

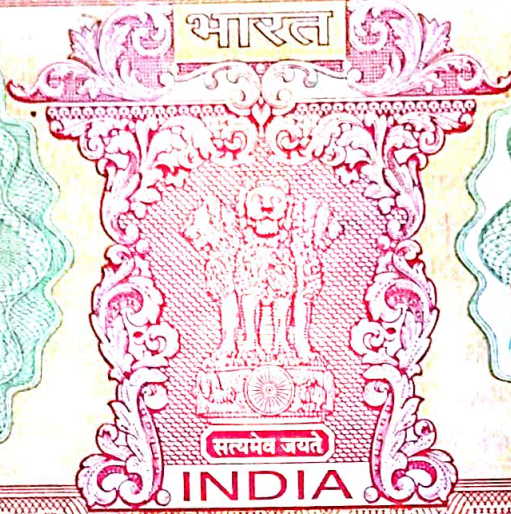
7425/2

1

D-7400

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

24/8/22 22044267/22
पश्चिम बंगाल WEST BENGAL

AE 513877

Certified that the Document is admitted to registration. The endorsement sheet attached with this document are the Part of this document

Addl. District Sub-Registrar
Asansol, Dist - Paschim Bardhaman

24 AUG 2022

GRN - 19 - 2022.23 - 010012437 - 8

E Query - 2002344267/2022

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS DEVELOPMENT & CONSTRUCTION AGREEMENT is made on this the 24th day of AUGUST, 2022, By :-

Army
(Adv) (10)

17

SHRI DEBABRATA GANGULY (PAN – ADPPG1262L), (AADHAR – 364592655588), s/o Late Hrishikesh Ganguly, citizenship - Indian, by faith - Hindu, by occupation – others, resident of – Usha Kiran, Shimultala, 01 no. Mohishila Colony, Asansol, P.S. – Asansol (South), Pin - 713303, P.O.- Asansol, District - Paschim Bardhaman, West Bengal, India; hereinafter called and referred to as the 'LAND OWNER' / "FIRST PARTY" (which expression shall unless excluded by or inconsistent with or repugnant to the context mean and include all his legal heirs, nominees, executors, administrators, representatives, successors and assigns) of the ONE PART.

AND

'UNIVERSAL CONSTRUCTION CO.' (PAN NO.- AADFU9050F) a Partnership Firm having its registered office at 'C/O Kabita Enterprise, S B Gorai Road, Near Ram Sayer Maidan, P.O.- Asansol, Pin - 713301, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner MR. AMIT KUMAR RAI (PAN NO. ARUPR1718F) S/o Shri Kailash Rai, resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District – Paschim Bardhaman, West Bengal, India, hereinafter called the "SECOND PARTY / DEVELOPER" (which expression shall mean and include all its successors-in-office, legal representatives, and assigns) of the OTHER PART.

WHEREAS Smt. Usharani Ganguly (since deceased), wife of Late Hrishikesh Ganguly was the absolute owner & possessor of the schedule mentioned property measuring 06 katha, comprised in or upon L.O.P. No.- 224 appertaining to C.S. Plot No.- 125 (P) corresponding to R.S. Plot no.- 249 corresponding to L.R. Plot No.- 246 within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), Police Station- Asansol (South), Dist. Paschim Bardhaman (previously District - Burdwan) by virtue of a Gift Deed executed by the Governor of the State of West Bengal on 12.10.1988 which stands registered as Deed No.- 0257 for the year 1988, duly noted in Book no.- I, Volume no.- III, Page from 1025 to 1028 and registered in the office of the Additional Dist. Registrar of Burdwan at Asansol and since such gift she & her family have been owning & possessing the schedule mentioned property openly, peacefully & uninterruptedly.

AND WHEREAS Hrishikesh Ganguly predeceased his wife as an intestate and Hindu.

AND WHEREAS while owning & possessing the said schedule 'A' property Smt. Usharani Ganguly (since deceased), wife of Late Hrishikesh Ganguly expired

(Am)

(Adw)

intestate and as Hindu on 08.08.1991 as per her Certificate of Death issued by Chairman Asansol Municipality bearing Registration no.- 602 & she has left the instant First Party/Landowner as her/their only legal heir & successor to inherit to their effects and estates in absolute share & proportions in accordance to the relevant provisions of the Hindu Succession Act, 1956.

AND WHEREAS while owning & possessing the said schedule 'A' property Smt. Usharani Ganguly raised & constructed a residential building as per sanctioned Building Plan in her name and also mutated her name in the Assessment register of A.M.C., being **Holding No.- 68/49**, under the local limits of **Ward no.- 18 / 86 (NEW)** of Asansol Municipal Corporation & had been paying Holding Tax regularly.

AND WHEREAS after the death of his father & mother respectively, the above named legal heir & successor became the total & absolute owner of the schedule property & he have been openly, peacefully & uninterruptedly & jointly owning & possessing the said below mentioned schedule property.

AND WHEREAS the above named First Party/Landowner became the absolute owner of the schedule property & he has been openly, peacefully & uninterruptedly & jointly owning & possessing the said below mentioned schedule property & have subsequently recorded & mutated his name in the L.R. Record of Rights at the office of S.D.L. & L.R.O. (E.P.-1), Asansol being **R.S. Plot no.- 249** corresponding to **L.R. Plot No.- 246** appertaining to **L.R. Khatian No.- 4537** within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), Police Station- Asansol (South), Dist. Paschim Bardhaman, measuring in total an area of 0.10 ACRES (more or less) & have been paying khajna/ground rent ever since to the Government of West Bengal..

AND WHEREAS in this circumstances the First Party is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the schedule below.

AND WHEREAS the Land owner/First Party intends to develop the schedule mentioned land for a G+IV multistoried building consisting of various commercial shop rooms, residential units & garages in the manner recorded below and whereas the Second Party herein is directly involved in the business of Real estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Land Owners the Developer has decided to develop the said Property on the terms and conditions mentioned herein.

AND WHEREAS the Land owner/First Party agreed to provide all sorts of assistance to the Second Party by signing all papers and documents including

(Army)
(Adv)

site plan and/or building plan as and when required, in the matter of erection of such multistoried building upon the schedule mentioned lands by the Second Party.

AND WHEREAS the Parties enter into this agreement on the following terms and conditions as mutually settled and decided between the parties which are to be strictly followed and observed by the parties.

AND WHEREAS in terms of such mutual agreement, the Landowner/First Party engaged the said "**UNIVERSAL CONSTRUCTION CO.**" a Partnership Firm, authorizing to erect the said G+IV multistoried building upon the said below mentioned schedule land at the costs and expenses of the Second Party/Developer.

AND WHEREAS with a view to enabling the said Firm to raise the said G+IV multistoried building it has become necessary for the First Party to execute this instant "Development & Construction Agreement" & for mutual convenience, appointing and constituting **SHRI AMIT KUMAR RAI**, son of Shri Kailash Rai resident of – 03 / F-03, 3rd Floor, Radhika Apartment, Simultala, 01 No. Mohishila Colony, P.O.- Asansol – 03, P.S. Asansol South, District – Paschim Bardhaman, West Bengal, representing the aforesaid Firm in his capacity as Partner AND as the First Party's true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on their behalf in the matter of raising the said G+IV multistoried building on the schedule mentioned land.

The First Party / Land owners has represented to the Developer inter alia as follows:--

- a) That the said property or any part thereof is not subject to any other mortgage, charges, lien, security and/or guarantee of any nature whatsoever.
- b) No notices have been issued by the Income-tax Authority nor any proceedings pending within the meaning and Section 281 of Income – tax Act, 1961 and there is no prohibitory upon the owner.
- c) No prohibitory orders have been issued by any other taxing or revenue authorities prohibiting the owners to deal with the said Property.
- d) There is no order of attachment or injunction order in respect of the said Property or any part thereof.
- e) The Owner's has clear and marketable title of the said Property.
- f) The said Property or any part thereof is at present not affected by any requisition or acquisition or any alignment by any authority or authorities under

(Amir)
(Adv)

any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owner.

g) That there are no subsisting agreement or arrangement to sell or otherwise for the said Property or any part thereof with anyone else and they have not executed any kind of Power of Attorney in favour of any third party to deal with the said Property or any part thereof.

h) The First Party/Vendor undertake and declare that he shall not enter into negotiations, commit, transfer, charge, mortgage, alienate or transfer possession of the Property to any third parties during the subsistence of this instant Deed.

i) That there are no pending liabilities, liens, charges or encumbrances with regard to the said Property including any government dues, which would affect the title of the First Party for the said Property.

j) The said Property has never belonged to any Schedule tribe.

k) The Owner has full power and absolute authority to enter into this Agreement.

NOW IT IS AGREED AND DECLARED:

1. The Parties hereby agree to execute the Project on the terms and conditions mentioned below.

OBLIGATION OF THE FIRST PARTY / LAND OWNER :

2. **MUTATION** :- The name of the Land Owner is already mutated in the records of the S.D.L. & L.R.O. (E.P.-1), Asansol in respect of the said schedule 'A' Property being L.R. Khatian No.- 4537 within Mouza - Asansol, J.L. no.- 035.

3. **BUILDING PLAN** :- The Building Plan shall be submitted by the first party/Land Owner to the Asansol Municipal Corporation for its sanction in favor of first party/Land Owner.

4. Finalising and preparing of the Building Plan in such a manner so that the maximum constructed area can be had for the Project and by involving the Developer in its preparation.

5. Obtaining all other necessary permissions statutorily required for sanctioning of the Building Plan Sanction and/or for executing the Project.

6. **CLASS/NATURE OF LAND** :- The nature of the land in the said Plot i.e. L.R. Plot no.- 246 has been converted into "Commercial Bastu" vide Conversion Case no.- CN/2022/2305/186, DATED – 02.03.2022 from the Office of S.R.O. – II In Charge, S.D.L & L.R.O., (E.P.-I), Asansol , Paschim Bardhaman.

Ammy
(Adv)

7. **POSSESSION** :- Immediately within 02 (two) days after executing this Agreement, the Owners shall hand over exclusive possession of the Said Property to the Developer (hereafter called the "Possession Date") and allow unhindered entry and or access to the Said Property to the men, servants and agents of the Developer there at, first for the purpose of measurement, soil testing and such other necessities connected with the Project, and thereafter for actually executing the Project.

8. The Owners shall not create any hindrances or obstruction to the Developer during the constructions of the Building/s or in execution of the Project. The Owner shall not, in any manner whatsoever charge, encumber or induct any third person in occupation of the Said Property or in any portion thereof or enter into any agreement relating to the property.

9. The Owner shall hand over the original copy of all DECREE, Order, title deeds, Link / chain deeds, legal heir certificates, khajana, parcha, Conversion, mutation, etc. related to the Said Property in their possession to the Developer and which will remain in its custody and will produce them as and when required to all concerns in connection with the Project.

10. Grant to the Developer or its designated authorized person or persons all such powers and authorities required for the peaceful & unhindered completion of the Project.

11. The Owner shall pay all rents, taxes, fees and/or outgoings that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to this Agreement or the Project to such person or authority entitled thereto up to the Date of handing over possession of Said Property to the Developer.

12. The Owner shall indemnify and keep the Developer saved, harmless and indemnified in respect of the title to the property and all actions, proceedings, fines, penalties and/or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual.

13. The Landowner hereby further declares that :-

- a) There is no agreement between the Owner and any other party except "UNIVERSAL CONSTRUCTION CO." a Partnership Firm represented by Shri Amit Kumar Rai, son of Shri Kailash Rai either for sale or for development and construction of housing complex and the said land is free from any encumbrance.
- b) Sec-202 of Indian contract Act will be taken into consideration in case of death of the First Party / Landowner.
- c) That land related dispute, if any, shall be resolved by the Land owner.
- d) That GST, stamp duty and registration fees in relation to the landowner's allocation, as morefully specified in Schedule B below, shall be borne by the Landowner himself.

Amit
(Add)

OBLIGATION OF THE SECOND PARTY / DEVELOPER:

14. Selecting and paying the remuneration of the Architect for preparation of the plan for the Project (hereafter the "Building Plan").
15. Paying and appointing engineers, Legal Professionals and other professionals for the unhindered completion of the Project.
16. Paying the proper & requisite fees for the sanction of the Building Plan to the Asansol Municipal Corporation.
17. Obtaining all clearances including without limitation from the Urban Land Ceiling department that are or may be required for obtaining sanction of the Building Plan but for which the Owner shall render all help and co-operation.
18. Constructing the Complex in strict conformity with the to-be Sanctioned Plan of A.M.C., with the best of materials as the Architect for the Project will decide from time to time, an indicative Specification is mentioned in Schedule - D, which may be altered/modified at the sole discretion of the Developer.
19. Purchasing various materials for the Project.
20. **COMPLETION:-** Completing the Complex and making the units inhabitable in all respects within **thirty six (36) months** from the date of sanction of the Building Plan by the competent Authority of A.M.C., *subject to Force Majeure and reasons beyond the control of the Developer* (hereafter the "Completion Date"). The said time of 36 months may be extended for 09 (nine) months at a time, till completion of the project, subject to satisfactory review of the work by the Land Owner/First Party. However the Developer shall be allowed additional grace period of **06 (Six) months** after completion of the above mentioned period for completion of the building for applying for the Occupancy Certificate to the competent Authority *subject to Force Majeure*.
21. The Land owners/ First Party member individually shall be liable to pay appropriate charges relating to water connection from A.M.C. & for electricity connection charges from WBSEDCL in respect to the "B' schedule property written hereunder, referred to as Land Owner's Allocation, out of the entire saleable areas in the said G+IV multi-storeyed building after completion of the project.
22. The Developer may obtain finance for the Project i.e. G+IV multi storied building from any bank or financial institution and necessary documents in that regard shall be signed and executed by the Landowner, but under no circumstances the Landowner shall create any charge, mortgage or any other lien in respect of the Said Property or any part or portion thereof, except the constructed area.

Ammy
(Adv)

23. If the Project has to be abandoned due to any defect in the title of the Said Property or its nature, the Owner shall refund the pre-development and all other costs, interest to the Developer incurred till such time & date.

24. The Developer shall retain further construction rights over the roof of the Building however, the ultimate roof of the Building at any given point of time shall be common for all the owners/occupiers of the Units of the Building at that point of time.

25. All documents and agreements of every nature related to the development of the Project (hereafter the "Documents") shall be as drawn by the Ld. Advocate of the Developer namely Shri Utsav Mukherjee after consulting the concerned Parties and after the same have been approved by the Owner the same shall be final and binding on such Parties. The professional fees of the Advocate shall be borne by the Developer.

26. The owners shall execute another separate a general power of attorney in favor of representative of the developer so that the developer can take all steps in respect of the property including enter into agreement for sale or conveyance deed and apply the same for registration.

27. That the G+IV multi-storeyed building/Project has been named as "SABITA APARTMENT" consisting of various commercial shop rooms, residential units & garages as mutually decided & settled by & between the Parties.

28. Force Majeure shall mean :-

(1) For purposes of this Agreement, "**Force Majeure Event**" means any act or event that prevents a party ("**Nonperforming Party**"), in whole or in part, from performing its obligations under this Agreement, or satisfying any conditions to any other party's obligations under this Agreement, provided that such act or event is beyond the reasonable control of and not the fault of the Nonperforming Party, and provided that the Nonperforming Party has been unable to avoid or overcome such act or event by the exercise of due diligence.

(2) *Force Majeure* Events include each of the following acts or events: an act of God (including flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine or plague), viral epidemic / pandemic, Central Govt. And/or State government imposed Lockdown/s, regulated opening of work, any shipwreck or plane crash, fire, explosion, riot or civil disturbance, war, act of public enemy, terrorist act, military action, or any action of a court or government authority, or an industry-wide, region-wide or nationwide strike, work-to-rule action, go-slow or similar labour difficulty, embargo or other governmental act, legal restrictions, Lockdown procedures.

Army
(Adv)

(3) If a *Force Majeure* Event occurs, the Nonperforming Party is excused from such performance as is prevented by the *Force Majeure* Event, but only to the extent prevented.

(4) When the Nonperforming Party is able to resume performance of its obligations, it shall immediately give the other parties written notice to that effect and shall resume performance no later than fifteen (15) calendar days after the notice is delivered.

(5) The relief offered by this Clause is the exclusive remedy available to the Nonperforming Party with respect to a *Force Majeure* Event.

(6) *Force Majeure* shall include local affairs, AMC, or any other Govt. Office or officers and also West Bengal Municipal Act and/or Government Act if published after execution of this Agreement and in this regard the construction is held up, then the time of this agreement will be extended automatically.

29. **ARBITRATION** :- In case of any dispute with respect to the interpretation of this agreement or on the rights and duties of the parties in terms of this agreement or any issue touching this agreement, the parties shall first attempt to resolve by conciliation. Such conciliation shall be attempted by each of the parties nominating a representative and them jointly working out conciliation between the parties. In case such conciliation fails to take place within 30 days then in that event the matter shall be referred to an arbitration of a Sole Arbitrator to be mutually appointed by both the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the seat of the arbitration shall be at ASANSOL.

30. **TERMINATION** :- In case of termination of this agreement by the Owner, the Developer shall be entitled to the expenses and interest already made by him in the execution of the project and in addition to the same 70% of the profit of the unsold area to be calculated at the prevalent market rate. However, in case the Developer terminates the agreement, then it shall not be entitled to claim any other sum except re-embursement of actual expenses including interest till such date & day.

Ammy
(Adv)

31. That except for the below mentioned provisions as specified in Schedule 'B' below regarding Owner's cash and Physical allocation, that above named FIRST PARTY/LAND OWNER shall not demand or claim anything else from the DEVELOPER.

32. That the FIRST PARTY/LAND OWNER will have no liberty to enter into any agreement/s with the intending purchaser/s or execute any Deed in favour of any person/persons relating to the Developer Allocation mentioned below.

33. That the Developer will have full right to demolish the old structure/s situated on the "A" schedule mentioned land (if any) and will have right to make construction of a multi-storeyed building thereon as per sanctioned Plan.

34. The 'A' Schedule property/land over or upon which G+IV multi storied building shall be raised or constructed will be exclusively utilized strictly as per the Building & Site Plan/s sanctioned by the Asansol Municipal Corporation.

35. The Original copy of this instant Development & Construction Agreement shall be in the custody of the Second Party/Developer for all times & if the First Party / Landowner so wishes then they shall apply for a certified copy at their own cost & expenses.

36. The First Party / Landowner hereby represent, covenant, warrant, undertake and declare that :-

i) Its title to the said Property is free, clear and marketable.

ii) it is in physical possession of the said Property.

iii) that the said Property or any part thereof is not subject matter of any litigation or proceeding and the same is not attached or sold or sought to be sold in whole or in portion in any court or other Civil or Revenue or other proceeding and not subject to any attachment by the process of the Courts or in possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof or there is no any notice of acquisition or requisition in respect of the said Property.

iv) the First Party/Vendor represent and assure that there are no subsisting agreement or arrangement to sell or otherwise for the said Property or any part thereof with anyone else and they have not executed any Power of Attorney in favour of any third party to deal with the said Property or any part thereof.

v) The First Party / Landowner undertake and declare that she shall not enter into negotiations, commit, transfer, charge, mortgage, alienate or transfer possession of the Property to any third parties during the subsistence of this Agreement.

(Ammy)
(Adv)

vi) That there are no pending liabilities, liens, charges or encumbrances with regard to the said Property including any government dues, which would affect the title of the First Party / Landowner for the said Property and that the First Party / Landowner has paid all the taxes, cess, dues etc. to various authorities concerned till the date of execution of this Agreement to Sell and shall continue to pay till the date of registration of the sale deed.

vii) The First Party / Landowner have paid all the rates, charges and taxes as also all the rentals, taxes, recurring charges as well as outgoings, for the said Property upto date.

viii) The First Party / Landowner is in the possession of and is not prohibited from handing over quite, vacant and peaceful possession of the said Property to the Developer as contemplated herein.

ix) The First Party / Landowner has purchased the said Property after taking requisite permission from all concerned authorities if any required and till date they have not received any adverse notice from any of the authority in respect of the said property.

x) The First Party / Landowner and the Developer have good right, full power and absolute authority to enter into this Agreement to sell.

xi) There is no order of attachment by Income Tax Authorities and/or by any other authorities under the law for the time being in force or any notice issued or likely to be issued under section 281 of the Income Tax Act, 1961 and no approvals under section 281 of the Income Tax Act, 1961 is required by the First Party/Vendor;

37. The validity, construction and performance of this Agreement to sell shall be governed and interpreted in accordance with the laws of India.

38. Neither this Agreement nor the rights or obligations hereunder shall be assigned or delegated, in whole or in part to any other third party or entity without the prior written consent thereto of the other Party.

39. This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

40. Save and except if required by Government, any Courts of Law, or its legal advisors, auditors and other consultants the Parties shall refrain from

Adm
Adw

disclosing the contents and nature of these presents or any other information received by them in the course of the transaction.

41. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
42. This Agreement together with the Schedules and Annexures shall constitute the entire agreement between the Parties hereto and shall supersede all prior proposals, negotiations, understandings and agreements, whether oral or written exchanged between the parties. Any variations/ modifications to this agreement shall not have any effect unless the same is in writing and executed by both the parties.
43. That furthermore the First Party/Vendor shall keep the Second Party/Intending Purchaser indemnified against all losses, damages, costs, charges and expenses suffered, if any, because of any defect/s in First Party/Vendor's title or any breach of the covenants hereinbefore contained.
44. This agreement constitutes the entire agreement between the parties and supersedes any oral or written agreement made earlier to the date of this agreement. Any variations/ modifications to this agreement shall not have any effect unless the same is in writing and executed by both the parties.
45. **JURISDICTION :-** Only Courts in the competent jurisdiction in the District of Paschim Burdwan shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

SCHEDULE - "A" ABOVE REFERRED TO :-

(Owners' Land upon where construction is to be made)

In the District of Paschim Bardhaman (previously District - Burdwan), A.D.S.R. Office - Asansol, P.S.- Asansol, within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), comprised in or upon L.O.P. No.- 224 appertaining to C.S. Plot No.- 125 (P) corresponding to R.S. Plot no.- 249 corresponding to L.R. Plot No.- 246, under the local limits of **Ward no.- 18 / 86 (NEW)** of Asansol Municipal Corporation, being **Holding No.- 68/49**, all that piece and parcel of "Commercial BASTU" land measuring **06 (six) kathas**, recorded in the L.R. ROR being area measuring **10 (ten) decimal (more or less)** of homestead land appertains to **L.R. Khatian No.- 4537**, alongwith all hereditaments & easement rights at - 01 number Mohishila Colony, Simultala, Asansol, PIN - 713303.

Army
(Adv)

The said property is butted and bounded by:

On the North	LOP no.- 225
On the South	LOP no.- 223
On the East	LOP no.- 221
On the West	LOP no.- 230 / Road of 30' ft. wide

-: SCHEDULE - "B" ABOVE REFERRED TO :-
(Land Owner's Allocation)

THE Land Owner will get as non-refundable security deposit as well as share of future estimated profit out of the proposed G+IV multi storied building Project namely 'SABITA APARTMENT', an amount of **Rs. 4,00,000/-** (Rupees Four Lakhs) only from the Developer as per schedule hereunder as :-

- i) At the time of execution of this instant development agreement **Rs.2,00,000/- (Rupees Two Lakhs)** has already been paid.
- ii) The remaining amount of **Rs.2,00,000/- (Rupees Two Lakhs)** shall be paid in equal installment after the sanction of the Building Plan from Asansol Municipal Corporation.

Beside the above, the aforesaid the LAND OWNER shall get out of the proposed G+IV building I.E. 'SABITA APARTMENT' which would be allotted to the instant First Party / Land Owner; as whole and in the manner written above out of the entire saleable areas in the complex according to Asansol Municipal Corporation's Sanctioned Building Plan :-

(a) One self contained unfurnished residential 3bhk Flat having super built up area of **1156** (one thousand one hundred & fifty six) **Sq. ft.**, on the **2nd Floor**, in the South West North Front side;

(b) One self contained unfurnished residential 2bhk Flat having super built up area of **921** (nine hundred & twenty one) **Sq. ft.**, on the **2nd Floor**, in the South East side;

(c) One self contained unfurnished residential 2bhk Flat having super built up area of **855** (eight hundred & fifty five) **Sq. ft.**, on the **2ND Floor**, in the North East side;

(d) 03 (three) numbers of separate four wheeler parking space measuring **135 Sq. ft.** EACH in the common parking area in the Ground Floor of the said

(Ammy)
(Adw)

proposed G+IV multi storied building.

(e) 01 (one) number of two wheeler parking space measuring 035 Sq. ft. in the common parking area in the Ground Floor of the said proposed G+IV multi storied building.

(f) 01 (one) number of separate Semi Commercial space measuring 200 Sq. ft. in the North West side at the Ground Floor of the said proposed G+IV multi storied building I.E. 'SABITA APARTMENT'.

-: SCHEDULE - "C" ABOVE REFERRED TO :-
(DEVELOPER'S Allocation Property)

All that land mentioned in the above 'A' schedule and super built up area including the covered area on each floor of the proposed building alongwith undivided proportionate shares of land, including, but not restricted to the right of passage, drainage, garages, parking spaces, shops, offices, godown, common area & facilities, ultimate roof of the building, etc. under the proposed multi storied building as per Asansol Municipal Corporation's Sanctioned Building Plan, **excepting the Landowner's Allocation** as provided to the aforesaid First Party / Land owner together with the right of passage.

SCHEDULE- "D" [Specifications]

Foundation	Concrete cement structure.
Walls	Conventional Brick work.
Wall Finish	Interior – Plaster of Paris. Exterior - High quality paint.
Flooring	Bedroom – Marble, Living & Dining – Marble, Kitchen – Marble, Toilet – Wall, floor & Tiles.
Kitchen	Platform made of Marble with Stainless Steel sink. Electrical point for Refrigerator and exhaust fan.
Toilet	Sanitary ware with all C.P. fittings, Electrical point for Geyser & Exhaust fan.
Plumbing	Concealed pipe line.
Door & Windows	Wooden frame with flush view doors & Aluminum window
Lift	Reputed Lift manufacturer

(Ammy)
(Adv)

Electric

PVC conduit pipes with concealed copper wiring with good Quality switches with MCB distribution panel.

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

IN WITNESS WHEREOF the Parties have executed these presents before the A.D.S.R., Asansol on date, month and year mentioned in the outset.

WITNESSES:-

1. Ajeet Kumar Rai
S/O Kailash Rai
3/F 03 3rd Floor
Universal Residency
± NO Mohisila Colony
SIMULTALA ± NO
ASANSOL 713303

Debasata Gauguly
Signature of the first Party I
Land Owner

2. Tarak Das

S/O LT Kamal Das
DAGA Mohisila
ASANSAL - 713303

UNIVERSAL CONSTRUCTION CO.
Amit Kumar Rai
Partner

Signature of the Developer

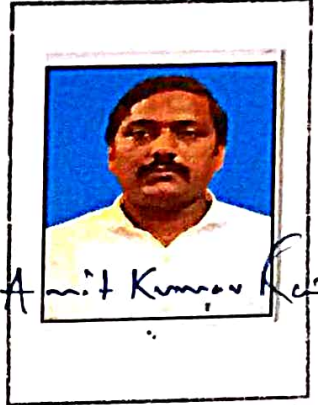
Drafted & Prepared by me as per Instruction, directions & documents provided by both the parties and explained the contents to both the Parties in Vernacular (Bengali) and Printed in my office.

Utsav Mukherjee
(UTSAV MUKHERJEE)
(Advocate)

PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL
Enrolment No.- WB/549/2011.

mb

Littlefinger to forefinger



Thumb

forefinger to Littlefinger

Right Hand



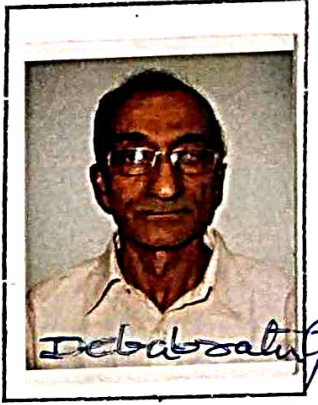
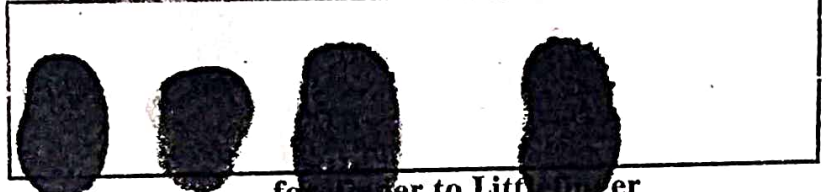
Amit Kumar Rai

Finger Print attested by me : Amit Kumar Rai

Thumb

Littlefinger to forefinger

Left Hand



forefinger to Littlefinger

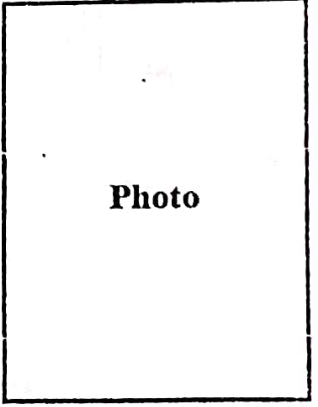
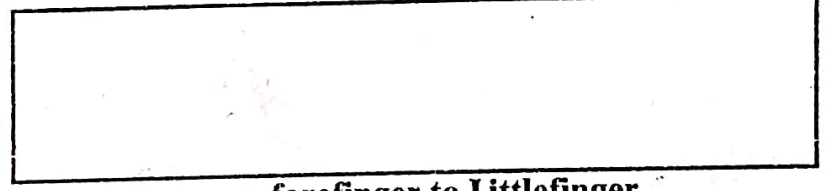
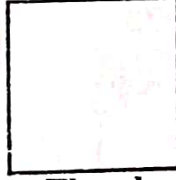
Debabrata Ganguly

Finger Print attested by me : Debabrata Ganguly

Thumb

Littlefinger to forefinger

Left Hand

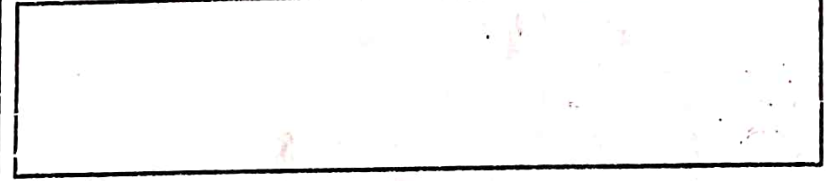
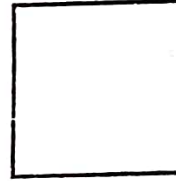


Photo

Thumb

forefinger to Littlefinger

Right Hand

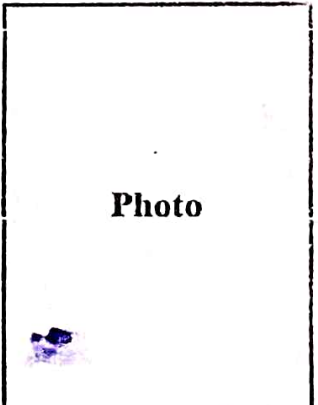
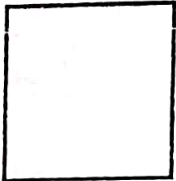


Finger Print attested by me :

Thumb

Littlefinger to forefinger

Left Hand

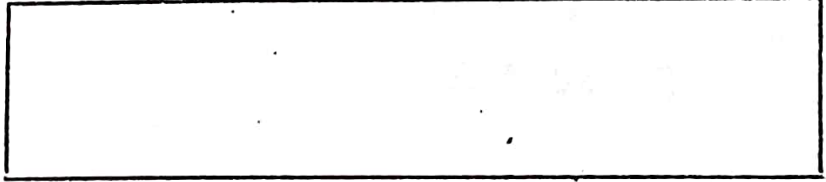
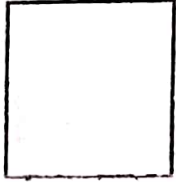


Photo

Thumb

forefinger to Littlefinger

Right Hand



Finger Print attested by me :



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

GRN Details

GRN: 192022230100124378 Payment Mode: Online Payment (SBI Epay)
GRN Date: 17/08/2022 21:05:50 Bank/Gateway: SBIPay Payment Gateway
BRN : 4094732870337 BRN Date: 17/08/2022 21:08:58
Gateway Ref ID: 202222974663049 Method: State Bank of India New PG DC
Payment Status: Successful Payment Ref. No: 2002344267/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr AMIT KUMAR RAI
Address: PARTNER SIDDHIVINAYAKA REALTY LLP
Mobile: 9732095565
Period From (dd/mm/yyyy): 17/08/2022
Period To (dd/mm/yyyy): 17/08/2022
Payment ID: 2002344267/3/2022
Dept Ref ID/DRN: 2002344267/3/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002344267/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	7011
2	2002344267/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	4021
			Total	11032

IN WORDS: ELEVEN THOUSAND THIRTY TWO ONLY.

Major Information of the Deed

Deed No :	I-2305-07400/2022	Date of Registration	24/08/2022
Query No / Year	2305-2002344267/2022	Office where deed is registered	
Query Date	01/08/2022 8:36:39 PM	A.D.S.R. ASANSOL, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	UTSAV MUKHERJEE DISTRICT JUDGES COURT PASCHIM BARDHAMAN AT ASANSOL, Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713304, Mobile No. : 8250942170. Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 4,00,000/-]	
Set Forth value		Market Value	
		Rs. 51,02,997/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,061/- (Article:48(g))		Rs. 4,021/- (Article:E, E, E.)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



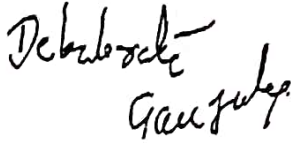
Land Details :

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone : (Road Width (20-30) – Road Width (20-30)) , Mouza: Asansol, , Holding No:68/49 JI No: 35, , SIMULTALA Pin Code : 713303

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-246 (RS :-249)	LR-4537	Bastu	Danga	6 Katha		51,02,997/-	Width of Approach Road: 30 Ft.,
Grand Total :					9.9Dec	0 /-	51,02,997 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr DEBABRATA GANGULY (Presentant) Son of Late HRISHIKESH GANGULY Executed by: Self, Date of Execution: 24/08/2022 , Admitted by: Self, Date of Admission: 24/08/2022 ,Place : Office	 24/08/2022	 LTI 24/08/2022	 24/08/2022

USHA KIRAN SIMULTALA, Block/Sector: 01 NO MOHISHILA COLONY, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx2L, Aadhaar No: 36xxxxxxxx5588, Status :Individual, Executed by: Self, Date of Execution: 24/08/2022 , Admitted by: Self, Date of Admission: 24/08/2022 ,Place : Office




Developer Details :

SI No Name,Address,Photo,Finger print and Signature

1	UNIVERSAL CONSTRUCTION CO C/o Kabita Enterprise, Block/Sector: Sb Gorai Rd Near Ram Sayer Maidan, Flat No: Asansol, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301 , PAN No.:: AAxxxxxx0F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
---	---

Representative Details :

SI No Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	Mr AMIT KUMAR RAI Son of Mr KAILASH RAI Date of Execution - 24/08/2022, , Admitted by: Self, Date of Admission: 24/08/2022, Place of Admission of Execution: Office	 Aug 24 2022 12:48PM	 LTI 24/08/2022	 24/08/2022

3F03 3RD FLOOR, Block/Sector: RADHIKA APPT, Flat No: SIMULTALA, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx8F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : UNIVERSAL CONSTRUCTION CO (as PARTNER)

Details :

	Photo	Finger Print	Signature
AJEET KUMAR RAI Mr KAILASH RAI CHIKA APPT SIMULTALA, Sector: MOHISILA COLONY, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303			<i>Ajeet Kumar Rai</i>
	24/08/2022	24/08/2022	24/08/2022

Identifier Of Mr DEBABRATA GANGULY, Mr AMIT KUMAR RAI

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr DEBABRATA GANGULY	UNIVERSAL CONSTRUCTION CO-9.9 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone :
(Road Width (20-30) -- Road Width (20-30)) , Mouza: Asansol , Holding No:68/49 JI No: 35 , SIMULTALA Pin Code :
713303

Sch No	Plot & Khatian Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 246, LR Khatian No:- 4537	Owner:দেবরত গাঙ্গুলী, Gurdian:বিকেশ , Address:নিজ , Classification:ডাঙ্গা, Area:0.1000000 Acre,	Mr DEBABRATA GANGULY

24-08-2022

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 12:37 hrs on 24-08-2022, at the Office of the A.D.S.R. ASANSOL by Mr DEBABRATA GANGULY ,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 51,02,997/-

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

Execution is admitted on 24/08/2022 by Mr DEBABRATA GANGULY, Son of Late HRISHIKESH GANGULY, USHA KIRAN SIMULTALA, Sector: 01 NO MOHISHILA COLONY, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by Profession Others

Indetified by Mr AJEET KUMAR RAI, , Son of Mr KAILASH RAI, RADHIKA APPT SIMULTALA, Sector: MOHISILA COLONY, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by profession Business

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

Execution is admitted on 24-08-2022 by Mr AMIT KUMAR RAI, PARTNER, UNIVERSAL CONSTRUCTION CO (Partnership Firm), C/o Kabita Enterprise, Block/Sector: Sb Gorai Rd Near Ram Sayer Maidan, Flat No: Asansol, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301

Indetified by Mr AJEET KUMAR RAI, , Son of Mr KAILASH RAI, RADHIKA APPT SIMULTALA, Sector: MOHISILA COLONY, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,021/- (B = Rs 4,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2022 9:08PM with Govt. Ref. No: 192022230100124378 on 17-08-2022, Amount Rs: 4,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4094732870337 on 17-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,061/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 7,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4720, Amount: Rs.50/-, Date of Purchase: 17/08/2022, Vendor name: P Ghanty
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2022 9:08PM with Govt. Ref. No: 192022230100124378 on 17-08-2022, Amount Rs: 7,011/-, Bank: SBI EPay (SBlePay), Ref. No. 4094732870337 on 17-08-2022, Head of Account 0030-02-103-003-02



Manoj Kumar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
Paschim Bardhaman, West Bengal

cate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 2305-2022, Page from 163021 to 163043
Serial No 230507400 for the year 2022.



Digitally signed by Manoj Kumar Mandal
Date: 2022.08.29 15:10:36 +05:30
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 2022/08/29 03:10:36 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.

(This document is digitally signed.)