>	Mr Anup Kumar Singh
<b>Address:</b>	Saratpally
<b>Mobile:</b>	9733748704
<b>Period From (dd/mm/yyyy):</b>	05/04/2023
<b>Period To (dd/mm/yyyy):</b>	05/04/2023
<b>Payment Ref ID:</b>	2000882237/5/2023
<b>Dept Ref ID/DRN:</b>	2000882237/5/2023

**Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000882237/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2000882237/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
<b>Total</b>				<b>5041</b>

IN WORDS: **FIVE THOUSAND FORTY ONE ONLY.**

### Major Information of the Deed

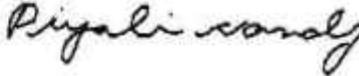
<b>Deed No :</b>	I-1003-01020/2023	<b>Date of Registration</b>	05/04/2023
<b>Query No / Year</b>	1003-2000882237/2023	<b>Office where deed is registered</b>	
<b>Query Date</b>	04/04/2023 9:02:53 PM	A.D.S.R. MIDNAPORE, District: Paschim Midnapore	
<b>Applicant Name, Address &amp; Other Details</b>	Chandra Sekhar Ghosh Midnapore, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 8597613063, Status : Deed Writer		
<b>Transaction</b>	<b>Additional Transaction</b>		
<b>[0110] Sale, Development Agreement or Construction agreement</b>		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
<b>Set Forth value</b>		<b>Market Value</b>	
Rs. 4,00,000/-		Rs. 62,65,376/-	
<b>Stampduty Paid(SD)</b>		<b>Registration Fee Paid</b>	
Rs. 10,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
<b>Remarks</b>	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### **Land Details :**

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Bibiganja, JI No: 180, Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-952 (RS :-749 )	LR-3077	Commercial	Vastu	1.31 Dec	1,00,000/-	19,04,325/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L2	LR-953 (RS :-750 )	LR-3077	Commercial	Vastu	3 Dec	3,00,000/-	43,61,051/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					4.31Dec	4,00,000 /-	62,65,376 /-	
<b>Grand Total :</b>					4.31Dec	4,00,000 /-	62,65,376 /-	

' and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Smt Piyali Nandy, (Alias: Smt Piyali Dey Nandy) (Presentant )</b> Wife of Shri Swaraj Nandy Executed by: Self, Date of Execution: 05/04/2023 , Admitted by: Self, Date of Admission: 05/04/2023 ,Place : Office			
		05/04/2023	LTI 05/04/2023	05/04/2023
Chhotobazar, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: aqxxxxxx8p,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/04/2023 , Admitted by: Self, Date of Admission: 05/04/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SINGH ASSOCIATE</b> Saratpally, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 , PAN No.: CBxxxxxx4L,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
	<b>Shri Anup Kumar Singh</b> Son of Late Surendra Nath Singh Date of Execution - 05/04/2023, , Admitted by: Self, Date of Admission: 05/04/2023, Place of Admission of Execution: Office			
		Apr 5 2023 2:31PM	LTI 05/04/2023	05/04/2023
A/10, Saratpally, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: cbxxxxxx4L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SINGH ASSOCIATE				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Pijus Kanti Ghosh</b> Son of Shri Chandra Sekhar Ghosh Sekhpura, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101			
	05/04/2023	05/04/2023	05/04/2023
Identifier Of Smt Piyali Nandy, Shri Anup Kumar Singh			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt Piyali Nandy	SINGH ASSOCIATE-1.31 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Smt Piyali Nandy	SINGH ASSOCIATE-3 Dec

**Land Details as per Land Record**

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Bibiganja, JI No: 180, Pin Code : 721101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 952, LR Khatian No:- 3077	Owner: পিয়ালি নন্দী, Gurdian: শ্রীমান , Address: নিম্ন পুরুষ পার্ক, Classification: বালু, Area: 0.01310000 Acre,	Smt Piyali Nandy
L2	LR Plot No:- 953, LR Khatian No:- 3077	Owner: পিয়ালি নন্দী, Gurdian: শ্রীমান , Address: নিম্ন পুরুষ পার্ক, Classification: বালু, Area: 0.03000000 Acre,	Smt Piyali Nandy

**On 05-04-2023**

**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 13:36 hrs on 05-04-2023, at the Office of the A.D.S.R. MIDNAPORE by Smt Piyali Nandy Alias Smt Piyali Dey Nandy, 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 62,65,376/-

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

Execution is admitted on 05/04/2023 by Smt Piyali Nandy, Alias Smt Piyali Dey Nandy, Wife of Shri Swaraj Nandy, Chhotobazar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession House wife

Indetified by Shri Pijus Kanti Ghosh, , Son of Shri Chandra Sekhar Ghosh, Sekhpura, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Christian, by profession Business

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

Execution is admitted on 05-04-2023 by Shri Anup Kumar Singh,

Indetified by Shri Pijus Kanti Ghosh, , Son of Shri Chandra Sekhar Ghosh, Sekhpura, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Christian, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/04/2023 2:03PM with Govt. Ref. No: 192023240006117998 on 05-04-2023, Amount Rs: 21/-, Bank: SBI EPay ( SBEPay), Ref. No. 8936785864026 on 05-04-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 138, Amount: Rs.5,000.00/-, Date of Purchase: 05/04/2023, Vendor name: Soumen Kr Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/04/2023 2:03PM with Govt. Ref. No: 192023240006117998 on 05-04-2023, Amount Rs: 5,020/-, Bank: SBI EPay ( SBEPay), Ref. No. 8936785864026 on 05-04-2023, Head of Account 0030-02-103-003-02



Ashim Das

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1003-2023, Page from 20714 to 20744

being No 100301020 for the year 2023.



Digitally signed by ASHIM DAS  
Date: 2023.04.06 14:21:11 +05:30  
Reason: Digital Signing of Deed.

(Ashim Das) 2023/04/06 02:21:11 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)