

15632/2021

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14/207/21

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000
पाँच हजार रुपये

Rs.5000
FIVE THOUSAND RUPEES



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

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Additional ... of
Assurance ... data
2021

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is made on this 2nd day of December, 2021

BETWEEN

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(2)

1) KAUSIK PANDA(PAN AFXPP4477Q), Son of Sri Digambar Panda, by faith Hindu, by occupation Business, by Nationality Indian, resident of 134/2, Thakur Bati Street, P.O. & P.S. Serampore, Dist Hooghly, Pin 712201, West Bengal,

2) MAHUA CHATTERJEE(PAN ALEPC8654R), Daughter of Sri Surendra Nath Dey, by faith Hindu, by occupation self-employed, by Nationality Indian, resident of 101/C, Rajib Gandhi Road, P.O. Konnagar, P.S. Uttarpara, Dist Hooghly, Pin 712235, West Bengal,

hereinafter called 'THE OWNERS' (which term or expressions shall mean unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives, successors and assigns) of the FIRST PART.

AND

M/S UNANIMOUS CONSTRUCTION PRIVATE LTD (PAN AACCU2356E) a private Limited Company duly incorporated under the Companies Act having its registered office at 134/2, Thakur Bati Street, P.O. & P.S. Serampore, Dist Hooghly, Pin 712201, West Bengal, Represents by its authorised director namely- SRI KAUSIK PANDA (PAN AFXPP4477Q), Son of Sri Digambar Panda, by faith Hindu, by occupation business, residing at 134/2, Thakur Bati Street, P.O. & P.S. Serampore, Dist. Hooghly, Pin. 712201, West Bengal, hereinafter called THE DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, successors in office and assigns) of the SECOND PART.

(3)

WHEREAS, ALL THAT a piece and parcel of Bastu Land measuring about more or less 0.110 Acre together with a pucca two storied old building standing thereon, lying in Mouja Chandannagar, Sheet no 15, J.L No. 1, Touji no 11, Pargana Samil Bore, comprised in C.S & R.S. Dag no 59, under R.S. Khatian no. 31, corresponding L.R Dag no 87, under L.R Khatian no 305, being Holding no 768(old no 695), J.N.Sur Road, Chandannagar, Hooghly, within the ambit of Chandannagar, Municipal Corporation, A.D.S.R office at Chandannagar, P.O. Chandannagar, P.S. Chandannagar, Dist Hooghly, originally belonged to one Krishna Kumar Dutta, Son of Late Sashibhushan Dutta, now deceased.

AND-WHEREAS, during lifetime, the said Krishna Kumar Dutta, Son of Late Sashibhushan Dutta, peacefully possessed and enjoyed the property and erected a two storied residential building measuring covered area more or less 1400 sq.ft on the Ground floor and covered area measuring more or less 1243 sq.ft on the 1st floor on the Bastu land measuring 0.110 Acre, being old holding no 695 J.N.Sur Road and he mutated his name in Chandannagar Municipal Corporation and recorded his name in record of Rights in B.L.& L.R.O department and paying taxes in Chandannagar Municipal Corporation and paying rents in B.L.& L.R.O department, Chandannagar.

AND-WHEREAS, while enjoying the aforesaid property, said Krishna Kumar Dutta, executed a Deed of ~~gift~~ ~~settlement~~ settlement and trust, in favour of his elder son Sri Ranajit Kumar Dutta Alias Ranjit

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Kumar Dutta and in favour of his youngest son Sri Sujit Kumar Dutta. And the said Krishna Kumar Dutta, appointed his wife namely Smt Mrinalini Dutta, as the trustee. This said Deed was executed on 30/11/1984 and registered in Book no 1, Volume no 27, pages 381 to 387, being Deed no 1727/1985, executed in the office of A.R.A-III Kolkata.

AND-WHEREAS, the said Krishna Kumar Dutta, hereby declared in the said Settlement Deed that his wife Smt Mrinalini Dutta, only could live and look after the settlement Deed property till to her death but she would not have any right, title and interest and claim over the property and be it stated here that, according to the said settlement Deed, after the death of the said Krishna Kumar Dutta, the property will be allocated to Sri Ranajit Kumar Dutta Alias Ranjit Kumar Dutta and Sri Sujit Kumar Dutta and after the death of said Mrinalini Dutta, the Trustee, therein the Trust would be revoked automatically and the said Sri Ranajit Kumar Dutta Alias Ranjit Kumar Dutta and Sri Sujit Kumar Dutta would have every right, title, interest & possession over the said property.

AND-WHEREAS, the said Krishna Kumar Dutta, died on 07/01/2003 and Smt Mrinalini Dutta died on 09/01/2008. And after the demise of Krishna Kumar Dutta and Smt Mrinalini Dutta, Sri Ranajit Kumar Dutta Alias Ranjit Kumar Dutta becomes the absolute owner of the Bastu land measuring 03 ka 12 ch 30 sq.ft with two storied building covered area measuring 200 sq.ft on the ground floor and covered area measuring 200 sq.ft on the 1st Floor and Sri

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Sujit Kumar Dutta becomes the owner of Bastu land measuring 02 ka 14 ch 18 sq.ft with two storied building covered area measuring 1200 sq.ft on the Ground floor and 1043 sq.ft on the 1st floor.

A N D -W H E R E A S, Sri Sujit Kumar Dutta, and his elder brother Sri Ranajit Kumar Dutta Alias Sri Ranjit Kumar Dutta executed a Deed of Declaration on 15/02/2021, at the Office of DSR 1, Chhinsurah Hooghly, being Deed no 060101428/2021, registered in Book no 1, Volume no 0601-2021, pages 40823 to 40845.

W H E R E A S, Sri Ranajit Kumar Dutta Alias Sri Ranjit Kumar Dutta became the absolute owner & possessor of the Bastu land measuring 03 ka 12 ch 30 sq.ft more or less along with building covered area measuring more or less 200 sq.ft on the Ground Floor and covered area measuring 200 sq.ft on the 1st floor old structure having cement floor having all right, title & interest and he has all rights to use the common passage, and the property is free from all encumbrances lying in Mouja Chandannagar, Sheet no 15, J.L No. 1, Touji no 11, Pargana Samil Bore, comprised in C.S & R.S. Dag no 59, under R.S. Khatian no. 31, corresponding L.R Dag no 87, under L.R Khatian no 305, being Holding no 768(old no 695), J.N.Sur Road, Chandannagar, Municipal Corporation, ward no 13, A.D.S.R office at Chandannagar, P.O. Chandannagar, P.S. Chandannagar, Dist Hooghly, within the ambit of Chandannagar.

A N D -W H E R E A S, Sri Ranajit Kumar Dutta Alias Sri Ranjit Kumar Dutta transferred the Bastu land measuring 03 ka 12 ch 30 sq.ft more or less along with building covered area measuring more or less 200 sq.ft on the Ground Floor and covered area measuring 200 sq.ft on the 1st floor old structure having cement floor more fully and specifically described in the 'A' Schedule hereunder in favour of the present owners herein by virtue of a registered Deed of Sale

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being no 190303396/2021(Registered in Book -I, Volume no 1903-2021, pages from 159294 to 159322) executed at A.R.A.III Kolkata.

AND -WHEREAS, the present owners become the joint owners of Bastu land measuring 03 ka 12 ch 30 sq.ft more or less along with building covered area measuring more or less 200 sq.ft on the Ground Floor and covered area measuring 200 sq.ft on the 1st floor old structure having cement floor more fully and specifically described in the 'A' Schedule hereunder and the present owners have absolute right, title, interest & possession over the 'A' Scheduled property by paying taxes & rents regularly and they have all rights to use the common passage, and the property is free from all encumbrances lying in Mouja Chandannagar, Sheet no 15, J.L No. 1, Touji no 11, Pargana Samil Bore, comprised in C.S & R.S. Dag no 59, under R.S. Khatian no. 31, corresponding L.R Dag no 87, under new LR Khatian no 2910, 2911, being new Holding no 768/A, J.N.Sur Road, Chandannagar, Municipal Corporation, ward no 13, A.D.S.R office at Chandannagar, P.O. Chandannagar, P.S. Chandannagar, Dist Hooghly, within the ambit of Chandannagar.

AND- WHEREAS, the present Owners herein for better use and enjoyment of the said plot of land has decided to develop the said property upon construction of a G+4 building thereon by demolishing of the existing old pucca dwelling house standing thereon.

A N D- W H E R E A S, the owners not being equipped with the required man power, finance and technical knowledge to implement the said scheme of development has desired to appoint a developer who would be in a position to construct and complete the said G+4 building on the said plot of land more fully described in the Schedule 'A' here under written upon demolition of the existing pucca building standing there at with his own men, materials and resources

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in terms of the building plan to be prepared by the said Developer & sanctioned by Chandannagar Municipal Corporation.

AND- WHEREAS, having come to know the said proposal the Developer herein approached the Owners for awarding the work of development of the premises more fully described in the Schedule 'A' here under written to Developer and the Owners agreed and accepted the said proposal upon terms & conditions which are reduced to writing here under.

AND WHEREAS before execution of this Agreement the Owners have represented and assured the Developer as follows:-

- 1) That the said property is free from all encumbrances, charges, liens, Lis pendens, attachments, whatsoever and howsoever and no Court case is pending relating to and/or concerning title of the said property.
- 2) That excepting the Owners herein nobody has any right, title, interest, claim and demand whatsoever into or upon the said property or any part thereof.
- 3) That there is no notice of acquisition or requisition received or pending in respect of the said property as fully described in the Schedule 'A' here under written.
- 4) The Owners have declared to the Developer that the Owners have a marketable title in respect of the said land & including the said house situated thereon without any claim, right, title, interest of any person thereon or therein and the Owners have

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absolute right to enter into this Agreement with the Developer and the Owners hereby undertake to indemnify & keep the Developer indemnified against any third party's claim and demand whatsoever with regard to the title & ownership of the said property or any part or portion thereof.

- 5) The Owners agree to pay all outstanding municipal taxes dues & payable in respect of the said property till the date of execution of this Agreement.
- 6) The Developer shall be entitled to demolish the existing house standing on the said land within six(6) months to one(1) year from the date of execution of this Agreement, and shall be entitled to deal with or dispose of the old structure materials without any objection and/or interference from the Owners. The Developer shall be entitled to apportion the said proceeds of the old structure materials in the manner he likes and the Owners agrees to make over vacant and peaceful possession of the said premises to the Developer, at the time of demolishing the building. And the Developer will send a prior notice of one month in written to the Owner before demolishing the building and the Owner will pay the electric bills till to the month of vacating the possession of the 'A' Scheduled property and the Owners will disconnect the electric connection before handing over the possession to the Developer. The Developer will not provide any sifting charges to the Owner.

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- 7) The Owners shall soon after execution of this Agreement handover against accountable receipt all the documents of title in respect of the said premises in original to the Developer who shall return the same to the Owners upon completion of the building and execution of Deed of Conveyance in favour of the Society of the buyers of Flats/shops etc. of the Apartment.
- 8) The Developer hereby agrees & undertakes that the Developer shall keep these documents regarding the 'A' Scheduled property, in his custody and shall use those documents only for the purpose of satisfaction of the buyers of the flats pertaining to Developer's share in the matter obtaining loan from the banks and other financial institutions against verification of those original documents. The Developer shall not create any liability with the aid and assistance of those documents by way of mortgage or otherwise with the help of those documents.
- 9) The Owners declares that they have not entered into any Agreement either for Development or otherwise in respect of the said premises prior to execution of this Agreement.
- 10) That if the Developer will acquire any adjacent property of the 'A' Scheduled land, by way of sale or Development Agreement, the Owner will not claim any right or objections on that adjacent property of the 'A' Scheduled land.

(9)

11)The Developer shall not anyway create any liability on the Owners herein by creating any charge on the 'A' Scheduled property before any Bank, Financial institutions, Cooperatives, persons etc. for the purpose of obtaining loan or financial assistance or investments.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-

ARTICLE-1

1) THE PREMISES:- Shall mean ALL THAT piece and parcel of the land measuring 03 ka 12 ch 30 sq.ft more or less 'Bastu' land and along with building covered area measuring more or less 200 sq.ft on the Ground Floor and covered area measuring more or less 200 sq.ft on the 1st floor old structure having cement floor lying & situated at Mouja Chandannagar, Sheet no 15, J.L. no. 1, in Touji no 11, Pargana Samil Bore, comprising in C.S. and R.S. Dag no 59, R.S. Khatian no 31, corresponding to L.R. Dag no 87, new L.R. Khatian no 2910,2911, in P.S. Chandannagar, A.D.S.R. Chandannagar, holding no 768/A, J.N.Sur Road, Chandannagar, Hooghly, within the ambit of Chandannagar Municipal Corporation, in ward no 13, Dist.Hooghly.

2) BUILDING PLAN:- Shall mean such building plan to be sanctioned by Chandannagar Municipal Corporation, for construction of a straight G+4 building on the said plot of land as fully described in the Schedule 'A' here under written together with all its amendments & modifications as may be done from time to time. Initially plan has been sanctioned for G+4 building in Bastu land as more fully described in the Schedule 'A' below.

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3)OWNERS:- Shall mean KAUSIK PANDA & MAHUA CHATTERJEE, including their heirs, representatives, executors, administrators, successors and assigns.

4)DEVELOPER:- Shall mean M/S UNANIMOUS CONSTRUCTION PRIVATE LTD (PAN AACCU2356E) a private Limited Company duly incorporated under the Companies Act having its registered office at 134/2, Thakur Bati Street, P.O. & P.S. Serampore, Dist Hooghly, Pin 712201, West Bengal, Represents by its authorised director namely- SRI KAUSIK PANDA, including its respective heirs, representatives, executors, administrators, successors, successors in office and assigns.

5)BUILDING: - Shall mean the building(G+4) to be constructed at the aforesaid holding over the land mentioned in the Schedule 'A' herein under in accordance with the building plan sanctioned by the Chandannagar Municipal Corporation.

6)COMMON PURPOSE/S :- Shall mean and include the purpose/s of managing, maintaining protecting and up keeping the building and in particular the common areas, installations and facilities rendering common services to the flat holders, collection and disbursement of the common expenses and dealing with the matters of common interest of the Flat Owners.

7)FLAT/S /UNIT/S :- Shall mean the constructed area/s and or space/s in the building capable of being occupied and enjoyed independently.

(11)

8)ARCHITECT/S :-Shall mean and include such competent person or persons or the Firm or the Company whom the DEVELOPER may appoint from time to time as the Architect/s of the building.

(9)FLAT HOLDER/S :- According to its context shall mean and include the present, proposed and prospective Owner/s of other Flat/s, Unit/s, Apartment/s, shop/s and Commercial Office/s and open garages at the premises and/or on the building to be constructed at the said premises.

(10)COMMON AREAS & FACILITIES :- Shall mean and include the entrance, passages, stair ways, landing, and common installations comprised at the said building provided by the DEVELOPER and expressed and intended by the OWNER for the common use and enjoyment of the Flat Holders.

(11)SUPER BUILD UP AREA :- According to the subject or context shall mean (i) the built up area of Flat/s / Unit/s which shall include, inter alia, the area of the covered balconies if any attached thereto and also the thickness of the exterior and the interior walls thereof and columns and pillars therein provided that any wall or pillar is common between two Unit/s, Flat/s in that case one half of the area under such wall pillar and column shall be include in each such Unit/s and (ii) undivided proportionate share of common area/s and facilities both determined by the Owner herein and certified by the Architect/s of the building.

(12)OWNERS' ALLOCATIONS: - Shall mean 30% constructed super built-up area as per sanctioned plan on the 'A' Schedule property together with undivided proportionate share on the 'A' Schedule mentioned property.

(12)

(13)DEVELOPER'S ALLOCATIONS:- Shall mean 70% constructed super built up area as per sanctioned plan of the 'A' Schedule property, in the G+4 building TOGETHER WITH undivided proportionate share in the land TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fitting and fixtures subject to sanction of total Floor Area Ratio TOGETHER WITH right over the Roof for its maintenance & fixing up Overhead Tank with Water distribution line & other necessity of the building and TOGETHER WITH the proportionate right on the roof of the new additional Floor if any, upon the said G+4 storied building be constructed at the said premises subject to the permission and sanction by the Chandannagar Municipal Corporation.

(14)TRANSFER: - With its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as transfer of space in the G+4 storied building of the purchaser thereof.

(15)TRANSFeree: - Means the person/s, firm/s & company/ companies, association of persons to whom space/s in the building has been transferred.

(16)WARD IMPARTING: - Singular Number shall mean Plural number and vice verse.

ARTICLE-II

OWNERS' REPRESENTATION AND DECLARATION

The owners herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, dues and/or acquisition/ requisition whatsoever.

(13)

ARTICLE-III

DEVELOPER'S RIGHTS AND LIABILITIES

1)The Owners hereby grants subject to what has been hereinafter provided the exclusive right to the Developer herein to build, construct, erect and complete the said building comprising of the various sized Flat/s, Unit/s, Apartment/s, Shop/s, commercial office/s and open garages at the premises and/or on the building/s to be constructed at the premises both for the owners' allocation and for the developer's allocation and in order to sell the Flat/s, Unit/s, Apartment/s, Shop/s, Commercial Office/s and open garages at the premises and/or on the building to be constructed at the premises to the prospective buyers for their residential/commercial purpose by entering into Agreement for Sale and/or transfer and/or construction in respect of the Developer's Allocation in accordance with the Building Plan sanctioned by Chandannagar Municipal Corporation or modification, revision, amendment and/or alteration thereof.

2)The Developer shall be entitled to prepare, modify or alter the Building Plan/s and to submit the same to the appropriate authorities in the name of the Owners, the Developers shall pay and bear all the costs and expenses of the deeds including the Architect's Fees, charges and expenses required to be paid or deposited for the sanction of the Plan including the water and drainage from the Chandannagar Municipal Corporation or any appropriate authorities.

(14)

3) Nothing in these presents shall be construed as a demise or an assignment or transfer by the Owners of the said premises or any part thereof to the Developer's or creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to construct a new building upon the said premises with his own money and to deal with and sell dispose or transfer the new Flat/s, Unit/s, Apartment/s, Shop/s, Commercial Office/s at the premises comprised under the Developers' Allocation under these presents in the manner and subjects to the terms & conditions hereinafter stated.

4) During the course of construction of the said proposed building at the said premises any labour or worker meet with any accident such compensation shall be paid exclusively by the Developer herein and Criminal Proceedings if any shall be Developer's responsibility and liability and all expenses legal or otherwise shall be borne by the Developer herein.

5) The Developer herein shall make the payment of the taxes, rents, outgoings, ceases and others to the concerned authority and /or authorities after the date of execution of this Agreement.

ARTICLE- IV

(APARTMENT CONSIDERATION)

In consideration of the Owners having agreed to permit the Developer to erect, construct and complete the proposed building at the said premises and the right, authority and the privileges to sell

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the Flat/s, Unit/s, Apartment/s, Shop/s, Commercial Office/s and open garages of the Developer's Allocation.

The Developer agrees here under mentioned as follows:-

A) To obtain all the necessary permission required for the construction of the proposed G+4 storied building/s at the said premises at his own costs and expenses.

B) To pay all the costs, charges and expenses for the supervision of the development and construction of the Owners' allocation on the building at the premises.

C) To bear all the costs, charges and expenses for construction of the building including the finishing thereof.

ARTICLE -V

(OWNERS' OBLIGATION)

A) The Owners herein shall put the Developer herein in quit, vacant, peaceful Khas possession of the land comprised under the premises for starting construction of the work .

B) The Owners herein shall grant General Power of Attorney in favour of the Developer to facilitate the construction of the building and to receive the payment from Flat/ Space/s and others and to make Deed of Conveyance/s etc.

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C)The Owners are liable to provide the original deed with other relevant documents regarding the 'A' Scheduled property to the Developer at the time of execution of this agreement.

D)The Owners shall not share the expenses for bringing the electric connection at the said premises proportionately.

ARTICLE -VI

(DEVELOPER'S OBLIGATION)

PROVIDED HOWEVER THAT the Developer herein shall handover the possession to the prospective buyers after the Developer herein have handed over the Owners' Allocation to the Owner herein and comply with all other obligation on the part of the Developer herein under this agreement.

ARTICLE-VII

(CONSTRUCTION)

The Developer shall be solely and absolutely responsible for the construction of the said building and the Developer shall hand over a copy of the completion certificate to the owner on or before six months of delivery of possession of the Owners' allocation, which shall be delivered to the owner within 36 months from the date of the sanction of building plan by the appropriate authority except natural calamity, excessive high price of construction material or unfavourable market response.

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ARTICLE-VIII

(SPACE ALLOCATION)

The Developer herein shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or deal with or dispose of the same without any claim whatsoever by the Owners and the Owners shall not in any way disturb the quiet and peaceful possession of the Developer's allocation.

ARTICLE-IX

(BUILDING)

A)The Developer herein shall construct the building as per the sanctioned and approved revised, modified and/or altered plan with good, standard quality materials as may be specified by the Architect of the Developer herein. Such construction including the finishing works of the building shall be completed by the Developer herein within a period of 36 months from the date of Plan sanction and the same may be extended by the mutual consent to be settled between the parties, if necessary.

B)The Developer herein shall erect the said building at his own cost as per the specification and drawing provided by the Architect, pump, tube well, water storage, tanks, overhead reservoirs, electrification, permanent electric connections and until permanent electric connections is/are obtained, temporary electric connection shall be provided and other facilities as are required to be provided for in the residential building having self-contained flats which are to be sold to the prospective buyers including the Owners' allocation.

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C) The Developer herein shall be authorized in the name of the Owners in so far as a necessary to apply and obtain quota, entitlements and other allotments of or for cements, steel, bricks and other building materials and to similarly apply for and to obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the building and /or gas to the building and other facilities required for the construction of the building.

D) The Developer herein shall, at his own cost and expenses and without creating any financial or other liabilities on the Owners herein, complete the building as per the sanction plan and any amendment thereto or modification thereof made or caused to be made by the Developer.

D) All the costs for construction and completing the building inclusive the Owners' allocated portion charges and expenses including Architect's fees shall be paid discharged and borne by Developer and the Owners shall have no liability in this context.

F) The Developers shall provide at his own cost pipeline and water sewerage connection in the portion/s of the Owners' Allocation.

G) The Developer shall have no right to sell the share of Owners' Allocation.

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ARTICLE-X

(LEGAL PROCEEDING)

A) It is hereby expressly agreed by & between the parties hereto that it shall be the responsibility of the Developer as constituted Attorney of the Owners to defend all the actions, suits & proceeding which may arise in respect of the Development of the said Plot of land & all costs charges & expenses incurred for that purpose with the approval of the Owners shall be done, borne and paid by the Developer specified as may be required to be done by the Developer & for which the Developer may need the authority of the Owners' application & other documents may be required to be signed or made by the Owners' relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds matters and things that may be reasonably required to be done in the matter and the owner shall execute any Power of Attorney and/or authorization as may be required by the Developer herein for the purpose and the owner also undertakes to sign & execute all such additional writings & other documents as the case may be provided that all such acts deeds and things do not in any way infringe on the rights of the Owners herein and/or for against the spirit of the agreement.

B) Any notice required to be given by the Developer herein shall without prejudice to any other mode of service available demanded to have been served on the Owners & delivered by hand and duly acknowledge and shall likewise be deemed to have been served by registered post to the registered office of the Developer herein.

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C)The name of the building shall be mutually settled.

D)As and from the date of completion of the building the Developer herein and/or its transferees and the Owners and/or his transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their space.

ARTICLE-XI

(ARBITRATION)

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of the parties under the agreement the same shall be referred to the common arbitrator in case the parties herein agree to the same otherwise two arbitrators one to be appointed by each of the parties in dispute for the Arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modifications there under enforced and the decision of the said Arbitrator will be binding on both the parties and both the parties have no objection to the same in any manner whatsoever.

ARTICLE-XII

(FORCE MAJEURE)

The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, general strike, local lock down and /or any other act or omission beyond the reasonable control of the Developer.

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'A' SCHEDULE ABOVE REFERRED TO

ALL THAT the piece & parcel of the land measuring 03 ka 12 ch 30 sq.ft more or less Bastu land along with building covered area measuring more or less 200 sq.ft on the Ground Floor and covered area measuring more or less 200 sq.ft on the 1st floor old structure having cement floor lying & situated at Mouja Chandannagar, Sheet no 15, J.L. no. 1, in Touji no 11, Pargana Samil Bore, comprising in C.S. and R.S. Dag no 59, R.S. Khatian no 31, corresponding to L.R. Dag no 87, new L.R. Khatian no 2910, 2911, in P.S. Chandannagar, A.D.S.R. Chandannagar, new holding no 768/A, J.N.Sur Road, Chandannagar, Hooghly, within the ambit of Chandannagar Municipal Corporation, in ward no 13, in Dist Hooghly.

THIS PROPERTY IS BUTTED & BOUNDED BY:-

ON THE NORTH:- P/O Sri Sujit Kumar Dutta,

ON THE SOUTH:- Common passage,

ON THE EAST:- Common passage,

ON THE WEST:- P/O Shankar Singha,

B' SCHEDULE OWNWERS' ALLOCATION

Shall mean 30% constructed super built-up area as per sanctioned plan on the 'A' Schedule property together with undivided proportionate share on the 'A' Schedule mentioned property.

'C' SCHEDULE DEVELOPER'S ALLOCATION

WITHIN 'A' Schedule land the Developer shall get 70% constructed super built-up area as per sanctioned plan of the 'A' Schedule property, in the G+4 building TOGETHER WITH undivided proportionate share in the land TOGETHER WITH undivided proportionate share in the common parts and

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facilities and the same shall be constructed with sufficient modern fitting and fixtures subject to sanction of total Floor Area Ratio TOGETHER WITH right over the Roof for its maintenance & fixing up Overhead Tank with Water distribution line & other necessity of the building and TOGETHER WITH the proportionate right on the roof of the new additional Floor if any, upon the said G+4 storied building be constructed at the said premises subject to the permission and sanction by the Chandannagar Municipal Corporation.

THE SCHEDULE 'D' (COMMON PARTS/ COMMON AREAS)

(COMMON TO THE CO OWNERS OF THE BUILDING)

- 1) Main Entrance Gate, Passage from Main Entrance leading to the stair case. Open space on all sides of the building.
- 2) Staircase with railing, lighting, fixtures and windows and all its landings and the roof on the Top Floor and the Staircase room.
- 3) Water pump, water reservoir, overhead water reservoir Distribution pipes to different flats from overhead tank to the respective flats and from underground Reservoir to overhead tank.
- 3) Electrical wiring from ground floor to the individual flats respectively and switches, meter room, pump room, electrical wiring of staircase and switches and other electrical fittings in all common area of the building.

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5) Rain water pipes & Water & Sewerage evacuation pipes from the respective flats to the discharge points to the Municipal Road which is common for more than one/all the flats.

6) But such common part/ common portion shall not include any open and/or covered space for parking car if any as per sanctioned building plan or as decided by the Developer as car parking Space or otherwise in other areas of the building and save those which required for ingress & egress to & from the

THE CONSTRUCTION SCHEDULE 'E'

1) FOUNDATION:- R.C.C. foundation and framed structure ground to top floor 9' 6" height of each floor.

2) WALL:- Outer wall 8" thick, partition wall 5" thick and all inside wall will be finished with cement plaster and plaster of paris.

3) DOOR:- Frame of good quality sal wood and flush door by commercial plywood with standard local fittings. Toilet door make be PVC.

4) WINDOWS:- Sliding windows with glass fittings.

4) TOILET & SANITARY:- Toilet would be provided with Commode fittings and concealed water line and wash line by polythene pipe. As per requirements one exhaust fan point in each toilet.

(24)

6)WATER SUPPLY :- 24 hours water supply via overhead tanks from deep tube well.

7)ELECTRICAL WORK: Concealed wiring through the flat. One ceiling fan point, two light points and one plug point of 5 Amp. In each bed room. In drawing/dining room there shall one fan point, two light points and TV point and one fridge point. All other places there will be provisions for only one light point.

8)KITCHEN : Cooking counter by black stone & the top of the counter 3' height tiles to protect the oil spot.

9)FLOOR: All rooms lay with cast in Vitrified Tiles with 4" height skirting. Dado of toilet tiles would be covered by tiles up to door height.

10)The stair case shall be of Vitrified Tiles.

11)OUTSIDE WALL: Super Snowcem finish.

12)LIFT:- Lift facility will be available in the proposed building.

(25)

IN WITNESS WHEREOF the Parties herein have hereunto set and subscribed their respective hand on the day, month and the year first above written.

SIGNED, SEALED AND DELIVERED

In presence of the following :-

WITNESSES:-

1. Umresh Jesudara
10, Deyghad Len
Pats Serampore
Dis Hooghly

2. Santu Pal
Serampore, Hooghly.

Kannik Pundra
Mahua Chatterjee

(SIGNATURE OF OWNERS)

Kannik Pundra

(SIGNATURE OF DEVELOPER)

Drafted by me

Budelhaoleb Chakraborty

Advocate

F/2009/116











Serampore Court

Finger Prints Of Both Hands



Kamini Pruthi

photo

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
					L H F P
					



Mahua Chatterjee

photo

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
					L H F P
					



Kamini Pruthi

photo

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
					L H F P
					

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

L
H
F



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

GRN Details

GRN: 192021220126061461
GRN Date: 02/12/2021 09:19:49
BRN : IK0BKDNGC5
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 02/12/2021 09:12:54
Payment Ref. No: 2002497750/3/2021
[Query No*/Query Year]


Depositor Details

Depositor's Name: DILIP KR ROY
Address: JANAI
Mobile: 9002950715
Depositor Status: Others
Query No: 2002497750
Applicant's Name: Mr Mahuya Chatterjee
Identification No: 2002497750/3/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002497750/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2002497750/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	57
			Total	58

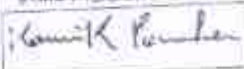
IN WORDS: FIFTY EIGHT ONLY.

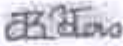
स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER
AFXPP4477Q


नाम / NAME
KAUSIK PANDA

पिता का नाम / FATHER'S NAME
DIGAMBAR PANDA

जन्म तिथि / DATE OF BIRTH
16-11-1972

हस्ताक्षर / SIGNATURE



 आयुक्त (संग्रह - १.४ - XI)
 COMMISSIONER OF INCOME-TAX, W.B. - XI

Kausik Panda

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले अधिकारी को सूचित / सूचना दे दें।
 संयुक्त आयकर आयुक्त (प्रणाली एवं तकनीकी),
 पी-7,
 चेम्सिंग्टन स्क्वार्, कोलकाता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical),
 P-7,
 Chemsinght Square,
 Calcutta- 700 069.


ভারত সরকার
Government of India


কৌসিক পাণ্ডা
Kausik Panda
পিতা : দিগম্বর পাণ্ডা
Father : Digambar Panda
জন্ম তারিখ / DOB : 18/11/1972
পুত্র / Male



3979 8240 8154

আপনার - সাধারণ মানুষের অধিকার

Kausik Panda


ভারতের একমাত্র জাতীয় চিহ্নিতকরণ
Unique Identification Authority of India

ঠিকানা:
134/2, ঠাকুরবাতি স্ট্রিট,
সেরামপুর, উত্তরবঙ্গ, উত্তরবঙ্গ,
হুগলী, পশ্চিমবঙ্গ, 712201

Address:
134/2, THAKURBATI STREET,
SERAMPORE, Serampore,
Serampore, Hooghly, West
Bengal, 712201

3979 8240 8154

 1947
1800 000 1947

 help@uidai.gov.in

 www.uidai.gov.in



Mahua Chatterjee



ভারত সরকার
Government of India

নাম: চট্টোপাধ্যায়

Mahua Chatterjee

পিতা: সুহৃৎ নাথ দে

Father: SUHENDRA NATH DEY

জন্ম বর্ষ: Year of Birth: 1977

সঙ্গীতা / Female



4908 8012 3522

- সাধারণ মানুষের অধিকার

Mahua Chatterjee



ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
3 বিদ্যাসাগর রোড, নবগ্রাম,
কলকাতা, উত্তরবঙ্গ, পশ্চিমবঙ্গ,
712246

Address
3 VIDYASAGAR ROAD,
Nabagram, Nabagram, Hooghly,
West Bengal, 712246

4908 8012 3522



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

भारत सरकार का
Permanent Account Number Card
AACCU2356E

UNANIMOUS CONSTRUCTION PRIVATE LIMITED

दिनांक / Date of Issue
17/04/2018



Kanish Pruthi



ভারত সরকার

Government of India

আপনার আধার আইডি/Enrollment No.: 1214/70054/05872

To
উমেশ জেস্বারা
Umesh Jeswara
S/O Surali Jeswara
10 Dey Ghat Lane
Serampore
Serampore Hujli
West Bengal 712201
9339316884



আপনার আধার সংখ্যা/ Your Aadhaar No.:

9480 0332 0376

আধার - সাধারণ মানুষের অধিকার

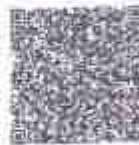


ভারত সরকার
GOVERNMENT OF INDIA



উমেশ জেস্বারা
Umesh Jeswara
জন্ম তারিখ / Year of Birth : 1978
পুরুষ / Male

9480 0332 0376



আধার - সাধারণ মানুষের অধিকার

Umesh Jeswara

Major Information of the Deed

Deed No :	I-1903-14209/2021	Date of Registration	02/12/2021
Query No / Year	1903-2002497750/2021	Office where deed is registered	
Query Date	01/12/2021 12:30:38 PM		1903-2002497750/2021
Applicant Name, Address & Other Details	Mahuya Chatterjee Serampore, Thana : Serampur, District : Hooghly, WEST BENGAL, Mobile No. : 9831473137, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property. Receipt (Rs : 0/-)		
Set Forth value	Market Value		
	Rs. 24,18,206/-		
Stampduty Paid(SD):	Registration Fee Paid		
Rs. 5,001/- (Article:48(g))	Rs. 141/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :


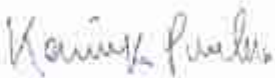


District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: J. N. Sur Road, Road Zone :
(Adjacent to Road – Adjacent to Road) , Mouza: Chandannagar Sit No-15, , Ward No: 13, Holding No:768/A JI No: 1,
Touzi No: 11 Pin Code : 712136

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-87 (RS :-59)	LR-2910	Bastu	Bastu	3,128 Dec		10,73,103/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	LR-87 (RS :-59)	LR-2911	Bastu	Bastu	3,128 Dec		10,73,103/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
TOTAL :					6.256Dec	0 /-	21,46,206 /-	
Grand Total :					6.256Dec	0 /-	21,46,206 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	0/-	2,70,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		400 sq ft	0 /-	2,70,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Kausik Panda Son of Shri. Digambar Panda Executed by: Self, Date of Execution: 02/12/2021 , Admitted by: Self, Date of Admission: 02/12/2021 ,Place : Office	 02/12/2021	 LTI 02/12/2021	 02/12/2021
134/2, Thakur Bati Street, City:- Not Specified, P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 02/12/2021 , Admitted by: Self, Date of Admission: 02/12/2021 ,Place : Office				
	Name	Photo	Finger Print	Signature
2	Mahua Chatterjee Daughter of Shri Surendra Nath Dey Executed by: Self, Date of Execution: 02/12/2021 , Admitted by: Self, Date of Admission: 02/12/2021 ,Place : Office	 02/12/2021	 LTI 02/12/2021	 02/12/2021
101/C, Rajib Gandhi Road, City:- Not Specified, P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ALxxxxxx4R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 02/12/2021 , Admitted by: Self, Date of Admission: 02/12/2021 ,Place : Office				



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	MS UNANIMOUS CONSTRUCTION PRIVATE LTD 134/2, Thakur Bati Street, City:- Not Specified, P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201 , PAN No.:: AAxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Kausik Panda (Presentant) Son of Shri Digambar Panda Date of Execution - 02/12/2021, , Admitted by: Self, Date of Admission: 02/12/2021, Place of Admission of Execution: Office	 Dec 2 2021 2:04PM	 LT 02/12/2021	 02/12/2021
134/2, Thakur Bati Street, City:- Not Specified, P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:- AFxxxxxx7Q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MS UNANIMOUS CONSTRUCTION PRIVATE LTD (as)				

Identifier Details :

Name	Photo	Finger Print	Signature
Umesh Jeswara Son of Surail Jeswara 10 Day Ghat Lane, City:- Not Specified, P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201	 02/12/2021	 02/12/2021	 02/12/2021
Identifier Of Kausik Panda, Mahua Chatterjee, Kausik Panda			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Kausik Panda	MS UNANIMOUS CONSTRUCTION PRIVATE LTD-3.128 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mahua Chatterjee	MS UNANIMOUS CONSTRUCTION PRIVATE LTD-3.128 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Kausik Panda	MS UNANIMOUS CONSTRUCTION PRIVATE LTD-200.00000000 Sq Ft
2	Mahua Chatterjee	MS UNANIMOUS CONSTRUCTION PRIVATE LTD-200.00000000 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: J. N. Sur Road, Road Zone :
(Adjacent to Road -- Adjacent to Road) , Mouza: Chandannagar Sit No-15, , Ward No: 13, Holding No:768/A JI No: 1,
Touzi No: 11 Pin Code : 712136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 87, LR Khatian No:- 2910	Owner:କେଶବ ପାଠା, Gurdian:ଶିବବର Address:ରାଜୁର ବାଜୀ ଝିଲ Classification:କଢ, Area:0.03200000 Acre,	Kausik Panda
L2	LR Plot No:- 87, LR Khatian No:- 2911	Owner:ମହା ଘଟେଇ, Gurdian:ଶୁଭେନ୍ଦ୍ର ନାଥ ଦା, Address:କାମାକ୍ଷୀ, Classification:କଢ, Area:0.03100000 Acre,	Mahua Chatterjee

Endorsement For Deed Number : I - 190314209 / 2021

On 02-12-2021

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 13:56 hrs on 02-12-2021, at the Office of the A.R.A. - III KOLKATA by Kausik Panda.,

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 24,16,206/-

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

Execution is admitted on 02/12/2021 by 1. Kausik Panda, Son of Shri Digambar Panda, 134/2, Thakur Bati Street, P.O. Serampore, Thana: Serampur, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by Profession Business, 2 Mahua Chatterjee, Daughter of Shri Surendra Nath Dey, 101/C, Rajib Gandhi Road, P.O: Konnagar, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by Profession Professionals

Indetified by Umesh Jeswara, Son of Surali Jeswara, 10 Dey Ghat Lane, P.O: Serampore, Thana: Serampur, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Business

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

Execution is admitted on 02-12-2021 by Kausik Panda, MS UNANIMOUS CONSTRUCTION PRIVATE LTD (Private Limited Company), 134/2, Thakur Bati Street, City:- Not Specified, P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201

Indetified by Umesh Jeswara, Son of Surali Jeswara, 10 Dey Ghat Lane, P.O: Serampore, Thana: Serampur, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 141/- (B = Rs 50/-, E = Rs 7/-, I = Rs 55/-, M (a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 57/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2021 9:20AM with Govt. Ref. No: 192021220126061461 on 02-12-2021, Amount Rs: 57/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BKDNGC5 on 02-12-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,001/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 1/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 149, Amount: Rs.5,000/-, Date of Purchase: 01/12/2021, Vendor name: Abhijit Bhat

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2021 9:20AM with Govt. Ref. No: 192021220126061461 on 02-12-2021, Amount Rs: 1/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BKDNGC5 on 02-12-2021, Head of Account 0030-02-103-003-02

Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 28956 to 28996

being No 190314209 for the year 2021.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2022.01.10 12:15:39 -08:00
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2022/01/10 12:15:39 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)